

**BOCC CONTRACT APPROVAL FORM**  
(Request for Contract Preparation)

CS-22-056  
CONTRACT TRACKING NO.  
Cm 3284

**GENERAL INFORMATION**

Requesting Department: OMB  
Contact Person: Marshall Eyerman  
Telephone: (904) 530-6010 Fax: ( ) Email: meyerman@nassaucountyfl.com

**CONTRACTOR INFORMATION**

Name: Presentation Resource, INC  
Address: 1819 Kings Ave, Jacksonville, FL 32207  
City State Zip  
Contractor's Administrator Name: Glenn Neal Title: CFO  
Telephone: (904) 398-8179 Fax: ( ) Email: gneal@priproductions.com

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

Authorized Signatory Name: Glenn Neal  
Authorized Signatory Email: gneal@priproductions.com

**CONTRACT INFORMATION**

Contract Name: Presentation Resource, INC  
Description: Tents, tables, chairs, and décor rentals for Dickens on Centre  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.  
Total Amount of Contract: \$36,962.00  
APPROXIMATE IF NECESSARY

Source of Funds:  County  State  Federal  Other Account: 37523552-548520 DOC

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

Contract Dates: From: Execution to: 12/31/2022 Termination/Cancellation: \_\_\_\_\_

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

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

**If Processing an Amendment:**

Contract #: \_\_\_\_\_ Increased Amount to Existing Contract: \_\_\_\_\_  
New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amended Amount: \_\_\_\_\_

*Continued on next page*



**CHECKLIST**

*Review/Complete before sending contract for final signature*

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

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. Marshall Eyerman 11/29/2022  
 Department Head/Contract Manager Date **GL** 11/29/2022
2. Aracelis Alvarez 11/30/2022  
 Procurement Date
3. Chris Lacambra 12/1/2022  
 Office of Mgmt & Budget Date
4. Denise C. May 12/2/2022  
 County Attorney Date **DJ**

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. [Signature] 12/5/2022  
 County Manager Date

**CONTRACT FOR PRESENTATION RESOURCE, INC. FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA**

**THIS CONTRACT** made and entered into on \_\_\_\_\_, 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 **PRESENTATION RESOURCE, INC.**, located at 1819 Kings Ave, Jacksonville, FL 32207, hereinafter referred to as "Consultant":

**WHEREAS**, County desires to obtain professional services for tent and décor rentals for Dickens on Centre. Said services are more fully described in the Job# 43933, attached hereto and incorporated herein as Exhibit "A"; and

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

**WHEREAS**, the County has completed the necessary steps for retention of decorating services under applicable County policy.

**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**

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

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**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 December 31, 2022. The term of this Contract may be extended upon mutual written agreement between both parties. Any extension of the term under 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,

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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 not to exceed thirty-six thousand nine hundred sixty-two dollars (\$36,962.00), in accordance with Exhibit "A". In addition to a fully executed contract, a 50% deposit is required to reserve products and services outlined in Exhibit "A". An additional 25% payment is required 30 days prior to delivery. If contract is executed less than 30 days from the delivery a 75% deposit is required to reserve products and services outlined in Exhibit "A". Balance is due in full upon delivery and acceptance by County. If for any reason beyond the County's control, the event is cancelled, Consultant shall credit any previously paid down payment minus any fees or expenses already incurred by Consultant and agreed to by the County toward the payment for a future County event. The date and time of the future 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](mailto:invoices@nassaucountyfl.com) and a copy to [billing@ameliaisland.com](mailto:billing@ameliaisland.com). Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices

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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 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.

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**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 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 Job# 43933 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

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inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant 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 County 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

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and shall have no obligation to: (a)(i) withhold FICA (Social Security and Medicare 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 not 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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Consultant shall promptly contact County to make arrangements to render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

**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. Upon receipt of the written notice of termination, Consultant shall immediately render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

**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

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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.

**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.

**19.3** In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either party. In the case of any delay Consultant believes is excusable under this paragraph, Consultant shall notify County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE CONSULTANT'S

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SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. County, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against County. Consultant shall not be entitled to an increase in the Contract price or payment of any kind from County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause described in this paragraph, after the causes have ceased to exist, Consultant shall perform at no increased cost, unless County determines in its sole discretion, that the delay will significantly impair the value of the Contract to County, in which case, County may do any or all of the following: (1) accept allocated performance or deliveries from Consultant, provided that Consultant grants preferential treatment to County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**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**

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**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 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](mailto: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:

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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 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

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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.

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](http://www.uscis.gov/e-verify).

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Consultant further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to County or other authorized entity consistent with the terms of Consultant's enrollment in the program. This includes maintaining a copy of proof of Consultant's and subcontractors' enrollment in the E-Verify program. If Consultant enters into a contract with a subcontractor, the subcontractor must provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the Contract.

Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and County may treat a failure to comply as a material breach of the Contract. If County terminates the Contract pursuant to F.S. 448.095(2)(c), Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and Consultant is liable for any additional costs incurred by County as a result of the termination of this Contract.

**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

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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 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

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Email: [meyerman@nassaucountyfl.com](mailto:meyerman@nassaucountyfl.com)

**CONSULTANT:**

Glenn Neal CFO  
Presentation Resource, INC.  
1819 Kings Ave, Jacksonville, FL 32207  
Phone: 904-398-8179  
Email: gneal@priproductions.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

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addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

**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.

**ARTICLE 29 – CONFLICTING TERMS**

In the event of any conflict between the terms of this contract and the terms of any attachments, the terms of this contract prevail.

**ARTICLE 30 – ASSIGNMENT & SUBCONTRACTING**

In order to assign its Contract with County, or to subcontract any of the work requirements to be performed, Consultant must ensure, and provide assurances to County upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Consultant must provide County with the names of any subcontractor considered for work under this Contract; County reserves the right to reject any subcontractor whose qualifications or performance, in County's judgement, are insufficient. Consultant agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to County upon request. Consultant further agrees that County shall not be liable to any subcontractor for any expenses or liabilities incurred

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under the subcontract. Consultant, at its expense, will defend County against such claims.

Consultant agrees to make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from County in accordance with F.S. 287.0585, unless otherwise stated in the contract between Consultant and subcontractor. Consultant's failure to pay its subcontractor(s) within seven (7) working days will result in a penalty charged against Consultant and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

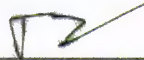
**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day and year first written above.

*Space intentionally left blank*

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**NASSAU COUNTY, FLORIDA**



\_\_\_\_\_  
TACO E. POPE, AICP

Its: Designee

12/5/2022

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

Approved as to form and legality by the  
Nassau County Attorney

*Denise C. May* 12/5/2022

\_\_\_\_\_  
DENISE C. MAY

**PRESENTATION RESOURCE, INC.**



\_\_\_\_\_  
By: Glenn Neal

Its: CFO

Date: 12/2/2022

Initials \_\_\_\_\_

Initials GN





**PRI Productions**  
 1819 Kings Ave 1819 Kings Ave  
 Jacksonville, Florida 32207  
 Ph: (904) 398-8179  
 Fax: 904.398.1569  
 priproductions.com

**Job# 43933**  
**JOB CONTRACT**

**PRODUCTIONS**

INVOICE TO:		DELIVERY ADDRESS:	
Amelia Island CVB 2398 Sadler Road, Suite 200 Amelia Island, Florida 32034  <b>Contact: Mariela Murphy</b> <b>Phone: (904) 277-4369</b> <b>Email: mmurphy@ameliaisland.com</b>		, ,  <b>Room:</b> <b>On-Site Contact:</b> <b>Phone:</b>	
		<b>Order Status: Active</b> <b>Sales Person: Derek Eaton</b> <b>Email: Deaton@priproductions.com</b>	
		<b>Customer #8527</b> <b>Terms: In Advance</b>	
<b>Order Date</b> 09/19/2022			
<b>Delivery Window</b> 12/8/2022, 7:30 PM - 12:00 AM		<b>Event</b> 12/9/2022, 8:00 PM -	
		<b>Strike</b> -	

**JOB DESCRIPTION: Dickens on Centre 2022**

Quantity	Description	Duration	Price	Subtotal
<b>Tents</b>				
40	10'x10' High Peak Tent On 8' Legs	1 Days	\$225.00	\$9,000.00
40	10'x20' sidewall <i>To be used on tents with 10' legs</i>	1 Days	\$60.00	\$2,400.00
			<b>Total:</b>	<b>\$11,400.00</b>

**PRI General Rentals**

Quantity	Description	Duration	Price	Subtotal
<b>SED Drape</b>				
160	8' Black Drape	1 Days	\$5.00	\$800.00
<b>Tables &amp; Chairs</b>				
100	Black Samsonite Chair	1 Days	\$2.50	\$250.00
<b>Décor</b>				
6	Picnic Tables, Wood	1 Days	\$150.00	\$900.00
6	Corral Fence	1 Days	\$30.00	\$180.00

**PRI General Rentals Total: \$2,130.00**

**Lesesne House**

Quantity	Description	Duration	Price	Subtotal
<b>Tables &amp; Chairs</b>				
6	30" Highboy	1 Days	\$15.00	\$90.00
8	36" Round Cocktail Table GES	1 Days	\$18.00	\$144.00
<b>Floral</b>				
10	Holiday Centerpieces	1 Days	\$45.00	\$450.00
<b>Décor</b>				
200	LED Filament Lights (plastic coated, warm white) PER FOOT <i>SOLD PER LINEAR FOOT</i>	1 Days	\$4.50	\$900.00
16	Stanchion Silver Chrome	1 Days	\$18.00	\$288.00
8	Rope, Red Velvet 6'	1 Days	\$10.00	\$80.00
1	Traditional Christmas Décor Package: Lesesne	1 Days	\$750.00	\$750.00
1	Cube Bar Base	1 Days	\$250.00	\$250.00
<b>Linen</b>				
8	Tent Pole cover Black Spandex	1 Days	\$15.00	\$120.00
8	Red Matte Satin 132" Round	1 Days	\$30.00	\$240.00
6	White Spandex High Top Linen w/ Holiday Ribbon Tie	1 Days	\$30.00	\$180.00
<b>Lesesne House Total:</b>				<b>\$3,492.00</b>

**Enchanted Christmas Village**

Quantity	Description	Duration	Price	Subtotal
<b>Flooring</b>				
2	Mat. Tan Carpet Square 12'x15'	1 Days	\$350.00	\$700.00
8	Gray Subflooring - Under Igloos 12'x15'	1 Days	\$375.00	\$3,000.00
<b>Décor</b>				
40	White Picket Fence - Elite (Per Section)	1 Days	\$45.00	\$1,800.00
<b>Enchanted Christmas Village Total:</b>				<b>\$5,500.00</b>

**Labor**

Talent	Task	Subtotal
<b>Dec 8 2022</b>		
ES Labor Crew: After Hours	Set	\$8,640.00
<b>Dec 9 2022</b>		
ES Labor Crew	Set	\$400.00
<b>Dec 11 2022</b>		
ES Labor Crew: After Hours	Strike	\$5,400.00
<b>Labor Total:</b>		<b>\$14,440.00</b>



**Notes:**

PRI will not be held responsible for any AICVB-owned items, their delivery, set up, or repair.

Rental Total:	\$22,522.00
Labor:	\$14,440.00
<b>Job Total:</b>	<b>\$36,962.00</b>



**PRI Productions**  
1819 Kings Ave  
Jacksonville, Florida 32207

Voice: (904) 398-8179  
Fax: 904.398.1569

**PRODUCTIONS**

**Our Job #: 43933**  
**Job Description: Dickens on Centre 2022**  
**Customer: Amelia Island CVB**  
**Contact: Mariela Murphy**

## Terms & Conditions

This Master Rental Agreement ("Agreement"), dated as on the Job Contract, is by and between PRI Productions ("PRI") and the Invoice To as on the Job Contract ("Client"). In consideration of hiring the equipment, products, installations and or services described herein (The "Products and Services"), PRI and Client agree as follows:

### 1. PROPRIETARY STATEMENT

The information developed in this Agreement, including the creative approach, the program content and the respective pricing are considered by PRI to be of proprietary nature. In this respect, the Client is expected to honor our proprietary rights to the content of this Agreement and refrain from producing the herein event as described without the services of PRI. Further, the Client must refrain from disclosing the contents of this Agreement to our competitors or to a third-party.

### 2. PRICING AND PAYMENT POLICY

The Products and Services requested in this Agreement for the above-mentioned function has been quoted for the Client by PRI and offered for Agreement. The pricing shall be as stated above including any applicable sales tax at the time of this Agreement was produced. Pricing is subject to change based upon availability of equipment and personnel at the time of order confirmation by Client. Many aspects of this Agreement are time sensitive and all items are available on a first come first served basis. Quotes do not reserve inventory. A signed Agreement and a 50% deposit is required to reserve Products and Services. An additional 25% payment is required 30 days prior to delivery. If Agreement is executed less than 30 days from the delivery a 75% deposit is required to reserve Products and Services. All deposits are non-refundable. Balance is due in full before delivery unless other terms have been established. All Custom Orders and Specialty Orders require payment in full when Agreement is confirmed. Deposits that are received by PRI will be considered acceptance of this Agreement.

### 3. TAX EXEMPTION

PRI cannot honor tax exemptions without a valid tax exemption certificate. Tax exempt organizations are required to forward a current copy of their tax exemption certificate to PRI to remove tax from this Agreement.

### 4. MODIFIED JOB CONTRACT CONSENT

If any additions or deletions are made to this Agreement, the Agreement will still be binding. Client authorizes changes to be made to the Products and Services by telephone or electronic communication without a physical signature from Client or PRI. Decreasing items will not be permitted 24 hours prior to delivery. Every effort will be made to accommodate additions to orders made 72 hours or less prior to delivery, however changes are not guaranteed, and a rush fee may apply.

### 5. CANCELLATION POLICY

In the event that this Agreement is canceled by Client following confirmation, PRI has determined an amount of 75% of the Agreement price plus all expenses already incurred at the date of cancellation as the cancellation fee. This amount reflects lost revenue suffered by the cancellation of this Agreement and is due upon notice of cancellation. A 100% cancellation fee may apply if a Custom Order or Specialty Order is canceled after being confirmed and has been placed into production. No refunds on Custom Orders or Specialty Orders that have been produced. PRI reserves the right to use third-party suppliers to fulfill Products and Services. Should Client cancel the Products and Services after third-party contracted agreement has been executed, Client will pay 100% of the third-party agreement.

### 6. FORCE MAJEURE

Neither party shall be responsible for a failure to perform brought about by circumstances, including acts of God such as storms or floods; fire; domestic terrorism, declarations of war, or confiscations or restraints by government (civil or military, including but not limited to inability to have access to roads); strikes, labor disputes, or civil disturbance; or any other cause or combination of causes not within the reasonable control of the parties, and not otherwise due to their negligence or willful misconduct (each a "Force Majeure" event.) If as a result of a Force Majeure event either party is unable to perform its obligations under this Agreement, such non-performance is excused; and the parties shall have no further liability to the other,

A. If PRI is present and able to perform and is canceled, for any reason, the Client shall be liable for 100% of the payment required by this Agreement.

B. If the Client notifies PRI or PRI learns of the occurrence of an event of Force Majeure less than 24 hours prior to delivery the Client will be charged 100% of the payment required by this Agreement with no credit towards the cost of any future event.

C. If the Client notifies PRI or PRI learns of the occurrence of an event of Force Majeure 24 hours or more prior to delivery, then any expenses incurred by PRI will be deducted from the deposit. Deposit, less any expenses incurred by PRI, will be applied toward the cost of any future event, provided that the future event occurs within 180 days of the date of the original delivery. In the event that the future event does not occur within such 180-day period, then Client shall not be entitled to any credit against the cost of any future event.

### 7. RIGHT OF OWNERSHIP

All Products and Services, including floral arrangements, are provided on a rental basis and remain the property of PRI Clients requesting Custom Orders or Specialty Items do not hold any right to ownership of said pieces upon completion of event. Custom Orders or Specialty Items may be created but will be retained by PRI and added to working inventory unless other terms have been established and specified in this Agreement.



#### **8. CUSTOMER PICK UP POLICY**

A 50% deposit is required to reserve all Customer Pick Up (CPU) Products and Services. All deposits are non-refundable. Balance must be paid in full at time of pick up or prior to pick up. To qualify for CPU of Products and Services, the Client must present at the time of rental a current Florida driver's license, a signed Authorization form, and a valid major credit card in the Client's own name with available credit. At the time of rental, an authorization hold will be secured on the credit card provided for up to 120% of the rental agreement. These funds will not be available for your use until Products and Services are returned undamaged and the hold is released. Responsibility of the CPU Products and Services remains with the Client from the time the items leave PRI until the time they are returned. The Client is responsible for loading, unloading, and securing items within his or her vehicle as well as for any damage suffered during those operations. PRI will assist the Client in loading, but PRI will not be held liable for any damages to Products and Services in transit due to improper loading. Products and Services returned after the return date specified in the Agreement will incur additional fees to be determined by PRI. Not all PRI Products and Services are eligible for CPU. It is up to PRI to determine what Products and Services are eligible for CPU.

#### **9. DROP OFF/PICK UP POLICY**

Drop off/Pick Up (DPU) may be available for some Products and Services. The delivery of DPU Products and Services must be to a ground level location on a flat, hard surface, within twenty-five (25) feet of the nearest loading area with no steps or obstructions and Client must be on-site to receive Products and Services. PRI will stack items neatly and securely with reasonable access for the Client. All Products and Services must be re-stacked by the Client and made ready for pick up in the same manner in which it was delivered. PRI may assess additional charges at a rate of up to \$120 per hour when delivery conditions cause PRI to incur additional labor costs including, but not limited to:

- A. Deliveries impeded by stairs, elevators, steep or uneven surfaces, standing water, mud, or soft surfaces like sand or loose gravel.
- B. Deliveries that involve waiting times of more than 15 minutes.
- C. Last minute or rush deliveries.
- D. Inaccurate delivery locations or directions supplied by Client.
- E. Products and Services not re-stacked by Client at time of pick up in same manner in which it was delivered.

Client is pursuant to terms outline in Section 2 and Section 3 regarding payment and cancellation.

#### **10. DAMAGED PROPERTIES POLICY**

Client shall be liable for any lost or stolen Products and Services. Unless Client accepts the Damage Waiver (as specified below), Client shall be responsible for the replacement or repair cost to any and all damage to Products and Services, in addition to any applicable extended rental fees. PRI will determine the cost of repair or replacement. These charges will be in addition to the original rental charges and the Client agrees to pay these charges upon receipt of the replacement billing. Credit card Clients authorize PRI to charge their credit card on file for any losses or damages incurred.

#### **11. DAMAGED WAIVER**

Client has the option to accept PRI Damage Waiver by paying an additional 10% of the net rental rate for all applicable Products and Services. If Client accepts the Damage Waiver, then PRI waives all claims against Client for accidental breakage or damage to Products and Services, **with the exception of third-party Products and Services**, that occurs despite usage and handling with reasonable care. Items not returned to PRI are billed the full replacement cost. The Damage Waiver is not insurance and it does not cover:

- A. Products and Services not returned or damaged beyond repair.
- B. Theft or mysterious disappearance.
- C. Damage resulting from vandalism or intentional or improper misuse.
- D. Any damage resulting from use of the Products and Services in violation of any provision the terms and conditions stated herein, such as overloading or exceeding the rated capacity of equipment, or violation of any law, ordinance, or regulation.
- E. Any damage due to weather.
- F. Any damage to third-party Products and Services or specialty linens.
- G. Any damage to carts, racks, containers, storage bags, and or Products and Services packaging of any kind.
- H. Long term rental, usage, installation of any and all Products and Services.

#### **12. CATERING EQUIPMENT RENTAL POLICY**

All rented dishes, glasses, flatware, cooking equipment, etc., shall be returned free of debris (i.e., food). If debris is left on such Products and Services, PRI will charge an additional cleaning fee totaling 50% of the rental fee for such Products and Services.

#### **13. UNDERGROUND FACILITIES**

Client is responsible for locating and marking all underground utilities or installations prior to installation of a tent or other Products and Services requiring underground installation. Client further assumes full responsibility for all damages caused to unmarked or incorrectly marked utilities or underground installations by the Products and Services.

#### **14. WEATHER POLICY**

Client assumes all weather-related risks involved in holding an outdoor event. **IMPORTANT!** Our Products and Services were manufactured for use as a temporary structure, not storm shelters, and though water resistant, they are not waterproof. It is the Client's responsibility to be aware of changing weather conditions. The Products and Services should not be considered safe when severe weather or lightning is present or approaching. PRI Productions requires implementation of a weather call for all outdoor events, or events utilizing partial outdoor space. Time frame for weather calls will be at the discretion of PRI and will be determined based on the location logistics, complexity of event and required timeline. Failure to make appropriate adjustments in advance of the weather call could result in additional fees or cancellation.

#### **15. UNSAFE CONDITIONS**

PRI reserves the right to refuse to install or deliver Products and Services due to unsafe conditions or weather. If this occurs, Client is liable for a minimum of 50% of the rental fees plus all expenses already incurred at the date of cancellation. Deposit, less any expenses incurred by PRI, will be applied toward the cost of any future event, provided that the future event occurs within 180 days of the date of the original delivery. In the absence of unsafe weather or conditions, PRI will use all appropriate means and methods to secure the Products and Services for the safety of the Client and the Products and Services.



PRI will not be liable for the installation of Products and Services in case of storm or excessive winds which might destroy Products and Services. PRI has the right to dismantle Products and Services if threatened by weather or anything that might destroy Products and Services. The cost of re-erection shall be borne by the Client.

Client will immediately discontinue use of the Products and Services should it at any time following the execution of this Agreement or any subsequent Agreement, become unsafe or in a state of disrepair. Furthermore the Client will immediately notify PRI that the Products and Services are unsafe or in disrepair and until such time as PRI has regained possession the Client agrees to take all steps reasonable necessary to prevent injuries to any person and all property from the Products and Services.

PRI shall not be liable in any manner of any injuries or damages caused to persons, property, materials, stock or other things or articles whatsoever while any person, thing, or articles are in, under or about the property, PRI shall be released herein under conditions brought about by acts of God, strikes, boycotts, or other conditions beyond their control.

PRI shall not be liable for injuries or damage caused by fire from any cause, rain, hail, sleet, high winds, storms, tornadoes, floods, lightning, or other disturbances of nature or by Products and Services failing by reasons thereof, to any person, personal property, materials or exhibits when under, near or about described Products and Services, including dance floors and staging.

PRI shall not be liable in any manner for injuries or damages caused by persons or things falling over or coming in contact with ropes, stakes, cords, truss, staging, flooring, or other supports of the Products and Services.

In the event the Products and Services are blown down or damaged in any way manner whatsoever due to storm, tomado, high winds, or other disturbances of nature, the rental payment required by this Agreement shall nevertheless remain due and payable. The cost of re-erection shall be borne by the Client.

#### **16. COMPLIANCE WITH LAWS**

Client is responsible for any and all permissions, permits, inspections or other requirements required by property owner or law, unless other terms have been established. Client shall comply with Health and Safety laws and regulations, fire safety regulations (such as those prohibiting heaters or cooking inside tents), sound and noise ordinances, and any ordinance or regulations requiring event permits. PRI will provide a Fire-Retardant Certificate for all tent products or other eligible Products and Services, if needed. PRI assumes no liability for Client's failure to obtain such permits, if applicable.

#### **17. COPYRIGHT**

Client warrants that it has the full legal rights, including any patent, copyright, design, trademark, or other industrial or intellectual property rights, to any and all photographic, film, music, or video images supplied by the client for PRI for use in print, video or web based images or any other Services requested of PRI. Client agrees to indemnify, defend and hold PRI and its officers, directors, agents, employees, representatives, associates and affiliates and each of them, harmless from and against any and all losses, cost, damage, liability and expense, including reasonable attorneys' fees, arising out of any claim whatsoever, directly or indirectly, from the use of copyright images supplied to PRI by Client.

Client acknowledges that some of its events may require the use of live or recorded music protected by U.S. copyright laws. Client shall be responsible for obtaining the proper licenses for any and all included but not limited to ASCAP, BMI and SESAC.

#### **18. THIRD-PARTY SUPPLIERS**

Client acknowledges that PRI does not own, operate or in any other manner exercise any control or influence over third-party suppliers for the quality, on-time provision and delivery of Products and Services. As such, PRI does not assume any responsibility for and will not be held liable for any personal injury, property damage or other related loss, accident, delay, inconvenience, cost, expense or irregularity which may be occasioned by any wrongful or negligent acts or omissions on the part of any of the third-party suppliers, their employees or agents, or contractors for any defect in or failure of any vehicle, equipment or instrumentality owned, operated or otherwise used by any suppliers, including but not limited to utility outages, software, internet connection or issue with hosting platform, bad weather, flight delays, financial difficulties, strikes, acts of God, or any other elements beyond PRI's direct control. Notwithstanding the foregoing, PRI agrees to use commercially reasonable efforts to use reputable suppliers for all the Products and Services provided to Client.

#### **19. OTHER IMPORTANT TERMS & CONDITIONS**

- A. All Products and Services on delivery shall be checked and counted by Client and will be checked and counted by PRI when returned. Client is responsible for the full replacement cost of any unreturned Products and Services.
- B. Client to provide adequate security for the protection of PRI Products and Services at all times from delivery to the completion and removal from event site unless other terms have been established.
- C. Any extension of the rental period must be made and paid for in advance of such extension.
- D. Inactive crew time will be assessed at \$15.00 per half-hour per man. Inactive crew includes, but not limited to event delivery/set-up/removal delays, waiting periods and any and all downtime that is not at the direction of PRI.
- E. PRI reserves the right to photograph, videotape, or reproduce any event, Products and Services, entertainment, or service(s) provided by PRI unless otherwise requested in writing by the Client. Client understands that PRI may use the material for marketing, sales, and promotion at the discretion of PRI.
- F. PRI assumes no responsibility for damage or injury sustained by the use of our Products and Services while in Client's care. PRI is not responsible for damage to shrubs, trees, underground systems, etc.
- G. Staples, heavy-duty tape, candle wax and some stains might permanently damage linens. Client shall be charged the rental fee plus the full replacement cost of all damaged or lost linens.
- H. Failure to return property or equipment upon expiration of the rental period and failure to pay all amounts due (including, but not limited to, the cost of damage to the rented property or equipment) are prima facie evidence of abandonment or refusal to redeliver the property or equipment, punishable in accordance with section 812.155, Florida Statutes.

#### **20. LEGAL FEES & CHOICE OF LAW**

Client agrees to pay attorney fees, collection fees, court costs, and any other expenses incurred in collecting any charges hereunder. It is acknowledged that this Agreement is executed in and shall be construed and governed exclusively by and in accordance with the laws of the State of Florida. The state courts in Duval County, Florida, shall have exclusive jurisdiction over any controversy between the parties arising out of or related to this Agreement.



**21. ASSUMPTION OF RISK/RELEASE OF LIABILITY**

Client is fully aware and acknowledges there is risk of injury or damage arising out of the use or operation of the Products and Services rented hereunder and hereby elects to voluntarily enter into this Agreement and assume all of the above risks or injury. Client agrees to release and discharge PRI from any and all responsibility or liability from such injury or damage against PRI which Client otherwise may be entitled to assert.

**22. INDEMNITY/HOLD HARMLESS**

Client will take all necessary precautions regarding the Products and Services and protect all persons and property from injury or damage. Client agrees to indemnify, defend and hold harmless PRI from and against an and all liability, claims, judgments, attorney's fees and costs of every kind and nature, including, but not limited to, injuries, death to persons and damage to property, arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the times rented, however caused, except claims or litigation arising through the sole gross negligence or willful misconduct of PRI.

**AUTHORIZED SIGNING POLICY**

The undersigned agrees to all portions of this Agreement and is authorized by Client as signer. If questions or concerns regarding this Agreement should arise, before signing please contact PRI at (904) 398-8179 and speak to the salesperson.

**ACCEPTANCE**

With my signature below, I 1) acknowledge reading and understanding the terms and conditions of this Agreement with PRI Productions, 2) certify that the Products and Services itemized are correct and complete, and 3) accept the Agreement and confirm it, authorizing PRI Productions to proceed with the supply of all Products and Services described, in accordance with the terms and conditions above.

Company Name: Amelia Island CVB

Contact Name: Mariela Murphy

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

# E-Verify

Employment Eligibility Verification



Welcome  
Amy Knopf

User ID  
AKN00401

Last Login  
01:45 PM - 11/12/2015 Log Out

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## Company Information

**Company Name:** Presentation Resource, Inc.

[View / Edit](#)

**Company ID Number:** 923926  
**Doing Business As (DBA) Name:** PRI Productions  
**DUNS Number:**

### Physical Location:

**Address 1:** 1818 Kings Avenue  
**Address 2:**  
**City:** Jacksonville  
**State:** FL  
**Zip Code:** 32207  
**County:** DUVAL

### Mailing Address:

**Address 1:**  
**Address 2:**  
**City:**  
**State:**  
**Zip Code:**

### Additional Information:

**Employer Identification Number:** 503248817  
**Total Number of Employees:** 20 to 99  
**Parent Organization Administrator:**

### Organization Designation:

**Employer Category:** None of these categories apply

**NAICS Code:** 711 - PERFORMING ARTS, SPECTATOR SPORTS, AND RELATED INDUSTRIES

[View / Edit](#)

**Total Hiring Sites:** 1

[View / Edit](#)

**Total Points of Contact:** 1

[View / Edit](#)





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

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

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

JOHN A. CRAWFORD  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

TACO E. POPE, AICP  
County Manager

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

Project Name: Dickens on Centre 2022

Bid No./Contract No.: \_\_\_\_\_

### DEFINITIONS:

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

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

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

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

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

(904) 530-6100

*An Affirmative Action / Equal Opportunity Employer*

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

**CONTRACT TERMINATION:**

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



EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Presentation Resource Inc (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 Presentation Resource Inc (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Glenn Neal  
Print Name: Glenn Neal CFO  
Date: 9-29-2022

STATE OF FLORIDA  
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2<sup>nd</sup> (Date) by Glenn Neal CFO (Name of Officer or Agent, Title of Officer or Agent) of Presentation Resource, Inc (Name of Contractor Company Acknowledging), a FLORIDA (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Amy F. Knopf  
Notary Public  
Amy F. Knopf  
Printed Name

My Commission Expires: 4/12/2024



AMY F. KNOPF  
Commission # GG 97796  
Expires April 12, 2024  
Bonded Thru Budget Notary \*



AMY F. KNOPF  
Commission # GG 977965  
Expires April 12, 2024  
Bonded Thru Budget Notary Services

N/A

**EXHIBIT "B"**  
**SUBCONTRACTOR E-VERIFY AFFIDAVIT**

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

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

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

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

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

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

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

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2022

**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).**

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 501 Riverside Ave Suite 1000 Jacksonville FL 32202	<b>CONTACT NAME:</b> Tracey Ezell <b>PHONE (A/C, No, Ext):</b> 904-421-5378 <b>FAX (A/C, No):</b> 904-634-1302 <b>E-MAIL ADDRESS:</b> Tracey_Ezell@ajg.com														
<b>INSURED</b> Presentation Resource, Inc. dba PRI Productions 1819 Kings Avenue Jacksonville FL 32207	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Atlantic Specialty Insurance Company</td> <td style="text-align: center;">27154</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Atlantic Specialty Insurance Company	27154	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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<b>INSURER B:</b>															
<b>INSURER C:</b>															
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES      CERTIFICATE NUMBER: 1037528036      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	GL0566701	2/8/2022	2/8/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$								
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		7100399270001	2/8/2022	2/8/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ \$3,000/\$3,000								
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		EX04107-01	2/8/2022	2/8/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">PER STATUTE</th> <th style="width: 50%;">OTH-ER</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A	Inland Marine - Misc Equipment Included Rented/Leased Equipment		710-04-18-00-0000	2/8/2022	2/8/2023	Unscheduled Equipment Deductible Special Include Theft      2,000,000 Replacement cost      \$2,500								

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate holder is additional insured as respects general liability when required by written contract. Excess liability policy is follow form for the general liability policy only.

<b>CERTIFICATE HOLDER</b>  Nassau County Board of Commissioners 96135 Nassau Place Yulee FL 32097	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



**NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS**  
96135 Nassau Place Suite 1  
Yulee, FL 32097

**VENDOR NAME & ADDRESS**  
Vendor Presentation Resource, INC.  
Address 1819 Kings Ave  
Jacksonville, FL 32207  
Glenn Neal CFO  
Phone 904-398-8179

**DEPARTMENT**  
AITDC

**REQUISITION 2023**

REQUESTED BY: Gil Langley

VENDOR NUMBER	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	PURCHASE ORDER TOTAL	DISCOUNT TERMS	
10/20/2022	Dickens on Centre tent, tables, chairs, décor rentals	1	\$ 36,962.00	\$ 36,962.00	37523552-548520 DOC
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	

**Purchasing Process:**  
5.8 Other Professional Services

ORIGINAL - FINANCE COPY  
COPY- DEPARTMENT COPY

Subtotal:  
Total: **\$36,962.00**

**Department Head / Managing Agent**

I attest 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 11/29/2022

GL 11/29/2022

**Office of Management and Budget (signature required if over Department Head signature authority or \$5,000, whichever is less.)**

I attest that, to the best of my knowledge, funds are available for payment.

Chris Lacambra 12/1/2022

11/29/2022

**Procurement Director (signature required if over Department Head signature authority or \$5,000, whichever is less.)**

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

Antonio Salas 11/30/2022

**County Manager (signature required if over Department Head signature authority or \$50,000, whichever is less.)**

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

[Signature] 12/5/2022

CF

Clerk:  
Date: 12/5/2022

RCVD OMB  
'22 NOV 29 AM 8:12



**Exemptions / Sole Source / Single Source Certification Form**

Date: November 8, 2022 Project: Dickens on Centre  
 Vendor Name: Presentation Resource, INC. FY Cost: \$36,962  
 Address: 1819 Kings Ave, Jacksonville, FL 32207 Total Cost: \$36,962  
 Phone: 904-398-8179 Account: 37523552-548520 DOC  
 Contact Name: Glenn Neal CFO

Description of Goods and/or Services:

Tents, tables, chairs, and décor rentals for Dickens on Centre

Source of Funds:  County  State  Federal  Other \_\_\_\_\_

Check one (1) of the following choices:

- 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)
  - 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. *Marshall Eymann* 11/29/2022

11/29/2022

**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. *Annunziata* 11/30/2022

**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* 12/1/2022

**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.



November 8, 2022

Amelia Island Convention & Visitor Bureau  
2398 Sadler Rd  
Suite #200  
Fernandina Beach FL 32034

To whom it may concern,

Our CFO Glenn Neal has approval to sign contracts on behalf of the company.  
If you have any questions, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RR Goodwin', is written over a horizontal line.

Randall R. Goodwin  
President  
PRI Productions





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
PRESENTATION RESOURCE, INC.

### Filing Information

<b>Document Number</b>	P94000042963
<b>FEI/EIN Number</b>	59-3248817
<b>Date Filed</b>	06/06/1994
<b>Effective Date</b>	06/02/1994
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	CORPORATE MERGER
<b>Event Date Filed</b>	05/06/2015
<b>Event Effective Date</b>	NONE

### Principal Address

1819 KINGS AVE  
JACKSONVILLE, FL 32207

Changed: 05/07/1997

### Mailing Address

1819 KINGS AVE  
JACKSONVILLE, FL 32207

Changed: 05/07/1997

### Registered Agent Name & Address

GOODWIN, RANDALL R  
1819 KINGS AVE  
JACKSONVILLE, FL 32207

Address Changed: 05/07/1997

### Officer/Director Detail

#### **Name & Address**

Title PD

GOODWIN, RANDALL R  
1730 RIVER BLUFF RD N  
JACKSONVILLE, FL 32211

**Certificate Of Completion**


Envelope Id: 0AB049E83A224571BBF0B6DDF8E9F528 Status: Completed  
 Subject: Complete with DocuSign: CM 3284 Presentation Resources CAF.pdf, CM3284 Presentation Resources C...  
 Source Envelope:  
 Document Pages: 39 Signatures: 15 Envelope Originator:  
 Certificate Pages: 7 Initials: 46 Tracy Poore  
 AutoNav: Enabled tpoore@nassaucountyfl.com  
 Envelope Stamping: Enabled IP Address: 50.238.237.26  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

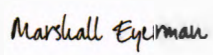
**Record Tracking**

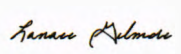
Status: Original Holder: Tracy Poore Location: DocuSign  
 11/29/2022 8:20:57 AM tpoore@nassaucountyfl.com

**Signer Events**

	Signature	Timestamp
Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 11/29/2022 8:41:42 AM Viewed: 11/29/2022 8:41:57 AM Signed: 11/29/2022 8:42:08 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Gil Langley glangley@ameliaisland.com Amelia Island CVB Security Level: Email, Account Authentication (None)		Sent: 11/29/2022 8:42:13 AM Viewed: 11/29/2022 9:22:57 AM Signed: 11/29/2022 9:24:31 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Marshall Eyerman MEyerman@nassaucountyfl.com Assistant County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 11/29/2022 9:24:39 AM Viewed: 11/29/2022 12:53:27 PM Signed: 11/29/2022 12:53:42 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 11/29/2022 12:53:48 PM Viewed: 11/30/2022 12:24:00 PM Signed: 11/30/2022 12:24:13 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		





In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 12/5/2022 10:14:35 AM Viewed: 12/5/2022 10:44:34 AM
AICVB billing@ameliaisland.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 12/5/2022 10:14:38 AM Viewed: 12/5/2022 10:31:08 AM
Nate Aron naron@ameliaisland.com Amelia Island CVB Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 12/5/2022 10:14:41 AM
Linda Van Haren Ivanharen@ameliaisland.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 12/5/2022 10:14:43 AM Viewed: 12/5/2022 10:30:19 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/29/2022 8:41:43 AM
Envelope Updated	Security Checked	11/30/2022 12:34:09 PM
Envelope Updated	Security Checked	11/30/2022 12:34:09 PM
Envelope Updated	Security Checked	11/30/2022 12:34:09 PM
Envelope Updated	Security Checked	11/30/2022 12:34:09 PM
Envelope Updated	Security Checked	11/30/2022 12:34:09 PM
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Envelope Updated	Security Checked	11/30/2022 12:34:09 PM
Envelope Updated	Security Checked	11/30/2022 12:36:20 PM
Envelope Updated	Security Checked	12/2/2022 4:40:09 PM
Envelope Updated	Security Checked	12/2/2022 4:40:09 PM
Envelope Updated	Security Checked	12/2/2022 4:40:09 PM
Certified Delivered	Security Checked	12/5/2022 10:13:51 AM
Signing Complete	Security Checked	12/5/2022 10:14:29 AM



<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Completed	Security Checked	12/5/2022 10:14:43 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**



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

### **How to contact County of Nassau:**

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

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

### **To advise County of Nassau of your new email address**

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

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

### **To request paper copies from County of Nassau**

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

### **To withdraw your consent with County of Nassau**

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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