

CONTRACT FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA

THIS CONTRACT made and entered into on November 16, 2022, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Sky Elements, LLC**, located at 3819 Rufe Snow Drive Suite 203 North Richland Hills, TX 76180, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services. Said services and pricing are more fully described in the *Scope of Work (SOW) and pricing*, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Consultant desires to render certain consulting services as described in Exhibit "A", and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon Consultant's assurance that it has the qualifications, staff, experience and resources, County has determined that it would be in the best interest of Nassau County to award a contract to Consultant for the rendering of those services described in Exhibit "A"

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in Exhibit "A".

ARTICLE 2 - SCOPE OF SERVICES

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Revised 8/12/2022

2.1 Consultant shall provide professional services in accordance with Exhibit "A".

2.2 Services requested by County or County's representative that are in addition to Exhibit "A" will be considered additional services and reviewed, at that time for additional fees. Any additional services shall be mutually agreed upon and provided in writing.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

Except as provided in Exhibit "A", County shall provide Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by County or others authorized by County.

County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the County Manager, or his designee, to act on County's behalf with respect to the Exhibit "A". The County Manager, or his designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret, and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF CONTRACT

The term of this Contract shall begin upon full execution of this Contract by all parties and terminate 1 year thereafter. The term of this Contract may be extended upon mutual written agreement between both parties. Any extension of the term under

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this Contract shall be in one (1) year increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement, amendment or modification to the term of the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis only and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated in accordance with Exhibit "A". If for any reason beyond the County's control, the event is cancelled, Consultant shall credit any previously paid deposit, minus any fees or expenses already incurred by Consultant and agreed to by the County, towards the payment for a future Dickens on Centre event. The date and time of the future Dickens on Centre event shall be agreed to by the parties in writing.

5.2 Consultant shall prepare and submit to the Assistant County Manager, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com and Billing@ameliaisland.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant

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for failure to perform the work in accordance with the provisions of this Contract, and County shall promptly notify Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Consultant will have thirty (30) days to cure any failure upon written notice.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

5.4 Final Invoice: In order for both parties herein to close their books and records, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

ARTICLE 6 – EXPENSES

Consultant shall be responsible for all expenses incurred while performing the services, unless otherwise detailed in Exhibit "A". This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Consultant's agents, if any, hired by Consultant to complete the work under this Contract.

ARTICLE 7 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar

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circumstances, at the same time, and in the same locality. At County’s sole discretion, Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

The documents which comprise this Contract between County and Consultant are attached hereto and made a part hereof and consist of the following:

- 8.1 This Contract; and
- 8.2 The Scope of Work (SOW) and pricing attached hereto as Exhibit “A”; and
- 8.3 *Certificate of Liability Insurance* attached hereto as Exhibit “B”; and
- 8.4 Any work authorizations, written amendments, modifications or addenda to this Contract.

ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Contract, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 10 – TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant

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represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - INDEPENDENT CONSULTANT

12.1 Consultant undertakes performance of the services as an independent consultant under this Contract and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Contract.

12.2 This Contract shall not render Consultant or any of Consultant's agents an employee, partner, agent of, or joint venturer with County for any purpose. Consultant is and will remain an independent consultant in its relationship to County and Consultant's agents are not and will not become Company's employees. County shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. County shall report all payments made to Consultant on a calendar year basis using IRS Form 1099, if required by law. Consultant agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not and shall have no obligation to: (a)(i) withhold FICA (Social Security and Medicare

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taxes) from Consultant's payments or make FICA payments on Consultant's or Consultant's agent's behalf, (ii) make state or federal unemployment compensation contributions or payments on Consultant's or Consultant's agent's behalf, or (iii) withhold state or federal income tax from Consultant's payments; or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Consultant or Consultant's agents. If Consultant hires employees to perform any work under this Contract, Consultant shall cover them with worker's compensation insurance and provide County with a certificate of workers' compensation insurance before the employees begin the work. Neither Consultant nor Consultant's agents are eligible to participate in any employee health, vacation pay, sick pay, or other fringe benefit plan of County. If any government agency or court determines that Consultant should be reclassified as an employee, Consultant hereby waives any right to County benefits and acknowledges and understands that such reclassification shall not entitle Consultant to any benefits offered to County's employees. Consultant and County agree that: (a) Consultant has the right to perform services for others during the term of this Contract; (b) Consultant has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Consultant has the right to perform the services required by this Contract at any location or time; (d) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

ARTICLE 13 – EXTENT OF CONTRACT

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13.1 This Contract represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

13.2 This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 15 - INSURANCE

Consultant shall maintain such commercial or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "B" and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

ARTICLE 16 – ACCESS TO PREMISES

County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

ARTICLE 17 - TERMINATION OF CONTRACT

17.1 Termination for Convenience: This Contract may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the termination date. In the event that Consultant abandons this Contract or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

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17.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Contract for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 19 – UNCONTROLLABLE FORCES

19.1 Neither County nor Consultant shall be considered to be in default of this Contract if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

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19.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 20 - GOVERNING LAW AND VENUE


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

ARTICLE 21 - MISCELLANEOUS

21.1 **Non-waiver:** A waiver by either County or Consultant of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

21.2 **Severability:** Any provision in this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a

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waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.

21.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Contract if Consultant does not transfer the records to the public agency.

d. Upon completion of the Contract, transfer, at no cost, to the public agency

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all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant maintaining the public records, then Nassau County shall immediately notify Consultant of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

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21.4 The provisions of this section shall not prevent the entire Contract from being void should a provision, which is of the essence of the Contract, be determined to be void.

ARTICLE 22 – EMPLOYMENT ELIGIBILITY

Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security’s E-Verify system (“E-Verify”) to verify the employment eligibility of all persons hired by Consultant during the term of this Contract to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the work (under this Contract), Consultant must include a requirement in the subcontractor’s contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 24 - CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any

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fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 25 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by County.

ARTICLE 26 - FUNDING

This Contract shall remain in full force and effect only as long as the expenditures provided for in the Contract have been appropriated by the Nassau County Board of County Commissioners in the annual budget for each fiscal year of this Contract and is subject to termination based on lack of funding.

ARTICLE 27 - NOTICE

27.1 Whenever either party desires or is required under this Contract to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY:

Marshall Eyerman
Assistant County Manager
96135 Nassau Place, Suite 1, Yulee, FL 32097
Phone: (904) 530-6010
Email: meyerman@nassaucountyfl.com

CONSULTANT:

Initials _____

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Preston Ward
Sky Elements, LLC.
3819 Rufe Snow Drive Suite 203 North Richland Hills, TX 76180
Phone: (817) 538-3207
Email: Preston@skyelementsdrones.com


27.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 28 - DISPUTE RESOLUTION

28.1 County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

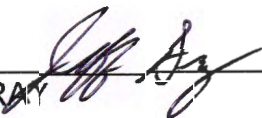
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28.2 If there is no satisfactory resolution as to the interpretation of the Contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

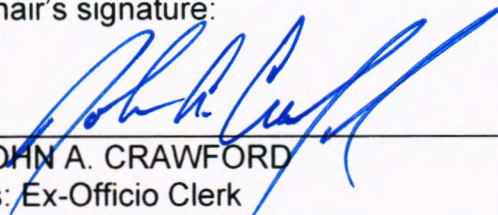
**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



JEFF GRAY
Its: Chairman

Date: 11-16-22

Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May 11/3/2022

DENISE C. MAY

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Initials 

Contract Tracking No. CM 3251

Sky Elements, LLC



By: Preston Ward

President

Its: _____

Date: 11/3/2022

Initials JA

Initials PW

Mariela,

Thank you for considering Sky Elements as your drone light show provider. Please read through the enclosed information to learn about our company and our vision for making your event a truly unforgettable experience.

Thank you again and we look forward to working with you very soon!

Tory Weisman
Sky Elements





Technology

Our drones utilize state of the art communication channels and multiple GPS positioning units. The RTK GPS system allows for position accuracy within 1cm and is verified four times per second. Our drones are equipped with super bright LEDs that are visible for miles. Our software is purpose built which integrates all aspects of technical show control as well as quick and identifiable safety parameters that are at the fingertips of the drone operator.

Safety

Our software allows the drone operator to take over any single drone during the operation should there be an emergency, as well as take over all drones and stop the show should the necessity arise. We also maintain multiple geo-fences which automatically issue safety commands to the drones if breached as well as maintaining a safety perimeter on the ground. These redundant safety features allow every show to be performed as safe as possible. We submit all required notices to the FAA and obtain any airspace approvals necessary to conduct the display.

Insurance

We hold a \$5,000,000 policy to cover our operations and general liability. We have the ability to add the client as additional insured for added benefit and protection.

Cleanup

Unlike pyrotechnics and other large scale event entertainment, a drone show leaves no trash or debris to be cleaned up. The site is returned in the exact same condition as before the display.

Quality and Design

Our show designers work closely with the client to ensure their vision comes to life. This process begins with storyboarding, then develops into pre-visualizations, followed by technical review of the flight animations. We will also conduct test flights at our testing location to ensure accuracy and clarity of images in the sky. Video of the test flight will be sent to the client when possible to ensure all aspects of the show are perfect for the live performance.





Customer Service

At Sky Elements we strive to do whatever it takes to put on a great show and deliver the client's vision. We will always keep the client apprised of progress and respond promptly. We have extensive experience participating in major events and understand the complicated nature of those events, so we strive to be excellent communicators and team players.

Your Event Team

Preston Ward - Chief Pilot

Preston is a practicing attorney who has a love for fireworks, drones, and all things technology. Preston has a degree in business administration with an emphasis in information systems from the University of Texas at Arlington. He also obtained his Juris Doctorate from the Texas A&M School of Law, and LLM from the University of Texas at Austin.

preston@skyelementsdrone.com | 817-538-3207

Tyler Johnson - Chief Engineer

Tyler is a mechanical engineer who has always loved technology. Drone displays combine his love for robotics, mechanics, and technology. In college, his senior project was drone automation and technical control. Tyler has a mechanical engineering degree with a minor in robotics programming from Rose-Hulman Institute of Technology.

tyler@skyelementsdrone.com | 214-794-4796

Brian Geck - Lead Animator

Brian is a mixed media artist who has taken to drones as the next great art form. Brian has a fine arts degree from the University of Texas at Arlington and has won numerous awards and recognitions in the areas of film, web design, animated Christmas lights, and firework show design.

brian@skyelementsdrone.com | 817-914-2462





Amelia Island Covention Center

Show Summary:

Approximate Show Length: up to 10 minutes. Full custom show designed with and for the client

Custom Drone Show Pricing

Number of Drones	100	150	200
December 8th	\$35,000	\$52,500	\$70,000

*Pricing Includes FAA Permitting costs, Custom Show Costs and Travel Costs

Number of Drones	100	150	200
2 nd flight pricing 10% of first flight Costs	\$3,500	\$5,250	\$7,000

Number of Drones	100	150	200
3 rd flight pricing 40% of first flight cost	\$14,000	\$21,000	\$28,000

Number of Drones	100	150	200
Total for all 3 nights	\$52,500	\$78,750	\$105,000

Other requirements:

Client to provide venue rental/acquisition, site security, blocking off necessary access points during drone performance. **Payment: 50% down payment no later than 7 days after execution of contract and 50% paid after the last show.**





Drone Show Site Plan

Amelia River

1 N Front St, Fernandina Beach, FL 32034
(30.67219822399761, -81.46490406448925)

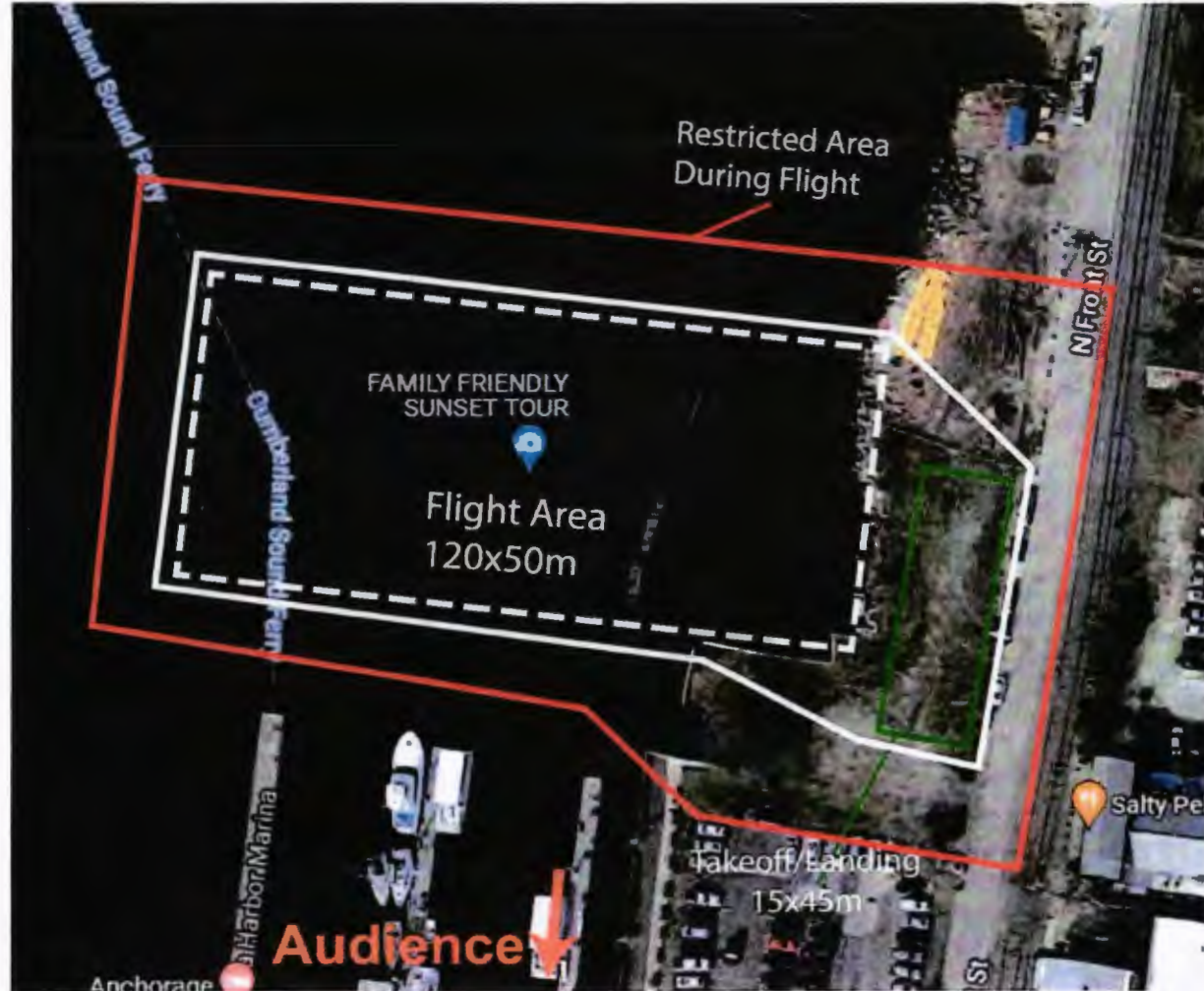
All space under red box must be clear of people during flight.

Acceptable thresholds:
<20mph sustained windspeed.
<30mph gusting windspeed.
Clouds must be greater than 1,000 feet AGL. Visibility greater than 3 statute miles.

Vertical Geofence:
400ft AGL

Airspace Class: G (E above 700ft)

KFHB - FERNANDINA BEACH
MUNI
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NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 6
Yulee, Florida 32097

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

Dist. No. 1: Ft. Lauderdale Beach
Dist. No. 2: Amelia Island
Dist. No. 3: Yulee
Dist. No. 4: Brydsville Hilliard
Dist. No. 5: Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

TACD E. POPE, AICP
County Manager

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Sky Elements Drone Lightshow

Bid No. Contract No. N/A

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-referenced project by entering into the contract, the Contractor shall comply with the provisions of Section 448.093, 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 §448.09(2), but the Contractor otherwise complied with §448.09(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) A challenge to termination under this provision must be filed in the County Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Sky Elements LLC (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448 095 Florida Statutes

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

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

Tory M

Print Name Tory Weisman

Date 9/21/22

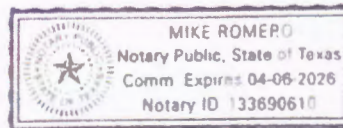
STATE OF ~~FLORIDA~~ Texas

COUNTY OF ~~Nassau~~ Dallas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9/21/22 (Date) by Tory Weisman (Name of Officer or Agent, Title of Officer or Agent) of Sky Elements LLC (Name of Contractor Company Acknowledging), a Texas (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Driver license as identification.

Mike Romero
Notary Public

Mike Romero
Printed Name



My Commission Expires 04-06-2026



SKYELEM-01

MIBAVEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2022

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).


<p>PRODUCER MFE Insurance Brokerage 1019 E. 4th Pl. Los Angeles, CA 90013</p>	<p>CONTACT NAME: PHONE (A/C, No, Ext): (213) 634-2500 FAX (A/C, No): (213) 640-5000 E-MAIL ADDRESS: certs@mfeinsurance.com</p>
<p>INSURED Sky Elements, LLC. 1729 Sawtooth Oak Trl. Keller, TX 76248</p>	<p>INSURER(S) AFFORDING COVERAGE NAIC #</p> <p>INSURER A : Massachusetts Bay Insurance Company</p> <p>INSURER B : Mitsui Sumitomo Insurance USA, Inc.</p> <p>INSURER C :</p> <p>INSURER D :</p> <p>INSURER E :</p> <p>INSURER F :</p>

COVERAGES CERTIFICATE NUMBER: 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 X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	ODYH687307	7/15/2022	7/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP - Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER \$						
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ODYH687307	7/15/2022	7/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Physical Damage \$ 50,000 \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE		ODYH687307	7/15/2022	7/15/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 DED RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WCP9117029	7/15/2022	7/15/2023	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder is included as an additional insured solely in respects to claims arising from the operations of the named insured per written contract. Coverage is primary and non-contributory. A thirty (30) day written notice shall be provided prior to cancellation or modification of coverage, 10 days for non-payment.

<p>CERTIFICATE HOLDER</p> <p>Nassau County Board of County Commissioners & Amelia Island Convention and Visitors Bureau 96135 Nassau Place Yulee, FL 32097</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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OLD REPUBLIC INSURANCE COMPANY

CERTIFICATE OF INSURANCE

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.

This is to certify to
(Certificate Holder): **Nassau County Board of County Commissioners
& Amelia Island Convention and Visitors Bureau
96135 Nassau PL
Yulee, FL 32097**

The following policy(ies)
have been issued to: **Sky Elements, LLC
1729 Sawtooth Oak Trail
Keller, TX 76248**

POLICY INFORMATION:

AIRCRAFT POLICY NO: AVC00491801 POLICY PERIOD: FROM: June 3, 2022 TO: June 3, 2023
THIS COVERAGE IS EFFECTIVE 12:01 A.M. September 16, 2022
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:

LIMITS OF LIABILITY

	EACH PERSON	EACH OCCURRENCE
<input type="checkbox"/> Bodily Injury	\$	\$
<input type="checkbox"/> Property Damage	\$	\$
<input type="checkbox"/> Passenger Bodily Injury	\$	\$
<input checked="" type="checkbox"/> Single Limit <input type="checkbox"/> Including <input checked="" type="checkbox"/> Excluding Passengers	\$XXXX	\$ 5,000,000
<input type="checkbox"/> With Passenger Liability Limited to:	\$	\$

DESCRIPTION OF AIRCRAFT

PHYSICAL DAMAGE COVERAGE:

ALL RISKS GROUND & IN-FLIGHT

F.A.A. NO.	YEAR	MAKE AND MODEL	INSURED VALUE	NOT IN MOTION	DEDUCTIBLES IN-MOTION
			\$	\$	\$
			\$	\$	\$

THIS CERTIFICATE HOLDER IS:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value.
- Is included as an Additional Insured on Aircraft Liability Coverage but only with respect to operations of the Named Insured.
Is provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only with respect to operations of the Named Insured.
- Insured.

OTHER COVERAGES / CONDITIONS / REMARKS:

- This coverage includes War Physical Damage Coverage
- This coverage includes War Liability Coverage
- This coverage includes TRIA Liability Coverage
- This coverage includes TRIA Physical Damage Coverage

This coverage applies to all Unmanned Aerial Systems owned or operated by the Named Insured.

Provision has been made to give the Certificate Holder prompt notice of cancellation of any policy above; however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above, nor does it affirmatively or negatively amend, extend or alter coverage afforded by the policy(ies) listed within.

Old Republic Aerospace, Inc. Representative:

Agency Name: RT Specialty	
Agency Phone: 214-254-4679	

Date: 09/20/2022



OLD REPUBLIC AEROSPACE, INC.

1990 VAUGHN ROAD, SUITE 350 KENNESAW, GA 30144 | PH: (770) 590-4950 | FX: (770) 590-0599



OLD REPUBLIC INSURANCE COMPANY

CERTIFICATE OF INSURANCE

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.

This is to certify to **To Whom It May Concern**
(Certificate Holder).

The following policy(ies) **Sky Elements, LLC**
have been issued to: **1729 Sawtooth Oak Trail**
Keller, TX 76248

POLICY INFORMATION:			
AIRCRAFT POLICY NO: TBA	POLICY PERIOD:	FROM: June 3, 2022	TO: June 3, 2023
THIS COVERAGE IS EFFECTIVE 12:01 A.M. June 3, 2022			
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY			

LIABILITY COVERAGES:	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
<input type="checkbox"/> Bodily Injury	\$	\$
<input type="checkbox"/> Property Damage	\$	\$
<input type="checkbox"/> Passenger Bodily Injury	\$	\$
<input checked="" type="checkbox"/> Single Limit <input type="checkbox"/> Including <input checked="" type="checkbox"/> Excluding Passengers	\$XXXX	\$ 5,000,000
<input type="checkbox"/> With Passenger Liability Limited to:	\$	\$

DESCRIPTION OF AIRCRAFT	PHYSICAL DAMAGE COVERAGE:		ALL RISKS GROUND & IN-FLIGHT	
	INSURED VALUE	NOT IN MOTION	DEDUCTIBLES	
F.A.A. NO. YEAR MAKE AND MODEL			IN-MOTION	
	\$	\$	\$	\$
	\$	\$		

THIS CERTIFICATE HOLDER IS:
<input type="checkbox"/> Included as a Loss Payee for Aircraft Physical Damage Coverage.
<input type="checkbox"/> Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value.
<input type="checkbox"/> Is included as an Additional Insured on Aircraft Liability Coverage but only
<input type="checkbox"/> Is provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only

OTHER COVERAGES / CONDITIONS / REMARKS:
<input type="checkbox"/> This coverage includes War Physical Damage Coverage
<input type="checkbox"/> This coverage includes War Liability Coverage
<input type="checkbox"/> This coverage includes TRIA Liability Coverage
<input type="checkbox"/> This coverage includes TRIA Physical Damage Coverage
<input checked="" type="checkbox"/> This coverage applies to all Unmanned Aerial Systems owned or operated by the Named Insured.

Provision has been made to give the Certificate Holder prompt notice of cancellation of any policy above; however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above, nor does it affirmatively or negatively amend, extend or alter coverage afforded by the policy(ies) listed within.

Old Republic Aerospace, Inc. Representative:

Agency Name:	RT Specialty	
Agency Phone:	214-254-4679	

Date: June 30, 2022





Company ID Number: 1707216

Approved by:

Employer Sky Elements LLC	
Name (Please Type or Print) Preston Ward	Title
Signature Electronically Signed	Date 06/20/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/30/2021



Company ID Number: 1707216

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Sky Elements LLC
Company Facility Address	1729 Sawtooth Oak Trl Keller, TX 76248
Company Alternate Address	PO Box 161001 Fort Worth, TX 76161
County or Parish	TARRANT
Employer Identification Number	862486817
North American Industry Classification Systems Code	713
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



Company ID Number: 1707216

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

TX

1



Company ID Number: 1707216

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Preston Ward
Phone Number 8175383207
Fax
Email preston@skvelementsdrones.com



Company ID Number: 1707216

This list represents the first 20 Program Administrators listed for this company.



Company ID Number: 1707216

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Sky Elements LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1707216

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



Company ID Number: 1707216

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 1707216

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 1707216

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 1707216

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee’s response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee’s response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

**ARTICLE IV
SERVICE PROVISIONS**

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

**ARTICLE V
MODIFICATION AND TERMINATION**

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 1707216

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

**ARTICLE VI
PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



Company ID Number: 1707216

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

**NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**

96135 Nassau Place Suite 1
Yulee, FL 32097

PAGE

1 OF 1

VENDOR NAME & ADDRESS

Vendor Sky Elements, Inc.
Address 3819 Rufe Snow Drive Suite 203 North Richland Hills, TX 76180
Preston Ward
Preston@skyelementsdrone.com
Phone (817) 538-3207

AITDC

REQUISITION 2023

REQUESTED BY Gil Langley

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	FUND ACCOUNT NUMBER
9/29/2022 Down Payment for Sky Elements, LLC Drone Show for Dickens on Centre	1	\$39,375.00	\$ 39,375.00	37523552-548520 DOC
12/13/2022 Final Payment for Sky Elements, LLC Drone Show for Dickens on Centre		\$ 39,375.00	\$ 39,375.00	37523552-548520 DOC
			\$ -	
Total Event Fee ("Fees") \$78,750 50% of total Fees will be invoiced by Sky Elements upon the parties' execution of contract and paid in accordance with the terms of the contract. 50% of the Fees will be invoiced by Sky Elements LLC upon completion of the event and paid in accordance with the terms of the contract.			\$ -	10/26/2022
			\$ -	
			\$ -	

Purchasing Process:

5.8 Other Professional Services

BOCC resolution 22-181

ORIGINAL - FINANCE COPY
COPY- DEPARTMENT COPY

Subtotal
Total \$78,750.00

Department Head / Managing Agent

I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy

Marshall Eyerman

10/27/2022

GL

10/26/2022

Office of Management and Budget

I certify that, to the best of my knowledge, funds are available for payment and this purchase constant with the Nassau County Purchasing Policy

Chris Lacambra

11/1/2022

Procurement Director

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy

Ranasi Adams

11/1/2022

County Manager

I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval

11/3/2022

Exemptions / Sole Source / Single Source Certification Form

Date: October 26, 2022 Contact Name: Sky Elements, LLC
Vendor Name: Sky Elements, LLC. Project: Dickens on Centre Drone Show
Address: 3819 Rufe Snow Suite 203 FY Cost: \$78,750
North Richland Hills, TX 76180 Total Cost: \$78,750
Phone: (817) 538-3207 Account: 37523552548520 DOC

Description of Goods and/or Services: Drone show for Dickens on Centre event

Source of Funds: [X] County [] State [] Federal [] Other

Check one (1) of the following choices:

- [X] Exempt purchase: [] Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
[] Professional Services: Nassau County Purchasing Policy (Chapter 1, Article VII, Section 1-141) - Purchasing policy Section (e) Purchases exempt from competitive or alternative methods.
[] Communications (5.2 - Nassau County Purchasing Policy Exemption)
[] Publications (5.3 - Nassau County Purchasing Policy Exemption)
[] Lodging and Transportation (5.5 - Nassau County Purchasing Policy Exemption)
[X] Other Professional Services (5.8 - Nassau County Purchasing Policy Exemption)

Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase. (Attach letter from the vendor)
Sole Source: The goods or services can be legally purchased from only one source. (Attach letter from the vendor). Were alternatives evaluated? Yes [] (If yes, explain why alternatives are unacceptable) No [] (If no, explain why no alternatives were evaluated)

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination:

GL

Department Head/Managing Agent - I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.

/26/2022

Marshall E. Johnson 11/27/2022

Procurement Director - I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

Kanace Adams 11/1/2022

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.

Chris Lacambra 11/1/2022

County Manager - I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

[Signature] 11/3/2022

Y



BOCC AGENDA ITEM

Item Title: Consider a Resolution Authorizing the use of TDT funds for certain Professional Service Providers

Date: 9/26/2022

Department: County Manager

Background:

On September 7, 2022, the Tourist Development Council, approved Resolution 2022-160 recommending to the Board of County Commissioners the engagement with certain professional service providers to execute destination marketing services in fiscal year 2023. The TDC found the strategic plan and use of Tourism Development Tax dollars will enhance visitor experiences, promote tourism on Amelia Island, in Nassau County, and in the State of Florida, and will work to grow the tourism market.

For consideration by the Board of County Commissioners, is a Resolution which would authorize the use of Tourist Development Tax dollars to engage with the professional service providers listed below to execute destination marketing related services in FY2023. This action would find the use of TDT funds will enhance visitor experiences, promote tourism on Amelia Island, in Nassau County, and in the State of Florida, and will work to grow the tourism market. The BOCC is authorized, per 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. If approved, the BOCC will consider contracts with each professional service vendor listed at a future meeting date, as necessary.

- Starmark International
- Visit Florida
- Cellet Marketing & Public Relations
- We-Decorate
- Hayworth Public Relations
- Florida's First Coast of Golf
- Amelia Island Welcome Center (Amelia Island Convention & Visitors Bureau)
- Silvertch
- Research Data Services
- Sky Element
- Gator Bowl Sports

Request:

Consider a Resolution authorizing the use of Tourist Development Tax funds to engage with certain Professional Service providers to execute destination marketing related services in FY2023.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

Working with tourism partners helps to build a stronger, more resilient, and equitable economic ecosystem, enhance visitor experiences and promote tourism on Amelia Island and Nassau County.

Action Requested and Recommendation:

Consider a Resolution authorizing the use of Tourist Development Tax funds to engage with certain Professional Service providers to execute destination marketing related services in FY2023.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

Yes

Funding Source:

- Fiscal Year 2022-2023
- Hayworth Creative, Inc.: 37523552-548710 PR
 - Starmark International Inc.: 37523552-548120, 37523522-548110 DESGN
 - SilverTech, Inc.: 37523552-548240 SPEC
 - 3E CJ UC dba We Decorate: 37523552-548520 HOLDY
 - Florida's First Coast of Golf, Inc.: 37523552-548120-DIGIT, 37523552-548120 PRINT
 - Research Data Services: 37523552-534250
 - Cellet Travel Services LTD: 37524552-548018 INTNL
 - Visit FL: 37523552-548120 VIDEO

APPROVED BOCC

DATE 9.26.22 (TW)

AICVB - Welcome Center: 37524552-549000 WELMC
Sky Element LLC: 37523552 – 548520 DOC
Gator Bowl Sports, Inc: 37523552-548350 JAXSP

Additional Information Needed for Contracts/Agreements (If Applicable)

Contract Number assigned by Contracts Management:

N/A

For non-governmental agencies, has the document been sent to the vendor for signature?

N/A

Does the document need to be recorded? If so, who will pay the recordation fee?

N/A

Are there any special mailing instructions? (Include contact name, address, deadline for submittal, how to mail such as express mail, FedEx, etc):

N/A

How many originals are needed?

One - Please return executed copies to the County Manager's office and Convention and Visitor's Bureau.

ATTACHMENTS:

Description	Upload Date	Type
<u>AITDC Resolution 2022-160</u>	9/19/2022	Cover Memo
<u>BOCC Resolution</u>	9/20/2022	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
County Manager	Bell, Amy	Approved	9/19/2022 - 11:00 AM
County Manager	Pope, Taco	Approved	9/19/2022 - 4:41 PM
Attorney	May, Denise	Approved	9/21/2022 - 10:55 AM

RESOLUTION NO. 2022- 181

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, AUTHORIZING THE USE OF TOURIST DEVELOPMENT DOLLARS TO ENGAGE, WITH THE OUTLINED PROFESSIONAL SERVICE PROVIDERS TO EXECUTE DESTINATION MARKETING RELATED SERVICES IN FISCAL YEAR 2023; 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 September 7, 2022 by execution of AITDC Resolution No. 2022-160 attached hereto as Exhibit "A"; 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

WHEREAS, the engagement of such professional services shall meet all applicable Federal, State and local procurement requirements; 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 authorized the use of TDT dollars for the engagement of the following vendors, as further depicted in Exhibit "A" attached hereto, as means to promote tourism in Nassau County, Florida.

- Starmark International
- Visit Florida
- Cellet Marketing & Public Relations
- We-Decorate
- Hayworth Public Relations
- Florida's First Coast of Golf
- Amelia Island Welcome Center (Amelia Island Convention & Visitors Bureau)
- Silvertch
- Research Data Services
- Sky Element
- Gator Bowl Sports

b. The BOCC finds that the use of TDT dollars for the engagements are consistent with Section 125.0104, Florida Statutes and with local Ordinances 88-31, as amended, and 89-8, as amended.

c. The BOCC approves the appointment for the AICVB to manage the work as provided 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 amount of TDT dollars to fund Exhibit A, pursuant to Ordinance 88-31, as amended, shall be funded from the AITDC proposed 2023 budget.

SECTION 3. SCOPE. The BOCC approves the engagement of vendors in Section 2.a and further depicted in Exhibit "A".

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

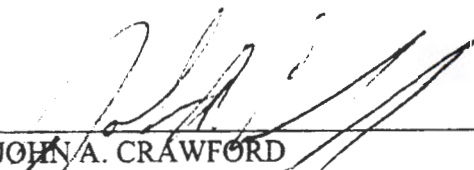
DULY ADOPTED this 26th this day of September, 2022.

**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. 2022-160

AITDC RESOLUTION NO. 2022- 160

A RESOLUTION OF THE AMELIA ISLAND TOURIST DEVELOPMENT COUNCIL OF NASSAU COUNTY, FLORIDA RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS THE ENGAGEMENT WITH THE OUTLINED PROFESSIONAL SERVICE PROVIDERS TO EXECUTE DESTINATOIN MARKETING RELATED SERVICES IN FISCAL YEAR 2023; 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 truces 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 with these professional service providers, 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 engage professional service providers in execution of tasks related to destination marketing 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.

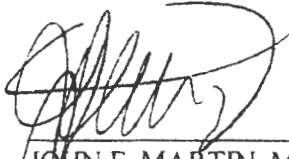
- a. The AITDC recommends that the BOCC utilize TDT dollars for the engagement of the following vendors, as further depicted in Exhibit "A" attached hereto, as means to promote tourism in Nassau County, Florida.
 - a. Starmark International
 - b. Visit Florida
 - c. Cellet Marketing & Public Relations
 - d. We-Decorate
 - e. Hayworth Public Relations
 - f. Florida's First Coast of Golf
 - g. Amelia Island Welcome Center (Amelia Island Convention & Visitors Bureau)
 - h. Silvertch
 - i. Research Data Services
 - j. Sky Element
 - k. Gator Bowl Sports
- b. The AITDC finds that the use of TDT dollars for the engagement of these vendors, 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 work 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 the engagement of the vendors is further depicted in Exhibit "A" attached hereto. Such amount 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 of the vendors herein and further depicted in Exhibit "A".

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

DULLY ADOPTED this 7th day of September 2022.

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




JOHN F. MARTIN, MBA

Its: Chairman

Date: September 7, 2022

Approved as to form by the
Nassau County Attorney:


DENISE C. MAY

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EXHIBIT A

AITDC FY23 Projected Expenditures over \$50,000

For fiscal year 2023, the Amelia Island Convention & Visitors Bureau has prepared an initial list of forecasted expenditures that will require purchase orders over \$50,000. These expenditures should be recommended by the Amelia Island Tourist Development Council (AITDC) to the Nassau County Board of County Commissioners (BOCC) for approval. The list below includes the recommendation to continue the work with these single source professional service vendors, membership, and advertising insertion orders. These vendors have an established track record of helping sustain the positive economic impact of Amelia Island's outstanding tourism industry. Each vendor meets the high standards of performance expectations of the AITDC and there are significant financial and time efficiencies to have these vendors continue the scope of work already underway on behalf of the destination.

STARMARK INTERNATIONAL

This agency manages much of our paid media buying as well creative development. Starmark is launching our new creative campaign development in FY22 so we recommend the continuation of work with this agency to fully execute the campaign into the new fiscal year. Utilizing their media buying expertise and leveraging their buying power provides a greater return on investment. There is great synergy in having this agency manage both media buying and the related creative development to produce an effective marketing strategy. The scope of work in FY23 includes a portion of paid media (advertising insertions) expenses as well as budget for ongoing design production such as media built to spec, trafficking, material development etc. throughout the year. Currently budgeting \$2,160,000 in media spend + \$216,000 in production = \$2,376,000 total.

VISIT FLORIDA

The state's destination marketing organization provides cooperative advertising opportunities. In FY23 we are participating in a winter video advertising program that includes a 50/50 match for an advertising insertion order for \$375,000.

CELLET MARKETING AND PUBLIC RELATIONS

Cellet manages our marketing and public relations efforts in the United Kingdom market to help build our destination awareness for this high-yield audience. This team has first-hand experience and familiarity of the destination which provides a time and cost savings for our international efforts and ensure the continuing performance. In FY23 we are expanding our international marketing efforts for a Pan-European reach to potentially include Germany and France. Prior to the pandemic we utilized a German-based agency for German-speaking markets, but in FY23 the AICVB suggests combining those efforts under Cellet to take advantage of unified international efforts. Efforts will include agency coordination as well as marketing activities targeting both consumers as well as trade. Budget not to exceed \$250,000.

WE-DECORATE

This vendor has worked on our annual holiday lighting program in historic Fernandina Beach to provide lighting ambiance for the Dickens on Centre holiday festival for many years. Based on historic procurement bids and this vendor's intimate knowledge and experience with the owned product, the electrical needs, and the historical process, we recommend engaging this vendor again in FY23. Budget amount not to exceed \$200,000.

HAYWORTH PUBLIC RELATIONS

This public relations firm has a historic track record of developing and maintaining our brand reputation and earned media relationships. Our annual retainer has not increased in over ten years, providing a significant savings in fees. Between the cost efficiency, brand familiarity, relationships with working with local industry partners and media, the

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AICVB recommends the extension of the program of work. The scope of work for FY23 includes efforts to increase editorial coverage, generate brand exposure, elevate awareness and provide crisis management if necessary. The proposed budget includes \$75,000 for specialist retainers + \$73,000 for expenses, a total of \$148,000.

FLORIDA'S FIRST COAST OF GOLF

Florida's First Coast of Golf is a regional golf tourism marketing company responsible for advertising a 5- county region as a golf destination. Our membership in this regional consortium includes a FY23 scope of work covering golf tourism marketing services. In addition to the annual membership, we also participate in cooperative advertising opportunities to take advantage of the regional brand association and pricing efficiencies. The annual membership investment for FY23 is \$85,000 plus an estimated \$50,000 in co-operative advertising programs for a total of \$135,000.

AMELIA ISLAND WELCOME CENTER (AMELIA ISLAND CONVENTION & VISITORS BUREAU)

Per the contract with the BOCC (CM2698), the AICVB operates and staffs the Amelia Island Welcome Center. The budget for the visitor services staff in FY23 includes extending the hours of the Welcome Center. Budget total is \$130,000.

SILVERTECH

This digital agency currently manages our consumer website Ameliainland.com. While there is an RFP to rebuild a new website in FY23, we will need ongoing services to maintain the current site until the new launch. The AICVB suggests the continuation of work with this agency to save time and money while the RFP process is underway. The scope of work includes a retainer of hours used to maintain and optimize Ameliainland.com, produce and manage our email marketing program and support digital reporting. The budget for FY23 is \$122,149.92

RESEARCH DATA SERVICES

This data company provides strategic marketing research including our core visitor intercepts to develop the visitor profile reports along with event impact/ROI studies. Utilizing the same research company creates a consistent methodology that is important to the validity of the data. In addition, their pricing structure and in-destination staff to execute the intercept studies, lead the AICVB to recommends the continuation of working with RDS in FY23. The budget includes the core visitor profile reports at \$57,000 + \$25,950 for additional insight projects such as event impact studies and Welcome Center tabulations. Total \$82,975.

SKY ELEMENT

To create a "wow" experience at Dickens on Centre which will help elevate the event and increase overnight visitation, the AICVB is recommending we switch from fireworks to a customizable, visually stunning drone light show. Drone shows are also more environmentally sustainable with no related debris, significant noise or chemical pollution. After requesting three written bids from potential vendors, the AICVB recommends engaging with this vendor for a scope of work to include three shows for \$78,750.

GATOR BOWL SPORTS

The current membership agreement runs through 2026, with a budget total for FY2023 in the amount of \$50,000. The ACC Team participating in the TaxSlayer Gator Bowl will use an Amelia Island Hotel/Resort as its official Team Hotel.