

CS-22-082

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM2987-A2

GENERAL INFORMATION

Requesting Department: Planning Department

Contact Person: Holly Coyle

Telephone: (904) 530-6300 Fax: () Email: hcoyle@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Barth Associates, LLC-Professional Services Agreement

Address: 10030 SW 52nd Rd. Gainesville FL 32608
City State Zip

Contractor's Administrator Name: Denise Barth Title: Manager

Telephone: (561) 308-9937 Fax: () Email: denise@barthassoc.com

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

Authorized Signatory Name: Denise Barth

Authorized Signatory Email: denise@barthassoc.com

CONTRACT INFORMATION

Contract Name: Barth Associates, LLC Professional Services Contract

Description: Amendment #2: to extend performance period for an additional year.

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: NTE \$175,000.00 (\$4,593.05 left on contract)

APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other Account: 037523552-531000

Authorized Signatory: Taco E. Pope, AICP

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 4/5/2021 Termination/Cancellation: 12/31/2022

Status: New Renew Amend#2 WA/Task Order Supplemental Agreement

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other _____

If Processing an Amendment:

Contract #: CM2987 Increased Amount to Existing Contract: No Cost Increase

New Contract Dates: 1/1/2023 to 12/31/23 Total or Amended Amount: \$0.00 *Continued on next page*

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
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 staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
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.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
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.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
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.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Holly Coule 12/29/2022
Department Head/Contract Manager Date
2. Tanasa Adams 12/29/2022
Procurement Date
3. Chris Lacambra 12/29/2022
Office of Mgmt & Budget Date
4. Denise C. May 12/29/2022
County Attorney Date DJ 12/29/2022

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Poppy AICP 12/29/2022
County Manager Date

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR NASSAU
COUNTY FLORIDA**

THIS AMENDMENT made and entered into this _____ day of _____, 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 **Barth Associates, LLC**, a Florida Limited Liability Company, whose Florida office address is located at 10030 SW 52nd Road, Gainesville, Florida 32608, hereinafter referred to as "Consultant".

WHEREAS, the parties entered into an Agreement dated April 5, 2021 for professional services to develop a plan to enhance the American Beach Cultural Heritage Experience; and

WHEREAS, the Agreement allowed for an initial term beginning on April 5, 2021 and ending on December 31, 2021 with the option to extend the performance period upon mutual agreement of the parties; and

WHEREAS, the County Manager's Office determined that it was necessary to extend the performance period beyond December 31, 2021 and provide clarification as to Article 5-Compensation; and

WHEREAS, on or about November 12, 2021, the parties mutually agreed to amend the Agreement to extend the performance period for an additional one (1) year period beginning on January 1, 2022 and ending on December 31, 2022 and to provide additional clarification to Article 5 - Compensation; and

WHEREAS, the parties desire to further amend the Agreement to extend the term of the Agreement for an additional one (1) year period beginning on January 1, 2023 and ending on December 31, 2023.

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 Agreement shall be amended to extend the term for an additional one (1) year period beginning on January 1, 2023 and ending on December 31, 2023.
2. All other provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

Contract Tracking No.: CM2987-A2

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

Taco E. Pope, AICP 12/29/2022
By: Taco E. Pope, AICP
Its: Designee

**Approved as to form and legality
by the Nassau County Attorney**

Denise C. May 12/29/2022
Denise C. May

BARTH ASSOCIATES, LLC

Denise L Barth
By: Denise L Barth
Its: Manager
Date: 12/29/2022



Certificate Of Completion

Envelope Id: E7FAFF32E51E4EC9B888FD7B4052FD09	Status: Completed
Subject: Barth Contract #CM2987-A2, Account #37523552-531000 (LCPRJ)	
Source Envelope:	
Document Pages: 7	Signatures: 12
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Laurie Goltry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	lgoltry@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Laurie Goltry	Location: DocuSign
12/29/2022 12:27:49 PM	lgoltry@nassaucountyfl.com	

Signer Events

Signer Events	Signature	Timestamp
Holly Coyle hcoyle@nassaucountyfl.com Security Level: Email, Account Authentication (None)		Sent: 12/29/2022 12:34:57 PM Viewed: 12/29/2022 12:37:05 PM Signed: 12/29/2022 12:37:15 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Accepted: 6/11/2021 9:00:57 AM
ID: 5f065b75-a125-42eb-8c78-804d94a035f8

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 12/29/2022 1:59:21 PM Resent: 12/29/2022 2:42:38 PM Viewed: 12/29/2022 2:43:55 PM Signed: 12/29/2022 2:44:04 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

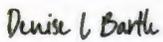
Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 12/29/2022 2:44:08 PM Viewed: 12/29/2022 2:48:21 PM Signed: 12/29/2022 2:48:45 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)		Sent: 12/29/2022 2:48:49 PM Viewed: 12/29/2022 3:44:37 PM Signed: 12/29/2022 3:49:11 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Denise L Barth denise@barthassoc.com Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.70.72.35	Sent: 12/29/2022 3:49:15 PM Viewed: 12/29/2022 4:02:05 PM Signed: 12/29/2022 4:02:37 PM
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Electronic Record and Signature Disclosure:
 Accepted: 12/15/2022 4:34:11 PM
 ID: 0dddd2bc-26b7-4712-92ee-edfe38ed8f1a

Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.239.83.52 Signed using mobile	Sent: 12/29/2022 4:02:40 PM Viewed: 12/29/2022 4:17:44 PM Signed: 12/29/2022 4:18:12 PM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 166.198.157.65 Signed using mobile	Sent: 12/29/2022 4:18:15 PM Viewed: 12/29/2022 5:06:00 PM Signed: 12/29/2022 5:06:11 PM
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None)		Sent: 12/29/2022 5:06:14 PM
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Electronic Record and Signature Disclosure:
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Procurement Staff BOCCProcurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)		Sent: 12/29/2022 5:06:16 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/29/2022 12:34:57 PM
Envelope Updated	Security Checked	12/29/2022 1:59:21 PM
Certified Delivered	Security Checked	12/29/2022 5:06:00 PM
Signing Complete	Security Checked	12/29/2022 5:06:11 PM
Completed	Security Checked	12/29/2022 5:06:16 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.

