

CS-21-279

# BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)  
**CONTRACT TRACKING NO.**  
CM2927-A1

## GENERAL INFORMATION

Requesting Department Engineering Services  
Contact Person: Caleb Hurst  
Telephone: (904) 530-6225 Fax: ( ) \_\_\_\_\_ Email: churst@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Geo One Tech, LLC  
Address: 5357 Winrose Falls Drive Jacksonville FL 32258  
City State Zip  
Contractor's Administrator Name: Ameera Sayeed Title: Owner  
Telephone: (904) 868-3381 Fax: ( ) \_\_\_\_\_ Email: ameera@geonetech.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Ameera Sayeed, Owner  
Authorized Signatory Email: ameera@geonetech.com

## CONTRACT INFORMATION

Contract Name: CM2927 Professional Services Agreement  
Description: Professional transportation and planning consulting services on an "as needed basis"  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.  
Terms: Payment Period: 24 months w/ 1 year renewal option Amount per Period: \$150.00/HR/NTE \$20,000  
Total Amount of Contract: \$20,000  
APPROXIMATE IF NECESSARY  
Source of Funds: 03420541-531000 Termination/Cancellation: With Written Notice  
Authorized Signatory: Taco E. Pope, AICP, County Manager

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 10/28/2020 to: 10/27/2022  
Status:    New    Renew A01 Amend#    WA/Task Order  
How Procured:    Sole Source    Single Source    ITB    RFP    RFQ    Coop. X Other    Prof. Service

### If Processing an Amendment:

Contract #: CM2927-A1 Increased Amount of Existing Contract: \$20,000  
New Contract Dates: 10/28/2020 to 10/27/2023 Total or Amendment Amount: \$40,000

Continued on next page

<b>CHECKLIST</b>		
<i>Complete and attach before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Certified Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	CH
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	CH
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	CH
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. Calab Hurst RC 8/18/2022 Engineering Services  
 Robert T. Companion, PE, County Engineer Date Submitting Department
2. Lanaee Gilmore 8/22/2022 Varies by WA  
 Lanaee Gilmore, Procurement Director Date Funding Source/Acct #
3. Chris Lacambra DF 8/23/2022  
 Chris Lacambra, OMB Director Date
4. Denise C. May 8/23/2022  
 Denise C. May, Esq., B.C.S, Assistant County Attorney Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. Taco E. Pope AICP 8/23/2022  
 Taco E. Pope, AICP, County Manager Date

**RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:**

**Original:** Clerk's Services; Contractor (original or certified copy)  
**Copies:** Department: Procurement; Office of Management & Budget; County Attorney; Contract Management; Clerk Finance



July 6, 2022

# Contract Services Continuance

CM 2927

Nassau County, Florida

To:

Caleb Hurst, PE  
Development Services Director  
Nassau County Engineering Services  
96161 Nassau Place | Yulee, FL 32097  
P: 904-530-6225 | E: [churst@nassaucountyfl.com](mailto:churst@nassaucountyfl.com)

RE: Contract Engineering Services continuance CM2927

This letter serves as an agreement that Geo One Tech, LLC (formerly known as Equus Innovative Solutions aka Equusis) is seeking approval from Nassau County to continue the current professional services contract under the same terms and conditions as the original contract CM2927, and hourly rate of \$150/HR. The certificates of Commercial and Professional liability insurance will be sent in a separate email.

Sincerely,

A handwritten signature in blue ink that reads 'Ameera Sayeed'.

Ameera Sayeed, AICP

CEO

Ameera Sayeed, AICP



Email: [ameera@geonetech.com](mailto:ameera@geonetech.com)

Phone: (904) 868-3381

Website: [www.geonetech.com](http://www.geonetech.com)

**FIRST AMENDMENT TO CONTRACT**  
**FOR PROFESSIONAL SERVICES CONTRACT**

**THIS AMENDMENT** made and entered into this \_\_\_\_\_ day of August, 2022 by and between the **Board of County Commissioners of Nassau County**, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Geo One Tech, LLC**, a Florida Profit Corporation, whose office address is located at 5357 Winrose Falls Drive, Jacksonville, FL 32258, hereinafter referred to as "Consultant".

**WHEREAS**, the parties entered into a Contract on or about October 28, 2020; and

**WHEREAS**, the Contract provided for an initial performance period of twenty-four (24) months beginning October 28, 2020, the date of execution, and ending October 27, 2022, with the option to extend the performance period, if necessary; and

**WHEREAS**, Procurement has determined it to be necessary to extend the performance period of the Contract through October 27, 2023; and

**WHEREAS**, County has determined it necessary to increase the amount of compensation by \$20,000 to account for the extension of the performance period increasing the total not-to-exceed amount of the Contract to \$40,000.

**NOW, THEREFORE,** for and in consideration of the promises and mutual covenants and understanding contained herein, the parties hereto do mutually agree as follows:

1. The Contract shall be amended to extend the performance period through October 27, 2023.
2. The Contract amount shall be increased by \$20,000.00 for a total Contract amount that is not-to-exceed \$40,000.00.
3. All other provisions of the Contract not in conflict with this Amendment shall remain in full force and effect.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

*Taco E. Pope, AICP*

By: Taco E. Pope, AICP  
Its: Designee  
Date: 8/23/2022

**Geo One Tech, LLC**

*AMEERA SAYEED*

By: AMEERA SAYEED

Its: Ceo

Date: 8/18/2022

01/13/2022 12:26 DMH & D

1/13/22 11:30 AM

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Florida Department  
Division of Corporations  
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:  
Division of Corporations  
Fax Number : (850)617-6380

From:  
Account Name : DRIVER, MCAFEE, PEEK & HAWTHORNE, P.L.  
Account Number : I20020000137  
Phone : (904)301-1269  
Fax Number : (904)301-1279

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: \_\_\_\_\_

MERGER OR SHARE EXCHANGE  
Equus Innovative Solutions, LLC

Certificate of Status	0
Certified Copy	0
Page Count	05
Estimated Charge	\$50.00

RECEIVED

2022 JAN 13 PM 1:09

SECRETARY OF STATE  
TALLAHASSEE, FL

FILED  
2022 JAN 13 AM 11:50  
STATE  
SECRETARY  
TALLAHASSEE, FL

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**ARTICLES OF MERGER  
OF  
GEO ONE TECH, LLC  
WITH AND INTO  
EQUUS INNOVATIVE SOLUTIONS, LLC**

Equus Innovative Solutions, LLC, a Florida limited liability company (the "Surviving Company"), pursuant to Section 605.1025 of the Florida Revised Limited Liability Company Act (the "Act"), hereby delivers these Articles of Merger (these "Articles") to the Florida Department of State for filing. For purposes of complying with the applicable provisions of the Act with respect to the merger of Geo One Tech, LLC, a Florida limited liability company (the "Disappearing Company"), with and into the Surviving Company (the "Merger"), the Surviving Company has caused its duly authorized officers to execute and deliver these Articles, and to acknowledge, certify and state under penalty of perjury, the following:

**ARTICLE I**

**NAMES, PRINCIPAL ADDRESSES AND JURISDICTIONS  
OF THE CONSTITUENT COMPANIES**

The name, principal address and jurisdiction of each of the constituent companies involved in the Merger are as follows:

<u>Name and Principal Address</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>	<u>Document Number</u>
<i>Surviving Company:</i>  Equus Innovative Solutions, LLC (Subject to Name Change in Article V) 5357 Winrose Falls Drive Jacksonville, Florida 32258	Florida	Limited Liability Company	L18000185557
<i>Disappearing Company:</i>  Geo One Tech, LLC 5357 Winrose Falls Drive Jacksonville, Florida 32258	Florida	Limited Liability Company	L20000069973

FILED  
2022 JAN 13 AM 11:50  
TALLAHASSEE, FL  
STATE

**ARTICLE II**

**PLAN OF MERGER**

The Surviving Company is the surviving company in the Merger. Each of the Disappearing Company and the Surviving Company adopted, approved, authorized, confirmed, consented to and ratified that certain Plan of Merger, dated as of January 12, 2022, a copy of which is attached hereto as Exhibit A (the "Plan of Merger"), in accordance with the applicable provisions of the Act.

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### ARTICLE III

#### EFFECTIVE DATE AND TIME

The Merger will be effective as of 12:01 a.m. on the date of filing of these Articles of Merger.

### ARTICLE IV

#### APPROVALS

##### 4.1 Disappearing Company.

Pursuant to Section 605.1023 of the Act, the Disappearing Company's sole member and sole manager adopted, approved, authorized, confirmed, consented to and ratified the Merger, the Plan of Merger and these Articles by Joint Written Consent of the Sole Member and the Sole Manager in Lieu of a Special Meeting dated January 12, 2022. The sole member of the Disappearing Company has waived any appraisal rights that she may be entitled to under the provisions of Section 605.1006, and Sections 605.1061 through 605.1072.

##### 4.2 Surviving Company.

Pursuant to Section 605.1023 of the Act, the Surviving Company's sole member and sole manager adopted, approved, authorized, confirmed, consented to and ratified the Merger, the Plan of Merger and these Articles by Joint Written Consent of the Sole Member and the Sole Manager in Lieu of a Special Meeting dated January 12, 2022.

### ARTICLE V

#### AMENDMENTS TO SURVIVING COMPANY'S ARTICLES OF ORGANIZATION

##### 5.1 Name Change.

(a) As of the effective date and time of these Articles of Merger, the Surviving Company's Articles of Organization are amended to change the Surviving Company's name from Equus Innovative Solutions, LLC to Geo One Tech, LLC.

(b) As of the effective date and time of these Articles of Merger, the Disappearing Company (a) abandons, disclaims and releases all and any interest, right and title associated with the name "Geo One Tech" (the "Former Name"), and (b) consents to the use of the Former Name by the Surviving Company, and its affiliates, assigns and successors.

[The remainder of this page was left blank intentionally.]

01/13/2022 12:27 DMH & D

(FAX)9043011279

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The constituent companies have caused these Articles to be executed and delivered by their respective duly authorized officers.

**SURVIVING COMPANY:**

EQUUS INNOVATIVE SOLUTIONS, LLC

By:  \_\_\_\_\_  
Ambera Sayeed, Manager

**DISAPPEARING COMPANY:**

GEO ONE TECH, LLC

By:  \_\_\_\_\_  
Ambera Sayeed, Manager

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**EXHIBIT A**

**Plan of Merger**

See attached.

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## PLAN OF MERGER

January 12, 2022

### 1.1 The Merger.

Geo One Tech, LLC, a Florida limited liability company (the "Disappearing Entity") will be merged with and into Equus Innovative Solutions, LLC, a Florida limited liability company (the "Surviving Company"), at the Effective Time (as defined in Section 1.2) (the "Merger"). As a result of the Merger, the separate existence of the Disappearing Company will cease and the Surviving Company will continue as the surviving corporation of the Merger. The Surviving Company's name will remain unchanged by the Merger.

### 1.2 Effective Time of the Merger.

The Merger will be effective as of 12:01 a.m. on the date of filing of the Articles of Merger with the Florida Secretary of State (the "Effective Time").

### 1.3 Effect of the Merger.

Except as expressly provided elsewhere in this Plan of Merger, the Disappearing Company and the Surviving Company will be affected by the Merger in the manner provided by the Florida Revised Limited Liability Company Act (collectively, the "Act").

### 1.4 Articles of Organization of the Surviving Company.

The Surviving Company's Articles of Organization, as in effect immediately prior to the Effective Time, will remain the Surviving Company's articles of organization from and after the Effective Time, until they are amended and/or restated pursuant to the Act and the Surviving Company's operating agreement, except that at the Effective Time, the Surviving Company's Articles of Organization will be amended to change the Surviving Company's name from Equus Innovative Solutions, LLC to Geo One Tech, LLC.

### 1.5 Disappearing Company's Membership Interests.

At the Effective Time, by virtue of the Merger and without any further action on the part of the Disappearing Company or the Surviving Company, all of the Disappearing Company's membership interests will be canceled.

### 1.6 Surviving Company's Membership Units.

All of the membership interests of the Surviving Company prior to the Merger will continue to be issued and outstanding interests of the Surviving Company in the same percentages as in effect prior to the Merger.





**Company ID Number:** 1861019

**Approved by:**

<b>Employer</b> Geo One Tech LLC	
<b>Name (Please Type or Print)</b> Ameera Sayeed	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/28/2022
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/28/2022



**NASSAU COUNTY**  
BOARD OF COUNTY COMMISSIONERS  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

John Martin  
Aaron C. Bell  
Jeff Gray  
Thomas R. Ford  
Klynt Farmer

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Amelia Island  
Dist. No. 3 Yulee  
Dist. No. 4 Bryceville/Hilliard  
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

TACO E. POPE, AICP  
County Manager

## E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: NASSAU COUNTY GENERAL SERVICES

Bid No./Contract No.: CM 2927 + CM 2926

### DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:**

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

*An Affirmative Action / Equal Opportunity Employer*

EXHIBIT "A"  
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that GEO ONK TECH LLC (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

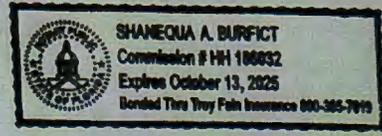
A true and correct copy of GEO ONK TECH LLC (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]  
Print Name: AMEERA SAYEED  
Date: JULY 28 2022

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7/29/22 (Date) by Ameera sayeed (Name of Officer or Agent, Title of Officer or Agent) of Duval County General Services (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced FL DL as identification.

[Signature]  
Notary Public  
Shanequa Burfict  
Printed Name



My Commission Expires: OCT 13, 2025

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

**CONTRACT TERMINATION:**

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

EXHIBIT "B"  
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that NA (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of \_\_\_\_\_ (Name of Contractor Company Acknowledging), a \_\_\_\_\_ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

## Munis HR Paperless Folders

### Employee Pay:

- Transmittals
- Position Request Forms
- Recommendation from supervisors for employee hire
- Employee Garnishments
- Longevity Request Form

### Employee Direct Deposit Enrollment Form

- Clerk Direct Deposit form
- Electronic Direct Deposit Advise Form
- Voided check

### Employee W-4

- W-4
- Georgia State holding certificate

### Employee SSN Card

- SSN Card
- SSN Policy

### Employee Transcripts

- Job Descriptions
- IT Checkoff List
- DHSMV Policy Form (court side) (DAVID)
- Clerk of Courts Application
- Ethics Policy
- Ethnicity & Race
- FL New Hire Reporting Form
- Loyalty Oath
- Orientation Checklist
- COOP Policy Receipt
- Deputy Form
- Clerk Employee Handbook Receipt
- Resumes
- Interview Questions
- Email, Computer, Internet & Photocopier Policy
- Drug Free Workplace Policy
- FRS Certification form
- Authorization for fingerprinting
- Reference checks

- Sexual Harassment, Discrimination & anti-retaliation policies
- Internal Job Application
- Internal Job Posting Interview Questions
- Follow up email from employee from Interview

#### **Employee Status**

- Exemption from Public Records
- Change in name form
- Request for outside employment
- Emergency contact for Nassau County Employees

#### **Employee History**

- Employee Address
- Employee Emergency Contact form
- Employment verification letter

#### **Employee Correspondence**

- Clerk Onetime Payment

#### **Employee Certificate/License (prempcer)**

- CJIS Training
- Application Access administrator training – CLK Cert
- Misc. for other types of certification

#### **Employee Driver License (pmempdrl)**

- Driver License

#### **Employee Evaluations (pmempeva)**

- 60 Day New Hire Evaluation
- 90 Day New Hire Evaluation
- Yearly performance forms

#### **Employee Contract**

- Deputy Appointment/Termination form
- Satilla Contract

- Robert Half Contract
- Offer Letter

#### **Employee Remarks/Comments**

- Positive feedback/letters

#### **Personnel Action Attachment**

- Memos
- Write-ups
- Discipline

#### **Employee Attachment**

- Leave without pay

#### **Employee Fingerprints**

- Fingerprints results

#### **Employee Resignation**

- Resignation checklist
- Resignation Letter
- Acceptance Resignation Letter