

SPONSORSHIP AGREEMENT

This Sponsorship Agreement is effective as of this 30th day of November, 2021 between the Nassau County Board of County Commissioners (BOCC) and the Amelia Island Chamber Music Festival herein called Chamber Music Festival.

In consideration of the premises and mutual benefits to be derived from this Agreement, the parties hereby agree as follows:

1. The Chamber Music Festival (AICMF) will:
 - a) Conduct the "Big Band Holidays" event with Wynton Marsalis scheduled for Friday, December 3, 2021.
 - b) Include the destination Amelia Island logo, as supplied by the Amelia Island Convention & Visitors Bureau (AICVB), on all printed materials and will reference the Amelia Island Tourist Development Council (AITDC) as a sponsor in press releases and any other media materials. Both parties have the right to approve all materials and releases produced by the other for promotional purposes.
 - c) Obtain all necessary permits, approvals, and venues for the conducting of the event and related activities.
 - d) Agrees that it is an independent contractor and has no authority or right to make obligations of any kind in the name of or for the account of the BOCC nor AITDC nor to commit or bind the BOCC nor AITDC to any contract (other than this Agreement) by virtue of this Agreement.
 - e) Agrees to provide 200 hotel premium tickets for the "Big Band Holidays" event with Wynton Marsalis for use by lodging establishments offering AICMF package deals. All tickets not sold 45 days prior to the Chamber Music Festival event will be returned to the festival.
 - f) Provide thirty (30) complimentary tickets to the performance of the "Big Band Holidays" event. Upon request by the AICVB, the AICMF will provide ten (10) complimentary tickets throughout the year to any other performances to which admission is charged. The AICVB will use said tickets in promoting the event(s).

2. The Board of County Commissioners (BOCC) through the Amelia Island Convention & Visitors Bureau (AICVB) will:
 - (a) Provide \$25,000 as the "Big Band Holidays" event sponsor to offset the cost of entertainment.
 - (b) Assist with additional in-kind support for marketing, promotions, and public relations for the Chamber Music Festival.
 - (c) The AICVB will assist with contacting local hotels to arrange complimentary and/or reduced pricing on rooms for the entertainers.

3. Both parties agree that if for any reason the Chamber Music Festival event does not take place in December, the funds paid on behalf of the Chamber Music Festival will be refunded to the BOCC.

4. AICMF agrees to carry the following insurance to protect the respective interest of the parties:

Commercial General Liability insurance coverage (ISO or comparable Occurrence Form, Modified Occurrence or Claims Made forms are not acceptable) shall be purchased for the life of this contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations): Applies per project	\$2,000,000

Certificates of Insurance acceptable to the BOCC must be received within five (5) days of Notification of Selection and/or at time of signing Contract Agreement.

Certificates of Insurance and the insurance policies required for this contract shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the Nassau County Board of County Commissioners and the Amelia Island Tourist Development Council (AITDC).

Certificates of Insurance and the insurance policies required for this contract will include a provision that policies, except Worker's Compensation, are primary and noncontributory to any insurance maintained by the AICVB.

Certificates of Insurance and the insurance policies required for this contract shall contain a provision under General Liability, Auto Liability and Excess Liability to include the Nassau County Board of County Commissioners, and the Amelia Island Tourist Development Council as Additional Insureds.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this contract.

5. RELATIONSHIP OF PARTIES:

This Agreement shall not be deemed to create a partnership, joint venture, or similar relationship between the parties. Each of the parties shall act solely as an independent contractor, and none shall have the power to bind the others; provided, however, that all obligations and liabilities of the BOCC or the AITDC to the Chamber Music Festival created by or as a result of this Agreement shall be the liability of the Chamber Music Festival and the BOCC nor the AITDC shall be entitled to the recovery of the amount owed pursuant to such obligations and liabilities from the Chamber Music Festival.

6. MISCELLANEOUS PROVISIONS CLAUSE:

Nothing in this Agreement shall create a partnership, joint venture, or establish the relationship of principal and agent or any other relationship of a similar nature between the parties. The parties to this Agreement shall be considered independent contractors and neither party is granted the right or authority to assume or create any obligation on behalf of or in the name of the other.

7. NON-DISCLOSURE:

Except as otherwise expressly required by law, the parties hereto will not publicly announce or otherwise disclose to any third party any term or provision of this Agreement. The provisions of this Agreement shall survive the expiration or termination of the Agreement.

8. TERM:

This Agreement shall commence when fully executed and shall remain in full force and effect until the completion of the event, or no later than December 31, 2021.

9. ENTIRE AGREEMENT:

This Agreement sets forth the final and complete understanding of the parties. It is understood and agreed that there are no other representations with respect to this Agreement and this Agreement supersedes all prior discussions, agreements and understandings relating to this subject matter hereof. It is further agreed that the rights, interests, understandings, agreements, and obligations of the respective parties may not be amended, modified, or supplemented in any respect except by a subsequent written instrument evidencing the express written consent to the parties duly executed.

This Agreement shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Nassau County, Florida.

In witness whereof, the understanding parties have duly executed this Agreement in a manner appropriate to each on the date written above.

Amelia Island Tourism Development Council

Amelia Island Chamber Music Festival

By: Gil Langley
Gil Langley, Managing Director

By: Eric Sakurai

Date: 11/23/2021

Date: 12/5/2021

Board of County Commissioners

Taco E. Pope AICP
Taco E. Pope, AICP | County Manager

Date: 11/30/2021

Certificate Of Completion

Envelope Id: DBFB24CD5751498094D6B583A56E5E8C	Status: Completed
Subject: Please DocuSign: CM3110 - Chamber Music Festival - Sponsorship - \$25,000	
Source Envelope:	
Document Pages: 6	Signatures: 9
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Marshall Eyerman
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	MEyerman@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Marshall Eyerman	Location: DocuSign
11/23/2021 11:23:29 AM	MEyerman@nassaucountyfl.com	

Signer Events

Signer Events	Signature	Timestamp
Gil Langley glangley@ameliaisland.com Amelia Island CVB Security Level: Email, Account Authentication (None)	<i>Gil Langley</i> Signature Adoption: Pre-selected Style Using IP Address: 50.240.115.201	Sent: 11/23/2021 11:38:04 AM Viewed: 11/23/2021 12:59:11 PM Signed: 11/23/2021 1:00:31 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marshall Eyerman MEyerman@nassaucountyfl.com Assistant County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>Marshall Eyerman</i> Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 11/23/2021 1:00:35 PM Viewed: 11/23/2021 4:28:31 PM Signed: 11/23/2021 4:28:40 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

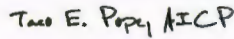
Marshall Eyerman meyerman@nassaucountyfl.com Assistant County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>Marshall Eyerman</i> Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 11/30/2021 11:25:57 AM Viewed: 11/30/2021 1:35:19 PM Signed: 11/30/2021 1:35:30 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

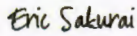
Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>Denise C. May</i> Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 Signed using mobile	Sent: 11/30/2021 1:56:19 PM Viewed: 11/30/2021 3:09:21 PM Signed: 11/30/2021 3:09:38 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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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: 50.238.237.26	Sent: 11/30/2021 3:09:40 PM Viewed: 11/30/2021 3:11:41 PM Signed: 11/30/2021 3:11:50 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Eric Sakurai e.sakurai@aicmf.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 73.224.12.100	Sent: 11/30/2021 3:11:52 PM Viewed: 12/5/2021 1:42:08 PM Signed: 12/5/2021 1:43:22 PM
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Electronic Record and Signature Disclosure:
Accepted: 12/5/2021 1:42:08 PM
ID: ebfe6487-be6a-4e55-81b8-5d52a73de3b2

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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Alan Rosen arosen@nassaucountyfl.com Interim OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 11/30/2021 11:25:58 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michael Mullin mmullin@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 11/30/2021 1:56:20 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clerk Admin ClerkServicesBOCC@nassaucountyfl.com Security Level: Email, Account Authentication (None)		Sent: 12/5/2021 1:43:24 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059	COPIED	Sent: 12/5/2021 1:43:25 PM
RLS Distro RLSDistribution@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/5/2021 1:43:25 PM
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/5/2021 1:43:25 PM
Jana Williams jwilliams@ameliaisland.com Amelia Island CVB Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/5/2021 1:43:26 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/23/2021 11:38:04 AM
Certified Delivered	Security Checked	12/5/2021 1:42:08 PM
Signing Complete	Security Checked	12/5/2021 1:43:22 PM
Completed	Security Checked	12/5/2021 1:43:26 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- 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.

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM 3110

GENERAL INFORMATION

Requesting Department County Manager/TDC

Contact Person: Marshall Eyerman

Telephone: (904) 530-6011 Fax: () Email: meyerman@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Eric Sakurai

Address: 1405 PARK AVENUE, SUITE 101, FERNANDINA BEACH, FL 32034

City State Zip

Contractor's Administrator Name: Eric Sakurai Title: Executive Director

Telephone: (904) 261-1779 Fax: () Email:

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

Authorized Signatory Name: Eric Sakurai

Authorized Signatory Email: _____

CONTRACT INFORMATION

Contract Name: Chamber Music Festival Sponsorship

Description: Chamber Music Festival Sponsorship
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$25,000
APPROXIMATE IF NECESSARY

Source of Funds/Account: _____ Termination/Cancellation: _____

Authorized Signatory: Taco Pope, County Manager
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 12/31/21

Status: New _____ Renew _____ Amend# _____ WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amended Amount: _____

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
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
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 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
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. *Gil Langley* 11/23/2021
 Department Head/Contract Manager Date
2. *Marshall Eyerman* 11/23/2021
 Procurement Date
3. *Marshall Eyerman* *Marshall Eyerman* 11/30/2021
 Office of Mgmt & Budget Date
4. *Denise L. May* 11/30/2021
 County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. *Tano E. Popey AICP* 11/30/2021
 County Manager Date

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

Original: Clerk's Services; Contractor (original or certified copy)
 Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC