

FOURTH AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES

THIS FOURTH AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES (hereinafter “Amendment”) is made by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter the “County”), and Community Planning Collaborative LLC, a business having its primary business location at 221 N. Hogan Street, Suite 237, Jacksonville, FL 32202 (hereinafter the “Vendor”).

WITNESSETH:

WHEREAS, the Parties previously entered into a Contract for Professional Services dated May 5, 2023 (hereinafter “Contract”); which was later amended on September 28, 2023, for a time only extension, and further amended on November 7, 2023, to add a new scope of services, updated account number and increase contract amount not to exceed \$44,950.00 and further amended on January 17, 2024 to add a new scope of services and to increase contract amount, not to exceed \$64,450.00; and

WHEREAS, the Parties now desire to amend the Contract terms and conditions subject to the provisions contained herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

SECTION 1. Exhibit “A” of the Contract is hereby amended to include the additional scope as listed in the revised Exhibit “A”, a copy of which is attached hereto and incorporated herein.

SECTION 2. Section 7. of the Contract is hereby amended to increase the contract amount by One Hundred Ten Thousand, Seven Hundred Fifty Dollars and 00/100 (\$110,750.00) to a not to exceed amount of One Hundred Seventy-Five Thousand, Two Hundred Dollars and 00/100 (\$175,200.00).

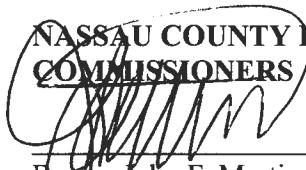
SECTION 3. Section 6. of the Contract is hereby amended to extend the term of the Contract for an additional one (1) year, and the Contract shall now terminate on September 30, 2025.

SECTION 4. All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

[The remainder of this page left intentionally blank.]

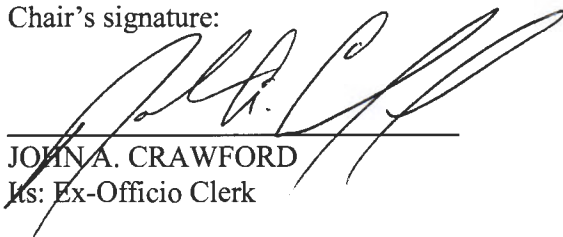
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS



By: John F. Martin
Its: Chairman
Date: 5-13-24

Attest as to authenticity of the Chair's signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the Nassau County Attorney

Denise C. May
DENISE C. MAY

COMMUNITY PLANNING COLLABORATIVE LLC

Adrienne Burke
By: Adrienne Burke
Its: Principle / Owner
Date: 4/12/2024

COMMUNITY PLANNING COLLABORATIVE

Identified Historic Preservation Project Priorities in Nassau County

Working with the County, Community Planning Collaborative (CPC) has identified the following tasks related to preservation project priorities in Nassau County for FY23-24. There are three projects identified:

- American Beach Neighborhood Planning to include:
 - Evans' Rendezvous
 - Gregg & Lewis Crossroads
 - Phase II of Countywide Historic Resources Survey
 - Little Piney Island Research
-

Project A: American Beach Neighborhood Planning

- To continue assisting with implementation of Evans' Rendezvous rehabilitation, public space planning, and assisting in implementation of American Beach Cultural Heritage Experience Master Plan, acting as adjunct staff/facilitators:
 - Implement community engagement and public space planning process regarding 1) use of Evans' Rendezvous and 2) goals for activation of Gregg and Lewis Streets as identified in FY22-23 scope of work under contract CM3387.
 - Coordinate with County Staff regarding rehabilitation plans for Evans' Rendezvous structure, including assistance with state grant administration.
- **Deliverables:** TBD based on process, but primarily public meetings and meetings with staff, with identified steps and outcomes from the meetings summarized after each meeting and roles assigned for action items. Action items may be assigned to CPC depending on the need and may impact projected hours.
- **Projected Hours:** 351 hours at \$150/hr = \$52,650 + \$5,000 Grant Coordination Assistance = **\$57,650**

American Beach Project A1: American Beach Evans' Rendezvous/Gregg & Lewis Crossroads - Public Space Planning FY24

Timeline: 8 months

Task 1 - Community Outreach

COMMUNITY PLANNING COLLABORATIVE

Tasks 1.1 through 1.4 including Evans' Rendezvous public workshops and the first Crossroads public workshop are included in FY22-23 Contracts CM3387-A2 and CM3387-A3.

- 1.5 - Crossroads Public Workshop 2 - 40HRs (April TBD)
- 1.6 - Crossroads Public Workshop 3 - 40HRs (May TBD)
- 1.7 - Ten Miscellaneous Stakeholder Meetings (1HR meeting + 2HR travel + 1HR minutes per staff) = 80HRs

Task 2 - Alternative Concept Development & Analysis

Tasks 2.1 and 2.3 including Evans' Rendezvous concept development and alternative cost estimates are included in FY22-23 Contracts CM3387-A2 and CM3387-A3.

- 2.2 - Concept Development (3 for Crossroads) - 40HRs
- 2.4 - Alternative Cost Estimates (Crossroads) - 8HRs
- 2.5 - American Beach Cultural Heritage Master Plan Next Steps - 16HRs
- 2.6 - Deliverable: Report with graphics/next steps = 80HRs

Task 3 - Project Coordination

- 3.1 - Quality Control (5% of 144HR) = 7HRs
- 3.2 - One (1) Coordination Workshop with County Staff = 16HRs
- 3.3 - Progress Reports (1hr/month x 5 months) = 5HRs
- 3.4 - Monthly Coordination Virtual Meetings with Staff (2hr/month x 5 months) = 10HRs
- 3.5 - Records Management (1hr/month x 5 months) = 5HRs
- 3.6 - Project Wrap-Up - 4HRs

American Beach (Project A1) Tasks	Time	Fee
Task 1 - Community Outreach	December - July	\$24,000

**COMMUNITY PLANNING
COLLABORATIVE**

Task 2 - Alternative Concept Development	December - July	\$21,600
Task 3 - Project Coordination	December - July	\$7,050
American Beach (Project A1) Total Fee		\$52,650

**American Beach Project A2: Evans' Rendezvous - State Grant Management FY24
(Florida African American Cultural and Historical Grant)**

Timeline: Length of Grant Contract

Task 1 - Assistance with Grant Administration for Florida Division of Historical Resources State Grant 23.s.aa.900.124 "Evan's Rendezvous Infrastructure Repairs"

- 1.1 Assistance with Grant Administration = \$5,000.00

Evans' Rendezvous State Grant Management (Project A2) Tasks	Time	Fee
Task 1 - Assistance with Grant Administration	Length of Grant Contract	\$5,000
Evans' Rendezvous State Grant Management FY24 (Project A2) Total Fee		\$5,000

Continued on next page...

COMMUNITY PLANNING COLLABORATIVE

Project B: Phase II of Countywide Historic Resources Survey

To include project management of Phase II of Countywide Historic Resources Survey, acting as adjunct staff/facilitators.

Timeline: 6 months

Task 1 - Phase 1 Review

- Task 1.1 - Review Phase 1 Countywide Historic Resources Survey and recommendations for Phase II work = 24HRs

Task 2 - RFP/Q Creation

- Task 2.1 - Assist County staff in creating RFP/Q and RFP/Q process for completion of Phase II. = 12HRs
- Task 2.2 - Develop RFP/Q document for professionals to complete Phase II of Countywide Historic Resources Survey. = 12HRs

Task 3 - Phase 2 Project Management

- Task 3.1 - Serve as adjunct staff for management of Phase II survey process to include coordination with selected consultants regarding project tasks, reviewing selected consultants' work, drafts, and final deliverables. = 64HRs

Task 4 - Project Coordination

- 4.1 - Quality Control (5% of 304HR) = 2HRs
- 4.2 - Progress Reports (1hr/month) = 6HRs
- 4.3 - Monthly Coordination Virtual Meetings with Staff (2hr/month) = 12HRs
- 4.4 - Records Management (1hr/month) = 6HRs
- 4.5 - Project Wrap-Up - 4HRs

COMMUNITY PLANNING COLLABORATIVE

Phase II of Countywide Historic Resources Survey Tasks	Time	Fee
Task 1 - Data Collection and Review	Month 1 - Month 2	\$3,600
Task 2 - RFP/Q Creation	Month 2 - Month 3	\$3,600
Task 3 - Phase II Project Management	Month 2 - Month 6	\$9,600
Task 4 - Project Coordination	Month 1 - Month 6	\$4,500
Phase II of Countywide Historic Resources Survey Total		\$21,300.00

Continued on next page...

COMMUNITY PLANNING COLLABORATIVE

Project C: Little Piney Island Research

To include historic research and coordinate with potential archaeological partners.

Timeline: 4 months

Task 1 - Data Collection & Analysis

- Task 1.1 - Historic research and data collection - 80 hours

Task 2 - RFP/Q Development

- Task 2.1 - Identify and create list of potential archaeological and/or cultural resource management firms that could assist the County - 8 hours
- Task 2.2 - Assist the County in developing the RFP/Q process for securing archaeological and/or cultural resource management firm assistance - 8 hours
- Task 2.3 - Content for potential RFP/Q process for archaeological/cultural resource management firms - 16 hours

Task 3 - Narrative Report

- Task 3.1 - Draft Narrative Report - 40 hours
- Task 3.2 - Final Narrative Report - 20 hours

Task 4 - Project Coordination

- Task 4.1 - Quality Control = 4HRs
- Task 4.2 - Progress Reports (1hr/month) = 8HRs
- Task 4.3 - Monthly Coordination Virtual Meetings with Staff (2hr/month) = 16HRs
- Task 4.4 - Records Management (1hr/month) = 8HRs
- Task 4.5 - Project Wrap-Up - 4HRs

COMMUNITY PLANNING COLLABORATIVE

Little Piney Island Tasks	Time	Fee
Task 1 - Data Collection and Analysis	Month 1 - Month 3	\$12,000
Task 2 - RFP/Q Development	Month 2 - Month 4	\$4,800
Task 3 - Narrative Report	Month 2 - Month 4	\$9,000
Task 4 - Project Coordination	Month 1 - Month 4	\$6,000
Little Piney Island Total		\$31,800.00

TOTAL FEES FOR PROJECTS A, B, AND C: \$110,750.00



Community Planning Collaborative LLC

904.577.0255

info@planningcollab.com

221 N. Hogan Street, Suite 237

Jacksonville, FL 32202

www.planningcollab.com

**NASSAU COUNTY, FLORIDA
NASSAU COUNTY
Release and Waiver of Liability Form**

This Release and Waiver of Liability (the "release") executed on 20th April (date) by CPC LLC ("Vendor/Contractor") releases Nassau County Board of County Commissioners, ("NCBOCC"), a County organized and existing under the laws of the State of Florida and each of its directors, officers, employees, and agents. The Vendor/Contractor desires to provide Vendor/Contractor services for NCBOCC and engage in activities related to serving as a Vendor/Contractor.

Vendor/Contractor understands that the scope of Vendor/Contractor's relationship with NCBOCC is limited to a Vendor/Contractor position and that no compensation is expected in return for services provided by Vendor/Contractor; that NCBOCC will not provide any benefits traditionally associated with employment to Vendor/Contractor; and that Vendor/Contractor is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Vendor/Contractor's services to NCBOCC.

I, the Vendor/Contractor, release and forever discharge and hold harmless NCBOCC and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the services I provide to NCBOCC.

I understand and acknowledge that this Release discharges NCBOCC from any liability or claim that I may have against NCBOCC with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to NCBOCC or occurring while I am providing Vendor/Contractor services.

I further acknowledge that this Release and Waiver of Liability affects my legal rights and that I freely, voluntarily, and knowingly agree to and execute this Release and Waiver of Liability after having received the opportunity to seek legal counsel for advice as to my legal rights and after my free and voluntary decision as to whether to seek legal counsel. The terms of this Release and Waiver of Liability shall serve as a release for my personal representative, heirs, executors, administrators, assigns, and for all members of my family.

Further I understand that NCBOCC does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of NCBOCC.

I hereby Release and forever discharge NCBOCC from any claim whatsoever which arises or may hereafter arise on account of first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a Vendor/Contractor with NCBOCC.

I understand that the services I provide to NCBOCC may include activities that may be hazardous to me. As a Vendor/Contractor, I hereby expressly assume risk of injury or harm from these activities and Release NCBOCC from all liability. I certify that I am 18 years of age or older or if under 18, signature of parent or guardian is required.

Understanding that public relations is an important part of a Vendor/Contractor's activities on behalf of NCBOCC, I hereby authorize NCBOCC to use any photographs taken of me during the course of my service as a Vendor/Contractor for public relations purposes.

As a Vendor/Contractor, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. I agree that in the event any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

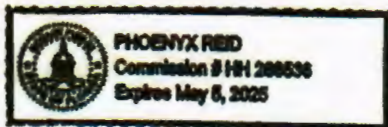
ABurke Date: 4/26/23
Signature (or Parent/Guardian if under 18)

Adrienne Burke
Printed Name of Signature, Parent or Guardian

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, personally appeared before me, by means of physical presence or online notarization, Adrienne Burke, who is personally known to me or who has produced FLDL as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 26th day of APRIL, 2023.



Phoenix Reid
Notary Public, State of Florida

