

CS -22-117

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

CONTRACT TRACKING NO. CM3327

**GENERAL INFORMATION**

Requesting Department: OMB

Contact Person: Marshall Everman

Telephone: 904-530-6010 Email: meyerman@nassaucountyfl.com

**CONTRACTOR INFORMATION**

Name: My Agency Savannah, LLC

Address: 1 Southern Oaks Court, Suite100, Savannah, GA, 31405

Contractor's Administrator Name: Melissa Yao Title: Owner

Telephone: 912.373.8998 Email: melissa@myagencysavannah.com

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

Authorized Signatory Name: Melissa Yao

Authorized Signatory Email: melissa@myagencysavannah.com

**CONTRACT INFORMATION**

Contract Name: My Agency

Description: Graphic design marketing projects  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$49,800.00  
APPROXIMATE IF NECESSARY

Source of Funds:  County  State  Federal  Other Account: 37523552-548110 DESGN

Authorized Signatory: Taco Pope

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: From fully executed contract to Sept. 30, 2023

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 \_\_\_\_\_

**If Processing an Amendment:**

Contract #: \_\_\_\_\_ Increased Amount to Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amended Amount: \_\_\_\_\_

*Continued on next page*

| <b>CHECKLIST</b>                                                   |                                                                                                                                                                                                                                                                                                                                                                   |                         |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <i>Review/Complete before sending contract for final signature</i> |                                                                                                                                                                                                                                                                                                                                                                   |                         |
| <b>Requirement</b>                                                 | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                | <b>Complete By</b>      |
| 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<br>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<br>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<br>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<br>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<br>LG<br>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<br>Atty/Risk       |
| Insurance                                                          | Risk manager has or will approve insurance clauses. Levels confirmed in requirements                                                                                                                                                                                                                                                                              | Dept<br>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 1/31/2023  
Department Head/Contract Manager Date **GL** 1/31/2023
2. Janice Belmont 1/31/2023  
Procurement Date
3. Chris Lacambra 1/31/2023 **JP** 1/26/2023  
Office of Mgmt & Budget Date
4. Denise C. May 2/3/2023  
County Attorney Date

2/3/2023

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5.  2/3/2023  
County Manager Date

**CONTRACT 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 **MY AGENCY SAVANNAH, LLC**, located at 1 Southern Oaks Court, Suite100, Savannah, GA, 31405, hereinafter referred to as "Consultant":

**WHEREAS**, County desires to obtain professional services to provide graphic design. Said services are more fully described in the My Agency Estimate Savannah, LLC, attached hereto and incorporated herein as Exhibit "A", and

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

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

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

**ARTICLE 1 - EMPLOYMENT OF CONSULTANT**

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

**ARTICLE 2 - SCOPE OF SERVICES**

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

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

**ARTICLE 3 - COUNTY'S RESPONSIBILITY**

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

County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the Assistant County Manager, or his designee, to act on County's behalf with respect to the Exhibit "A". The Assistant 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 on execution and shall terminate on September 30, 2023. 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

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

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

**ARTICLE 5 - COMPENSATION**

5.1 Consultant shall be compensated not to exceed \$49,800.00, in accordance with Exhibit "A".

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 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.

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

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

**ARTICLE 6 – EXPENSES**

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

**ARTICLE 7 - STANDARD OF CARE**

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

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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 My Agency Estimate attached hereto as Exhibit "A"; and
- 8.3 *Certificate of Liability Insurance* attached hereto as Exhibit "B"; and
- 8.4 Any work authorizations, written amendments, modifications or addenda to this Contract.

**ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT**

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

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

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

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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 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

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

**ARTICLE 13 – EXTENT OF CONTRACT**

**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.

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**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. 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

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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 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

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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 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

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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**

**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

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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:

- 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.

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

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

**ARTICLE 22 – EMPLOYMENT ELIGIBILITY**

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

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.

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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 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

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property of the County upon completion for its use and distribution as may be deemed appropriate by County.

**ARTICLE 26 - FUNDING**

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

**ARTICLE 27 - NOTICE**

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

**COUNTY:**

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

**CONSULTANT:**

Melissa Yao  
My Agency Savannah, LLC  
1 Southern Oaks Court, Suite100, Savannah, GA, 31405  
Phone: (912) 373-8998  
Email: [melissa@myagencysavannah.com](mailto:melissa@myagencysavannah.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

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acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

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

**ARTICLE 28 - DISPUTE RESOLUTION**

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

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 – 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

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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 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 the 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.

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**NASSAU COUNTY, FLORIDA**



TACO E. POPE  
Its: County Manager

2/3/2023

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

Approved as to form and legality by the  
Nassau County Attorney

*Denise C. May* 2/3/2023

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

**MY AGENCY SAVANNAH, LLC**

*Melissa Yao*

By: Melissa Yao

Its: Owner


Date: 2/3/2023

Initials TPA


Initials MY

1/11/23, 8:20 AM

Client Company: My Agency Savannah LLC | E-Verify

 An official website of the United States government  
[Here's how you know](#)



Menu 

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Client Company: My Agency Savannah LLC

[Client Companies](#) My Agency Savannah LLC

# My Agency Savannah LLC Profile ACTIVE

## Company Information

**Company Name**

My Agency Savannah LLC

**Doing Business As (DBA) Name**

---

**Company ID**

749573

**Enrollment Date**

Jan 30, 2014

**Employer Identification Number (EIN)**

462411368

**Unique Entity Identifier (UEI)**

---

**DUNS Number**

---

**Total Number of Employees**



**GEORGIA  
CORPORATIONS DIVISION**

GEORGIA SECRETARY OF STATE  
**BRAD RAFFENSPERGER**

[HOME \(/\)](#)

**BUSINESS SEARCH**

**BUSINESS INFORMATION**

|                           |                                                                   |                                        |                          |
|---------------------------|-------------------------------------------------------------------|----------------------------------------|--------------------------|
| Business Name:            | <b>MY Agency Savannah LLC</b>                                     | Control Number:                        | <b>13398067</b>          |
| Business Type:            | <b>Domestic Limited Liability Company</b>                         | Business Status:                       | <b>Active/Compliance</b> |
| Business Purpose:         | <b>NONE</b>                                                       |                                        |                          |
| Principal Office Address: | <b>1 Southern Oaks Court, Suite 100, Savannah, GA, 31405, USA</b> | Date of Formation / Registration Date: | <b>3/20/2013</b>         |
| State of Formation:       | <b>Georgia</b>                                                    | Last Annual Registration Year:         | <b>2022</b>              |

**REGISTERED AGENT INFORMATION**

Registered Agent Name: **Melissa Yao**  
 Physical Address: **102 Holborn Lane, Savannah, GA, 31410, USA**  
 County: **Chatham**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

1/11/23, 8:20 AM

Client Company: My Agency Savannah LLC | E-Verify

5 to 9

**NAICS Code**

813

**Sector**

Other Services (Except Public Administration)

**Subsector**

Religious, Grantmaking, Civic, Professional, and Similar Organizations

[Edit Company Information](#)

---

## Employer Category

**Employer Category**

None of these categories apply

[Edit Employer Category](#)

---

## Company Addresses

**Physical Address**

102 Holborn Lane  
Savannah, GA 31410

**Mailing Address**

102 Holborn Lane  
Savannah, GA 31410



1/11/23, 8:20 AM

Client Company: My Agency Savannah LLC | E-Verify

[Edit Company Addresses](#)

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## Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

### Number of Sites

1

[Edit Hiring Sites](#)

---

## Company Access and MOU

### My Agency Savannah LLC is Configured to:

Have Employees Managed and Verified by My Company

### Memorandum of Understanding

[View Signed MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



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

**VENDOR NAME & ADDRESS**  
Vendor My Agency Savannah, LLC  
Address 1 Southern Oaks Court, Suite100,  
Savannah, GA, 31405  
Melissa Yao <melissa@myagencysavannah.com>  
Phone 912-373-8998

**DEPARTMENT**  
OMB

**REQUISITION 2023**

REQUESTED BY: Marshall Eyerman

| DATE                                     | DESCRIPTION       | QUANTITY | UNIT PRICE   | AMOUNT       | FUND ACCOUNT NUMBER   |
|------------------------------------------|-------------------|----------|--------------|--------------|-----------------------|
| <b>Graphic Design Marketing Projects</b> |                   |          |              |              |                       |
| 11/4/2022                                | Year in Review    | 1        | \$ 2,500.00  | \$ 2,500.00  | 37523552-548110 DESGN |
| 11/4/2022                                | Value of Visitors | 1        | \$ 4,500.00  | \$ 4,500.00  | 37523552-548110 DESGN |
| 11/4/2022                                | Marketing Plan    | 1        | \$ 4,500.00  | \$ 4,500.00  | 37523552-548110 DESGN |
| 11/4/2022                                | Nature Brochure   | 1        | \$ 6,500.00  | \$ 6,500.00  | 37523552-548110 DESGN |
| 11/4/2022                                | Artwalk Brochure  | 1        | \$ 2,800.00  | \$ 2,800.00  | 37523552-548110 DESGN |
| 11/4/2022                                | Leave No Trace    | 1        | \$ 8,500.00  | \$ 8,500.00  | 37523552-548110 DESGN |
| 11/4/2022                                | Dining Brochure   | 1        | \$ 4,500.00  | \$ 4,500.00  | 37523552-548110 DESGN |
| 11/4/2022                                | Seasonal Events   | 1        | \$ 16,000.00 | \$ 16,000.00 | 37523552-548110 DESGN |

**Purchasing Process**  
**4.2 Sole Source/Single Source (see attached form)**  
**W-9 - On File**  
**E-Verify - Attached**  
**COI - Attached**

ORIGINAL - FINANCE COPY  
COPY- DEPARTMENT COPY

Subtotal:  
Total: **\$49,800.00**

**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 1/31/2023

GL 1/31/2023

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

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

Chris Calambra 1/31/2023

JP

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

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

Francis [Signature] 1/31/2023

1/26/2023

**County Manager (signature required if over Department Head/Managing Agent 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.

Clerk:  
Date: 2/3/2023

LF

RCVD OMB  
23 JAN 26 PM 4:47

**Non-Competitive Justification Form (Exemptions / Sole Source / Single Source)**

Date: 12/12/22 Contact Name: Melissa Yao  
 Vendor Name: My Agency Savannah, LLC Project: Marketing  
 Address: 1 Southern Oaks Court, Suite100, Savannah, GA, 31405 FY Cost: \$49,800.00  
 Phone: 912.373.8998 Total Cost: \$49,800.00  
 Account: 37523552-548110 DESGN

Description of Goods and/or Services: Graphic designers

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. My Agency are one of the original designers who have created the original designs for branding for the CVB and have all of the frameworks and artwork structure in their files ready for their edits and updates. Many hours of previously paid labor would have to be duplicated and paid for if another company was chosen. They are doing a really nice job too.

**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.

1/31/2023

Marshall Ely 1/31/2023

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.

Tanasa Adams 1/31/2023

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.

1/26/2023

Chris Lacambra 1/31/2023

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

[Signature] 2/3/2023

Exhibit "A"



**Nassau County Board of Commissioners  
2022-23 Marketing Estimate**

This estimate is for marketing projects for Amelia Island in FY 2023. The projects below may include but is not limited to what's listed and it's description.

**Year-in-Review**

Create a Year-In-Review collateral piece to include items such as the following:

- Graphic Design
- Infographics
- Page Layouts
- Chart Designs
- Proofreading
- Document Layout
- Client Services
- Printer Management

**Investment:** \$2,500

**Value of Visitors Book**

Create a Value of Visitors collateral piece with data to include but is not limited to the following scope of work:

- Graphic design
- Infographics
- Page layouts
- Chart designs
- Proofreading
- Document Layout
- Client Services
- Printer Management
- Creative Design
- Account Management

**Investment:** \$4,500

## **Marketing Plan**

Create a Marketing Plan to include but is not limited to the following scope of work:

- Graphic Design
- Infographics
- Page Layouts
- Chart Designs
- Proofreading
- Document Layout
- Client Services
- Printer Management
- Creative Design
- Account Management

**Investment:** \$4,500

## **Nature Brochure**

Create a new nature brochure for visitors to learn more about the nature offerings around Amelia Island. This brochure will follow the Amelia Island branding and include tasks such as:

- Integrate branding
- Help message copy from AI
- Map coding/design
- Work with printer for quotes - final files to them
- Creative Design
- Account Management

**Investment:** \$6,500

## **Artwalk**

Design and layout the ArtRageous Brochure.

- Follow Amelia Island branding for design
- Copy to be submitted by client with minor proofreading and editing

- Get quotes from printers
- Create print ready files for printers.

**Investment:** \$2,800

### **Leave No Trace / Sea Turtle Project**

Design and layout the Brochure.

- Follow Amelia Island branding for design
- Copy to be submitted by client with minor proofreading and editing
- Get quotes from printers
- Create print ready files for printers.
- Create digital banner ads
- Plan & execute digital advertising

**Investment:** \$3,500 design, \$5,000 digital = \$8,500

### **Dining Brochure**

Create a new Dining Brochure to highlight Amelia Island's culinary scene.

- Integrate branding
- Help message copy from AI
- Map coding/design
- Work with printer for quotes - final files to them
- Creative Design
- Account Management

**Investment:** \$4,500

### **Seasonal Events**

Design and create collateral and digital materials for seasonal events to include poster, rack card, ads for print and digital - \$4,000 per event.

- Dickens on Centre

- Restaurant Week
- TBD (i.e., Local events and incentive programs)
- Holiday Event Incremental support
  - Collateral - \$1,000
  - Dickens Program - \$1,500
  - Custom Event Logos - \$500 each
- Restaurant Week Custom Menu & Books - \$1,000

**Investment:** \$16,000 for the three event listed above

### **Other Projects**

Additional projects will be priced on a per project basis. Below is a list of project estimates:

- Rack Card - \$1,500
- Event Logo - \$1,000
- Digital Banner Ads - \$1,500
- Event Poster - \$1,250
- Other Project Digital Campaigns - \$5,000
- Miscellaneous projects will be billed @ \$150 an hour

**Total Investment:** not to exceed \$49,800 (Price does not include "Other Projects")

**\*\* Individual project estimates will be billed on actual project scopes and may vary.**

**\*\* Any additional work will be billed at \$150 per hour for graphic design and account services.**

Exhibit "B"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/17/2022

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

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

|                                                                                               |                                       |                                          |        |
|-----------------------------------------------------------------------------------------------|---------------------------------------|------------------------------------------|--------|
| PRODUCER<br>Remer Lane Insurance<br>PO Box 14514<br>8401 Waters Ave<br>Savannah, GA 314161514 | CONTACT NAME:<br>BRINSON LANE         | FAX (AG. No.):<br>912-352-2500           |        |
|                                                                                               | PHONE (AG. No. Ext.):<br>912-352-4444 | E-MAIL ADDRESS:<br>BRINSON@REMERLANE.COM |        |
| INSURED<br>MY AGENCY SAVANNAH, LLC<br>1 SOUTHERN OAKS CT, STE 100<br>SAVANNAH, GA 31405       | INSURER(S) AFFORDING COVERAGE         |                                          | NAIC # |
|                                                                                               | INSURER A: VALLEY FORGE INS CO.       |                                          | 20508  |
|                                                                                               | INSURER B:                            |                                          |        |
|                                                                                               | INSURER C:                            |                                          |        |
|                                                                                               | INSURER D:                            |                                          |        |
|                                                                                               | INSURER E:                            |                                          |        |

COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                        | ADDL INSD | SUBR WVD                     | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |              |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------|---------------|-------------------------|-------------------------|-------------------------------------------|--------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y                            | 7013457829    | 11/16/2022              | 11/16/2023              | EACH OCCURRENCE                           | \$ 1,000,000 |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         | MED EXP (Any one person)                  | \$ 10,000    |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         | PERSONAL & ADV INJURY                     | \$ 1,000,000 |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$ 2,000,000 |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         |                                           | \$           |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                               |           |                              |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       | \$           |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         | BODILY INJURY (Per person)                | \$           |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$           |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         |                                           | \$           |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                            |           |                              |               |                         |                         | EACH OCCURRENCE                           | \$           |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         | AGGREGATE                                 | \$           |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         |                                           | \$           |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                   |           | Y/N <input type="checkbox"/> | N/A           |                         |                         | PER STATUTE                               | OTH-ER       |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$           |
| A        | Professional Liability                                                                                                                                                                                                                                                                                   |           |                              | 7013457829    | 11/16/2022              | 11/16/2023              | Each Claim Limit                          | 1,000,000    |
|          |                                                                                                                                                                                                                                                                                                          |           |                              |               |                         |                         | Aggregate                                 | 2,000,000    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED & WAIVER OF SUBROGATION PER ATTACHED FORM SB146932G 1019.

|                                                                                      |                                                                                                                                                                |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER                                                                   | CANCELLATION                                                                                                                                                   |
| NASSAU COUNTY BOARD OF COMMISSIONERS<br>96135 NASSAU PLACE, STE 1<br>YULEE, FL 32097 | 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<br>                                                                                                                                  |

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
**Certificate Of Completion**

|                                                                                                             |                           |
|-------------------------------------------------------------------------------------------------------------|---------------------------|
| Envelope Id: 918BFFA995524347879C9E2BCD9254A2                                                               | Status: Completed         |
| Subject: Complete with DocuSign: My Agency CM3327 CAF.pdf, My Agency CM3327 Contract.pdf, My Agency CM33... |                           |
| Source Envelope:                                                                                            |                           |
| Document Pages: 33                                                                                          | Signatures: 15            |
| Certificate Pages: 6                                                                                        | Initials: 46              |
| AutoNav: Enabled                                                                                            | Envelope Originator:      |
| Enveloped Stamping: Enabled                                                                                 | Tracy Poore               |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada)                                                           | tpoore@nassaucountyfl.com |
|                                                                                                             | IP Address: 50.238.237.26 |


**Record Tracking**

|                      |                           |                    |
|----------------------|---------------------------|--------------------|
| Status: Original     | Holder: Tracy Poore       | Location: DocuSign |
| 1/26/2023 5:03:50 PM | tpoore@nassaucountyfl.com |                    |

**Signer Events**

| Signature                                                                                                                           | Timestamp                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tracy Poore<br>tpoore@nassaucountyfl.com<br>OMB Admin<br>Nassau County BOCC<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 50.238.237.26 |
|                                                                                                                                     | Sent: 1/26/2023 5:18:09 PM<br>Viewed: 1/26/2023 5:18:22 PM<br>Signed: 1/26/2023 5:18:37 PM                                                                         |

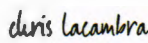
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

|                                                                                                                       |                                                                                                                                                                      |                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Gil Langley<br>glangley@ameliaisland.com<br>Amelia Island CVB<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 67.190.212.220 | Sent: 1/26/2023 5:18:42 PM<br>Viewed: 1/31/2023 6:42:09 AM<br>Signed: 1/31/2023 6:42:25 AM |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|

**Electronic Record and Signature Disclosure:**  
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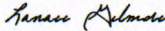
|                                                                                                                                                           |                                                                                                                                                                      |                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Marshall Eyerman<br>MEyerman@nassaucountyfl.com<br>Assistant County Manager<br>Nassau County BOCC<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 50.238.237.26 | Sent: 1/31/2023 6:42:31 AM<br>Viewed: 1/31/2023 7:26:10 AM<br>Signed: 1/31/2023 7:26:31 AM |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|

**Electronic Record and Signature Disclosure:**  
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|                                                                                                                                              |                                                                                                                                                                      |                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| chris lacambra<br>clacambra@nassaucountyfl.com<br>OMB Director<br>Nassau County BOCC<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 50.238.237.26 | Sent: 1/31/2023 7:26:36 AM<br>Viewed: 1/31/2023 9:33:36 AM<br>Signed: 1/31/2023 9:33:44 AM |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|

**Electronic Record and Signature Disclosure:**  
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| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

|                                                                                                                                                                |                                                                                                                                                                    |                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <p>Lanaee Gilmore<br/>lgilmore@nassaucountyfl.com<br/>Procurement Director<br/>Nassau County BOCC<br/>Security Level: Email, Account Authentication (None)</p> | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 50.238.237.26 | <p>Sent: 1/31/2023 9:33:52 AM<br/>Viewed: 1/31/2023 12:45:22 PM<br/>Signed: 1/31/2023 12:45:35 PM</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|


**Electronic Record and Signature Disclosure:**  
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|                                                                                                                                                                 |                                                                                                                                                                    |                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <p>Abigail Jorandby<br/>ajorandby@nassaucountyfl.com<br/>Assistant County Attorney<br/>Nassau BOCC<br/>Security Level: Email, Account Authentication (None)</p> | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 50.238.237.26 | <p>Sent: 1/31/2023 12:45:41 PM<br/>Viewed: 2/3/2023 10:30:31 AM<br/>Signed: 2/3/2023 10:30:36 AM</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|


**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

|                                                                                                              |                                                                                                                                                                    |                                                                                                     |
|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <p>Melissa Yao<br/>melissa@myagencysavannah.com<br/>Security Level: Email, Account Authentication (None)</p> | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 162.17.66.110 | <p>Sent: 2/3/2023 10:30:43 AM<br/>Viewed: 2/3/2023 12:21:37 PM<br/>Signed: 2/3/2023 12:23:08 PM</p> |
|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|


**Electronic Record and Signature Disclosure:**  
Accepted: 2/3/2023 12:21:37 PM  
ID: b3ab74c5-d8e2-4f4c-8832-e519b1a39d4b

|                                                                                                                                                                |                                                                                                                                                                      |                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <p>Denise C. May<br/>dmay@nassaucountyfl.com<br/>Assistant County Attorney<br/>Nassau County BOCC<br/>Security Level: Email, Account Authentication (None)</p> | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 50.238.237.26 | <p>Sent: 2/3/2023 12:23:19 PM<br/>Viewed: 2/3/2023 12:58:03 PM<br/>Signed: 2/3/2023 12:58:17 PM</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|

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|                                                                                                                                                        |                                                                                                                                                                   |                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <p>Taco Pope, AICP<br/>tpope@nassaucountyfl.com<br/>County Manager<br/>Nassau County BOCC<br/>Security Level: Email, Account Authentication (None)</p> | <br><br>Signature Adoption: Drawn on Device<br>Using IP Address: 50.238.237.26 | <p>Sent: 2/3/2023 12:58:24 PM<br/>Viewed: 2/3/2023 1:09:24 PM<br/>Signed: 2/3/2023 1:09:50 PM</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|

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|                                                                                                                                  |                                                                                                                                                                     |                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| <p>Clerk Finance<br/>boccap@nassauclerk.com<br/>Nassau County Clerk<br/>Security Level: Email, Account Authentication (None)</p> | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 12.23.69.254 | <p>Sent: 2/3/2023 1:09:59 PM<br/>Viewed: 2/3/2023 2:34:31 PM<br/>Signed: 2/3/2023 2:34:39 PM</p> |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|

**Electronic Record and Signature Disclosure:**  
Accepted: 2/4/2021 9:59:11 AM  
ID: 6238f06a-a4ad-4d45-a7f5-929d04629059

| 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<br>clerkservices@nassaucountyfl.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <b>COPIED</b>    | Sent: 2/3/2023 2:34:46 PM<br>Viewed: 2/3/2023 2:35:54 PM |
| AICVB<br>billing@ameliaisland.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign               | <b>COPIED</b>    | Sent: 2/3/2023 2:34:52 PM                                |
| Linda Van Haren<br>lvanharen@ameliaisland.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign   | <b>COPIED</b>    | Sent: 2/3/2023 2:34:55 PM                                |
| <b>Witness Events</b>                                                                                                                                                                     | <b>Signature</b> | <b>Timestamp</b>                                         |
| <b>Notary Events</b>                                                                                                                                                                      | <b>Signature</b> | <b>Timestamp</b>                                         |
| <b>Envelope Summary Events</b>                                                                                                                                                            | <b>Status</b>    | <b>Timestamps</b>                                        |
| Envelope Sent                                                                                                                                                                             | Hashed/Encrypted | 1/26/2023 5:18:09 PM                                     |
| Envelope Updated                                                                                                                                                                          | Security Checked | 2/3/2023 10:28:39 AM                                     |
| Certified Delivered                                                                                                                                                                       | Security Checked | 2/3/2023 2:34:31 PM                                      |
| Signing Complete                                                                                                                                                                          | Security Checked | 2/3/2023 2:34:39 PM                                      |
| Completed                                                                                                                                                                                 | Security Checked | 2/3/2023 2:34:55 PM                                      |
| <b>Payment Events</b>                                                                                                                                                                     | <b>Status</b>    | <b>Timestamps</b>                                        |
| <b>Electronic Record and Signature Disclosure</b>                                                                                                                                         |                  |                                                          |

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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)

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