

CS-21-304

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM3234

GENERAL INFORMATION

Requesting Department OMB

Contact Person: Marshall Eyerman

Telephone: (904)530-6010 Fax: () _____ Email: meyerman@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Amelia Island Dance Festival (AIDF)

Address: 1751 Lisa Avenue Fernandina Beach FL 32034
City State Zip

Contractor's Administrator Name: Susan Dodge Title: President, Executive Board.

Telephone: (646) 642-3121 Fax: () _____ Email: info@ameliaislanddancefestival.org

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

Authorized Signatory Name: Susan Dodge

Authorized Signatory Email: info@ameliaislanddancefestival.org

CONTRACT INFORMATION

Contract Name: Sponsorship of Amelia Island Dance Festival

Description: Amelia Island Dance Festival sponsorship for live dance performances and master classes over Sept. 9-11, 2022

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

Total Amount of Contract: \$10,000

APPROXIMATE IF NECESSARY

Source of Funds/Account: 37523552-548520 Termination/Cancellation: _____

Authorized Signatory: Taco E. Pope, AICP
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: execution to: September 12, 2022

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. Marshall Eyerman 9/16/2022 GL
Department Head/Contract Manager Date AP
2. Janice Adams 9/16/2022 9/16/2022
Procurement Date 9/16/2022
3. Chris Lacambra 9/16/2022
Office of Mgmt & Budget Date
4. Denise C. May 9/21/2022
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5.  9/23/2022
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



SPONSORSHIP AGREEMENT
**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND AMELIA ISLAND
DANCE FESTIVAL**

The following shall set forth the agreement ("Agreement") effective on behalf of the Nassau County Board of County Commissioners ("NCBOCC") to be overseen by the Amelia Island Convention and Visitors Bureau ("AICVB") and Amelia Island Dance Festival ("AIDF") for the purpose of promoting and conducting a dance festival, the Amelia Island Dance Festival ("Event").

1. Format & Schedule of Events

The Event will consist of Live Dance Performances and Master Classes as outlined in the Request for Sponsorship ("Exhibit A"). The Event will begin Friday, September 9, 2022, and last through Sunday, September 11, 2022. AIDF and AICVB may change the Event dates so long as AIDF and AICVB agree in writing on such change at least two (2) weeks in advance of the Event.

2. AICVB Responsibilities

- a. AICVB will provide an Event posting on www.ameliaisland.com: <https://www.ameliaisland.com/landing-pages/Amelia-Island-Dance-Festival>.
- b. AICVB and AIDF shall share responsibility for promoting the Event to residents in and out of Nassau County, Florida.

3. AIDF Responsibilities

- a. AIDF will include the destination Amelia Island logo, as supplied by the AICVB, on printed materials as directed by the AICVB and will reference the Amelia Island Tourist Development Council (AITDC) as a sponsor in press releases and any other media materials as requested. Both parties have the right to approve all materials and releases produced by the other for promotional purposes.
- b. At least one Amelia Island hotel must be promoted on the AIDF website and Event attendees must be encouraged to utilize Amelia Island hotel rooms.

- c. AIDF will obtain all necessary permits, approvals, and venues for the conducting of the Event and related activities.
- d. AIDF will provide all necessary equipment for the Event.
- e. AIDF is responsible for providing a safe environment for all participants and spectators.
- f. AIDF 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 NCBOCC nor AITDC nor commit or bind the NCBOCC or AITDC to any contract (other than this Agreement) by virtue of this Agreement.
- g. AIDF shall provide a Certificate of Insurance including one million dollars (\$1,000,000) in general liability coverage and listing the NCBOCC and the AICVB as "additional insured" for the Event within five (5) days of Notification of Selection and/or at time of signing this Agreement. Certificates of Insurance and the insurance policies required for this Agreement 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 NCBOCC and AITDC. Certificates of Insurance and the insurance policies required for this Agreement will also include a provision that policies, except Worker's Compensation, are primary and noncontributory to any insurance maintained by the AICVB. All insurers must be authorized to transact insurance business in the State of Florida as provided by Section 624.09(1), Florida Statutes 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.
- h. A Post Event Report must be submitted by AIDF within forty-five (45) days of the Event.

4. Financial Responsibilities

- a. Through the recommendation of the AITDC and the approval of NCBOCC, the NCBOCC will supply AIDF a sponsorship of Ten Thousand Dollars (\$10,000). Such sponsorship shall be utilized by AIDF for expenditures or obligations related to the Event as outlined in Exhibit "A".
- b. The Event sponsorship will be paid in full to AIDF at least two (2) weeks in advance of the Event.

- c. All Event expenses set forth in sub-paragraph A, above, which are in excess of the total sponsorship amount of Ten Thousand Dollars (\$10,000), and all other costs associated with the operation of the Event shall be the responsibility of AIDF.

5. Indemnification

AIDF shall indemnify, and hold harmless the NCBOCC, and its officers and employees from damages, losses, liabilities, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of AIDF and other persons employed or utilized by AIDF, in the performance of the Agreement.

6. Compliance with Laws & Regulations

AIDF represents and warrants that it will comply with all applicable state, federal and local laws and regulations relating to operation of the Event.

7. Waivers

No release or waiver of any provision of this Agreement shall be enforceable against or binding upon a party unless in writing and executed by the releasing or waiving party. The failure to insist upon specific performance of any of the agreements, terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any rights or remedies that either party may have, or a waiver of any subsequent courses of actions or claims based upon breach or default of any of such agreements, terms, covenants, and conditions.

8. Relationship of Parties

The parties of this Agreement shall not be deemed joint venturers, agents, or partners of the other for any purpose because of this Agreement or for the transactions contemplated hereby.

9. 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 September 12, 2022.

10. Amendments

No provision of this Agreement may be modified, waived, or amended except by a written instrument duly executed by both parties.

11. Impossibility

The performance of this Agreement is subject to any circumstances making it illegal or impossible to manage the Event, including acts of God, war, inclement weather,

government regulations, strikes, disaster or curtailment of transportation facilities. The Agreement may be terminated only for any one of the above reasons by written notice from either AIDF or NCBOCC to the other within seven (7) days of learning the basis for termination. If the Event is cancelled for any of the above reasons, any funds provided by NCBPCC to AIDF not expended shall be remitted to the NCBOCC.

12. Governing Law and Venue

The exclusive jurisdiction and venue for any action to interpret and/or enforce the terms of this Agreement shall be in the Fourth Judicial Circuit Court in and for Nassau County, Florida. In the event of a dispute, this Agreement shall be interpreted under Florida Law except its conflict of law's provisions.

13. 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 this Agreement.

14. 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.

Please indicate your acceptance of the foregoing terms and conditions by signing and dating the space below and returning one fully executed copy of this Agreement to NCBOCC.

**Nassau County Board of
County Commissioners**

Amelia Island Dance Festival

Signature
Taco Pope

Susan Dodge
Signature
Susan Dodge

Printed Name
County Manager

Printed Name
President

Title

Title

9/23/2022

Date

9/23/2022

Date

Amelia Island Convention & Visitors Bureau

Gil Langley

Signature

Gil Langley

Printed Name

AICVB

Title

9/16/2022

Date



Amelia Island Dance Festival September 8-11, 2022

Amelia Island Dance Festival Mission

The natural beauty of Amelia Island lends itself to creativity in unique settings, inspiring movement, and choreography. Amelia Island Dance Festival seeks to form community relationships through the enjoyment of dance and is dedicated to bringing world-class dance to the residents and visitors of Amelia Island through education, altruism, and performance.

The Attraction

Cultural tourism is a type of tourism activity in which the primary motivation of the visitor is to learn, discover, experience, and consume tangible and intangible cultural attractions/products in a tourism destination. These attractions/products are related to a set of distinct material, intellectual, spiritual, and emotional characteristics of a society, which includes arts and architecture, historical and cultural heritage, culinary heritage, literature, music, creative industries, and living cultures with their lifestyles, value systems, beliefs, and traditions. -DataBridge Market Research April 2022

Collaborative Elements

- Dance Festival & Master Classes Schedule
- Content Partnership
- Impact – 2019, 2020, 2021
- Vision for the Future

Dance Festival and Master Classes Schedule

- Thursday (9/8): Welcome Reception
- Friday (9/9): Master Classes and Evening Performance
- Saturday (9/10): Master Classes, Matinee Show and Evening Show
- Sunday (9/11): Master Classes and Matinee Show

Dance Festival Venue for Live Performances

Amelia Community Theatre

New Headliners and Returning Favorites

- Pilobolus
- John Manzari
- East By North Dance Theatre
- Carlos Garland
- Moving On Dance Theatre
- Florida Ballet
- Jacksonville Dance Theatre

Master Classes

- Ballet Class
- Jazz Dance
- Contemporary Dance
- Ballroom Dance
- Tap Dance
- Improvisation
- Aerial Yoga
- Dynamic Movement
- Injury Prevention

Venue for Master Classes, Hosting Artists, and Gatherings

Marriott Courtyard and Springhill Suites

Content Partnership

The Beach Lady Project

- Video dance series, three in total, highlighting MaVynne Betsch, the Beach Lady, her history and efforts saving American Beach
 - The Spirit of NaNa
 - Guardians
 - Earth Meets Water

Impact

2019

4/25/19 (3% came from out of state)

- Fernandina Beach, FL
- Yulee, FL
- Jacksonville, FL
- St. Mary's, GA
- Cayce, SC
- Hillard, FL
- Green Cove Springs, FL
- Brighton, MA

4/26/19 (5% came from out of state)

- Fernandina Beach, FL
- Yulee, FL
- Jacksonville, FL
- St. Mary's, FL
- Ponte Veda, FL
- Fleming Island, FL
- Dearborn, MI
- Cayce, SC
- Nahunta, GA
- West Columbia, SC

2020

11/20/20 (35% came from out of state)

- Jersey City, NJ
- Standish, ME
- Tallahassee, FL
- Yarmouth Port, MA
- Chapel Hill, NC
- Eden Prairie, MN
- Buxton, ME
- Lawrenceville, GA
- Mt. Dora, FL
- Pittsfield, MA
- Niceville, FL
- Jacksonville, FL
- Fernandina Beach, FL
- Yulee, FL

11/21/20 (27% came from out of state)

- Providence, RI
- Charlotte, NC
- S. Dennis, MA
- Alpharetta, GA
- Atlanta, GA
- Ft. Lauderdale, FL
- Hopkinton, MA
- Phoenix, AZ
- Orlando, FL
- Fernandina Beach, FL
- Jacksonville, FL
- Yulee, FL
- Fleming Island, FL

2021

9/10/21 (9% came from out of state)

- Imperial, MO
- Pittsfield, MA
- Kingsland, GA
- Yulee, FL
- Fernandina Beach, FL
- Jacksonville, FL Ponte Vedra, FL
- Callahan, FL
- West Columbia, SC
- Cayce, SC

9/11/21 (11% came from out of state)

- Fernandina Beach, FL
- Jacksonville, FL
- Atlanta, GA
- Rochester, NH
- West Columbia, SC
- Kingsland, GA
- St. Augustine, GA
- Yulee, FL
- Ponte Vedra, FL
- Green Cove Springs, FL

Exhibit A

2021 (Virtual Component)

9/10/21 (16% viewed from out of state)

- Jacksonville, FL
- Fernandina Beach, FL
- Landsdale, PA
- Dartmouth, MA
- Boston, MA
- Green Cove Springs, FL
- Yulee, FL

9/11/21 (42% viewed from out of state)

- Salt Lake City, UT
- Howard Beach, NY
- Gainesville, FL
- Tampa, FL
- Oakdale, CT
- Landsdale, PA
- Pittsfield, MA
- Tucker, GA
- Pittsburg, PA
- Jacksonville, FL
- Fernandina Beach, FL
- Yulee, FL
- St. Simons Island, GA

Vision for the Future

- Build on three consecutive years of growth; Raise the caliber of performances on Amelia Island by attracting world-class talent
- Continuously produce content that shows the art of dance as performed on and inspired by Amelia Island
- Build on partnerships with island businesses and hotels, cross-promote through social channels and videos
- Offer opportunities to try and explore dance and movement to visitors and locals on a regular basis
- Forge key partnerships to support growth and transcend expectations

The Request

- Sponsorship – \$10,000

OFFICIAL EVENT POSTER





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: Amelia Island Dance Festival

Bid No./Contract No.: _____

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

- 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.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Amelia Island Dance Festival (AIDF) (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 Amelia Island Dance Festival (AIDF) (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Susan Dodge
Print Name: Susan Dodge, President AIDF

Date: 7/25/2022

STATE OF FLORIDA

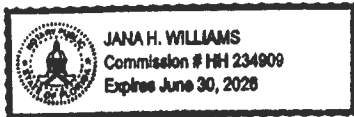
COUNTY OF WASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7/25/22 (Date) by Susan Dodge (Name of Officer or Agent, Title of Officer or Agent) of Amelia Island Dance Festival (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 _____ as identification.

Jana H. Williams
Notary Public

Jana H. Williams
Printed Name

My Commission Expires: 6/30/26

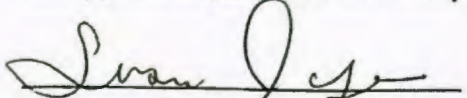


SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Amelia Island Dance Festival (AIDF) (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.

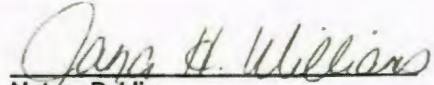
A true and correct copy of Amelia Island Dance Festival (AIDF) (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.


Print Name: Susan Dodge, President AIDF

Date: 7/25/2022

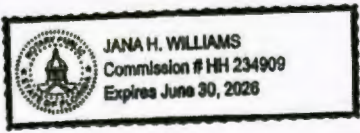
STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7/25/22 (Date) by Susan Dodge (Name of Officer or Agent, Title of Officer or Agent) of Amelia Island Dance Festival (Name of Contractor Company Acknowledging), a Festival (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

Jana H. Williams
Printed Name

My Commission Expires: 6/30/26



Case Detail

You're authorized to work!

EMPLOYMENT AUTHORIZED

Case Number 2022194161900CA

Congratulations!

Self Check confirmed that you are eligible to work in the United States. For more information on how we were able to confirm your work eligibility, read below.

Work Authorization Details

Self Check compared the information you provided to U.S. government records and can confirm that, based on the information you provided, you are eligible to work in the United States.

If you are hired today by an E-Verify participating employer and you use the same documents and information provided, you will likely be instantly work authorized when your employer checks your information using E-Verify.

In the event that you are not instantly work authorized, please work with your employer to ensure that your information was entered correctly and, if necessary, follow the step outlined by E-Verify to resolve any issues.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 8 Flags Insurance Agency, LLC 1411 S 14th St Fernandina Beach FL 32034	CONTACT NAME: PHONE (A/C, No, Ext): (904) 310-6515 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: United States Liability Insura INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Amelia Island Dance Festival 1751 Lisa Ave Fernandina Beach, FL 32034	

COVERAGES CERTIFICATE NUMBER: Cert ID 4761 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	NPP1609893	03/18/2022	03/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is also an Additional Insured.

CERTIFICATE HOLDER Nassau County Board of County Commissioners	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Amelia Island Dance Festival

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) > _____

Other (see instructions) > **501C3**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

Applies to accounts maintained outside the U.S.

5 Address (number, street, and apt. or suite no.) See instructions.
1751 Lisa Ave

6 City, state, and ZIP code
Fernandina Beach, FL 32034

7 List account number(s) here (optional)

Requestor's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

		-			
--	--	---	--	--	--

OR

Employer identification number

03	-	34	43	36	3
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person > *[Signature]* Date > **7/14/22**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**Event begins 9/9*

REQUEST FOR LEGAL SERVICES-CONTRACTS

2152052-568

DATE OF REQUEST: <i>Resubmitted 8/29</i>	DEPT/DIV: OMB
REQUESTER(S): Marshall Eyerman	EXTENSION/EMAIL: meyerman@nassaucountyfl.com
VENDOR/CONTRACTOR NAME: Amelia Island Dance Festival (AIDF)	
TITLE OF ITEM OR DOCUMENT: Sponsorship Agreement Nassau County Board of County Commissioners and AIDF	
CONTRACT tracking No.:	
SERVICE REQUIRED: <input type="checkbox"/> Pre-Approval <input type="checkbox"/> Approve as to Form <input type="checkbox"/> Insurance Approval <input type="checkbox"/> Review and Advise for Contracts <input type="checkbox"/> Other,	
Please Select One: <input checked="" type="checkbox"/> The attached documents have not been modified from the approved templates. <input type="checkbox"/> The attached documents have been modified from the approved templates. (Describe Below)	
DESCRIBE REASON/DEADLINES IF RUSH REQUESTED:	
SERVICES REQUESTED: include specific legal issues or questions to be addressed, provide all relevant background information, and attach all necessary documents. For quicker review, redline any proposed modifications and identify/tab all signature pages.	
Review and approval of sponsorship for Amelia Island Dance Festival (AIDF) which will be held over September 9-11, 2022 and consist of live dance performances and master classes.	

For County Attorney Office Use Only

DATE:	LOGGED BY:	ASSIGNED TO:
CA MATTER NAME:		
ATTORNEY RESPONSE/COMMENTS:		
<input type="checkbox"/> Insurance Approved By: Date:	<input checked="" type="checkbox"/> Contract Approved By: <i>[Signature]</i> Date: <i>8-29-22</i>	<input type="checkbox"/> See Attached By: Date:
<input type="checkbox"/> See Comments By: Date:		
Comments:		

RESOLUTION NO. 2022- 154

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, AUTHORIZING THE USE OF TOURIST DEVELOPMENT TAX DOLLARS TO ENGAGE, OR SPONSOR, AMELIA ISLAND CHAMBER MUSIC FESTIVAL, AMELIA ISLAND DANCE FESTIVAL, ENDLESS SUMMER RIDE (NFL BIKE CLUB), ISLAND HOP AND SONGWRITERS FESTIVAL; FINDING THE STRATEGIC PLAN AND USE OF TOURIST DEVELOPMENT TAX DOLLARS WILL ENHANCE VISITOR EXPERIENCES, PROMOTE TOURISM ON AMELIA ISLAND, IN NASSAU COUNTY, AND IN THE STATE OF FLORIDA, AND GROW THE TOURISM MARKET; PROVIDING CERTAIN LEGISLATIVE FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Tourism is a critical component of the Nassau County economy generating over \$850 million in economic impact; supports 1 in 4 jobs; and contributes 36% of all sales taxes collected; and,

WHEREAS, the Board of County Commissioners (BOCC) is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act Tax monies for (1) the marketing of Amelia Island tourism; (2) to increase Tourism Development Tax, herein referred to as the "TDT", revenues; (3) to increase Local Optional Sales Tax revenues; (4) to increase gas revenues; (5) to increase job growth; all of which further the public good for the people of Nassau County, and as such is in the best interest of Nassau County; and

WHEREAS, the BOCC has by Ordinance No. 88-31, as amended by Ordinance No. 89-8, established the Amelia Island Tourist Development Council (AITDC), adopted a strategic tourism plan; has levied and imposed a two percent (2%) Tourist Development Tax Development Plan for the use of funds derived from such tax; and pursuant to Florida Statutes and the recommendation of the AITDC, the BOCC, in Ordinance No. 2008-16 increased the TDT to three percent (3%); and in Ordinance No. 2010-02 increased the TDT to four percent (4%); and in Ordinance No. 2018-16 increased the TDT to five percent (5%); and

WHEREAS, the AITDC is an advisory board to the BOCC as provided for in Section 125.0104; and

WHEREAS, the funds received by the County from the TDT are restricted tax funds and the expenditure of those funds shall comply with Ordinance No. 88-31, as amended, and Ordinance No. 89-8, as amended, and Florida Statutes and the Florida Administrative Code, and AITDC Policies as approved by the BOCC; and

WHEREAS, pursuant to Section 125.0104, Florida Statutes, the BOCC may engage or sponsor county tourism promotion agencies and has determined that, based on the recommendation of the AITDC, the BOCC shall contract with the Amelia Island Convention and Visitors Bureau (AICVB); and

WHEREAS, the AICVB performs tasks recommended by the AITDC and approved by the BOCC in its capacity of administration and research; and

WHEREAS, the BOCC, based upon the recommendation of the AITDC on August 1, 2022 by execution of AITDC Resolution No. 2022-151 attached hereto as Exhibit "A", finds that the engagement or sponsorship of Amelia Island Chamber Music Festival, Amelia Island Dance Festival, Endless Summer Ride (NFL Bike Club), Island Hop and Songwriters Festival is tourism-related and assists in the development of a County-wide Tourism Strategy and Destination Development Strategic Plan; and

WHEREAS, the utilization of TDT dollars to fund new and enhanced products and events is an integral aspect of successful tourism development in Nassau County, Florida; and

NOW, THEREFORE, BE IT RESOVLED by the BOCC, as follows:

SECTION 1. FINDINGS. The above findings are true and correct and are hereby incorporated herein by reference.

SECTION 2. USE OF TOURIST DEVELOPMENT TAX DOLLARS.

- a. The BOCC authorizes the use of TDT dollars for the engagement or sponsorship of Amelia Island Chamber Music Festival, Amelia Island Dance Festival, Endless Sumer Ride (NFL Bike Club), Island Hop and Songwriters Festival as means to promote tourism in Nassau County, Florida.
- b. The BOCC finds that the use of TDT dollars for the engagement or sponsorship of Amelia Island Chamber Music Festival, Amelia Island Dance Festival, Endless Summer Ride (NFL Bike Club), Island Hop and Songwriters Festival is consistent with Section 125.0104, Florida Statutes and with local Ordinances 88-31, as amended, and 89-8, as amended.
- c. The BOCC approved the appointment of the AICVB to manage the events as provided for in the Agreement (CM2698) between the AICVB and the BOCC, fully executed on July 8, 2019, and utilize such resources necessary for success as recommended by the AITDC and approved by the BOCC.
- d. The recommended amounts of TDT dollars to fund or sponsor the events is as follows:
 1. Amelia Island Chamber Music Festival - \$25,000
 2. Amelia Island Dance Festival - \$10,000
 3. Endless Summer Ride (NFL Bike Club) - \$4,600
 4. Island Hop - \$10,000
 5. Songwriters Festival - \$5,000

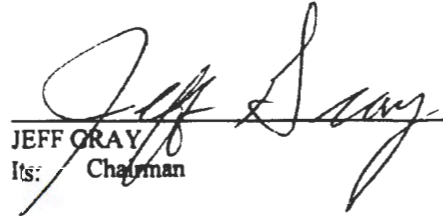
Such amounts, pursuant to Ordinance 88-31, as amended, shall be funded from the AITDC budget.

SECTION 3. SCOPE. The BOCC approves the engagement or sponsorship of the events referenced herein and further depicted in Exhibit "A".

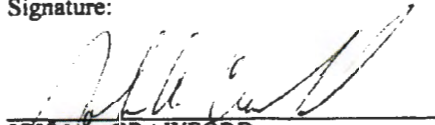
SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

DULY ADOPTED this 3rd day of August, 2022.

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


JEFF GRAY
Its: Chairman

Attest as to Chairman's
Signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:

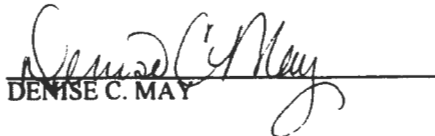

DENISE C. MAY

EXHIBIT "A"

AITDC RESOLUTION NO. 2022-151

AITDC RESOLUTION NO. 2022-151

A RESOLUTION OF THE AMELIA ISLAND TOURIST DEVELOPMENT COUNCIL OF NASSAU COUNTY, FLORIDA RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS THE ENGAGEMENT OR SPONSORSHIP OF AMELIA ISLAND CHAMBER MUSIC FESTIVAL, AMELIA ISLAND DANCE FESTIVAL, ENDLESS SUMMER RIDE (NFL BIKE CLUB), ISLAND HOP AND SONGWRITERS FESTIVAL; FINDING THE STRATEGIC PLAN AND USE OF TOURIST DEVELOPMENT TAX DOLLARS WILL ENHANCE VISITOR EXPERIENCES, PROMOTE TOURISM ON AMELIA ISLAND, IN NASSAU COUNTY, AND IN THE STATE OF FLORIDA, AND GROW THE TOURISM MARKET; PROVIDING CERTAIN LEGISLATIVE FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Tourism is a critical component of the Nassau County economy generating over \$850 million in economic impact; supports 1 in 4 jobs; and contributes 36% of all sales taxes collected; and

WHEREAS, the Board of County Commissioners (BOCC) is authorized under Section 125.0104, Florida Statute, to perform those acts, including the expenditure of Local Option Tourist Development Act Tax monies for (1) the marketing of Amelia Island tourism; (2) to increase Tourism Development Tax, herein referred to as the "TDT", revenues; (3) to increase Local Optional Sales Tax revenues; (4) to increase gas revenues; (5) to increase job growth; all of which further the public good for the people of Nassau County, and as such is in the best interest of Nassau County; and

WHEREAS, the BOCC has by Ordinance No. 88-31, as amended by Ordinance No. 89-8, established the Amelia Island Tourist Development Council (AITDC), adopted a strategic tourism plan; has levied and imposed a two percent (2%) Tourist Development Tax Development Plan for the use of funds derived from such tax; and pursuant to Florida Statutes and the recommendation of the AITDC, the BOCC, in Ordinance No. 2008-16 increased the TDT to three percent (3%); and in Ordinance No. 2010-02 increased the TDT to four percent (4%); and in Ordinance No. 2018-16 increased the TDT to five percent (5%); and

WHEREAS, the AITDC is an advisory board to the BOCC as provided for in Section 125.0104, Florida Statutes; and

WHEREAS, the funds received by the County from the TDT are restricted tax funds and the expenditure of those funds shall comply with Ordinance No. 88-31, as amended, and Ordinance No. 89-8, as amended, and Florida Statutes and the Florida Administrative Code, and AITDC Policies as approved by the BOCC; and

WHEREAS, pursuant to Section 125.0104, Florida Statutes, the BOCC may engage or sponsor county tourism promotion agencies and has determined that, based on the recommendation of the AITDC, the BOCC shall contract with the Amelia Island Convention and Visitors Bureau (AICVB); and

WHEREAS, the AICVB performs tasks recommended by the AITDC and approved by the BOCC in its capacity of administration and research; and

WHEREAS, the AITDC, based upon the recommendation of the AICVB, finds that the engagement or sponsorship of Amelia Island Chamber Music Festival, Amelia Island Dance Festival, Endless Summer Ride (NFL Bike Club), Island Hop and Songwriters Festival, as further depicted in Exhibit "A" attached hereto, is tourism-related and assists in the promotion thereof; and

WHEREAS, the utilization of TDT dollars to fund new and enhanced products and events is an integral aspect of successful tourism development in Nassau County, Florida.

NOW, THEREFORE, BE IT RESOLVED by the AITDC, as follows:

SECTION 1. FINDINGS. The above findings are true and correct and are hereby incorporated herein by reference.

SECTION 2. USE OF TOURIST DEVELOPMENT TAX DOLLARS.

- a. The AITDC recommends that the BOCC utilize TDT dollars for the engagement or sponsorship of Amelia Island Chamber Music Festival, Amelia Island Dance Festival, Endless Summer Ride (NFL Bike Club), Island Hop and Songwriters Festival, as further depicted in Exhibit "A" attached hereto, as means to promote tourism in Nassau County, Florida.
- b. The AITDC finds that the use of TDT dollars for the engagement or sponsorship of Amelia Island Chamber Music Festival, Amelia Island Dance Festival, Endless Summer Ride (NFL Bike Club), Island Hop and Songwriters Festival, as further depicted in Exhibit "A" attached hereto, is consistent with Section 125.0104, Florida Statutes and with local Ordinances 88-31, as amended, and Ordinance 89-8, as amended.
- c. The AITDC recommends appointment of the AICVB to manage the events as provided for in the Agreement (CM2698) between the AICVB and the BOCC, fully executed on July 8, 2019, and utilize such resources necessary for success as recommended by the AITDC and approved by the BOCC.

d. The recommended amounts of TDT dollars needed to fund or sponsor the events, as further depicted in Exhibit "A", is as follows:

1. Amelia Island Chamber Music Festival - \$25,000
2. Amelia Island Dance Festival - \$10,000
3. Endless Summer Ride (NFL Bike Club) - \$4,600
4. Island Hop - \$10,000
5. Songwriters Festival - \$5,000

Such amounts, pursuant to Ordinance 88-31, as amended, shall be funded from the AITDC budget.

SECTION 3. SCOPE. The AITDC recommends the BOCC approve the engagement or sponsorship of the events referenced herein and further depicted in Exhibit "A".

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

DULLY ADOPTED this 1st day of August, 2022.

**AMELIA ISLAND TOURIST DEVELOPMENT
COUNCIL OF NASSAU COUNTY, FLORIDA**



JOHN F. MARTIN, MBA

Its: Chairman

Date: August 1, 2022

Approved as to form by the
Nassau County Attorney:



DENISE C. MAY

Event Funding

Organization	Amount	Year	Status	Notes
2023 Superstar Ukrainian	\$25,000	'23	Supported	Requesting historical support for Superstar Ukrainian Symphony
2022 Superstar Ukrainian	\$10,000	'22	Supported	New support request
2022 Superstar Ukrainian	\$4,600	'22	Marketed	Requesting same support from '19
2022 Superstar Ukrainian	\$10,000	'22	Supported	Requesting same support
2023 Superstar Ukrainian	\$5,000	'23	Supported	New event

Exhibit "A"

Requests as of 7/7

Certificate Of Completion

Envelope Id: 81AF47E71E5D4837A6D50E32B2A1BC79	Status: Delivered
Subject: try this and see if it opens to process	
Source Envelope: 74C437DE30284D9B9AC1A0AB60CA2D69	
Document Pages: 28	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Clerk Admin
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	clerkservices@nassaucountyfl.com
	IP Address: 12.23.69.254

Record Tracking

Status: Original	Holder: Clerk Admin	Location: DocuSign
9/27/2022 7:01:06 PM	clerkservices@nassaucountyfl.com	

Signer Events

Signature	Timestamp
Brittany Boyle	Sent: 9/27/2022 7:02:16 PM
bboyle@nassauclerk.com	Viewed: 9/28/2022 8:42:02 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 9/28/2022 8:42:02 AM
 ID: bf3a6324-9c46-476d-9651-9a0cb287ccdc

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	9/27/2022 7:02:16 PM
Certified Delivered	Security Checked	9/28/2022 8:42:02 AM

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.

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.