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CS-22-282

CHAMBER OF COMMERCE FUNDING AGREEMENT

THIS AGREEMENT made and entered into by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and the Nassau County Chamber of Commerce, hereinafter referred to as the “Chamber”.

WHEREAS, the Chamber is an association of Nassau County businesses, professional leaders, and individuals working together to provide leadership which will aggressively promote and defend responsible economic growth, employment opportunities, government, and excellence in education and quality of life; and

WHEREAS, on September 27, 2021, the Amelia Island Tourist Development Council (AITDC) recommended increasing the Chamber’s partnership agreement; and

WHEREAS, on August 3, 2022, the County and the Chamber (“Parties”) entered into an Agreement whereby the County partnered with the Chamber to improve the accuracy of and accessibility to pertinent local business information as a means of supporting business development, acceleration, and expansion by assisting business owners by providing current information; and

WHEREAS, the County desires to continue to work in collaboration with the Chamber and its tourism partners; and

WHEREAS, the Parties now enter into this new Agreement in order to continue said efforts to build a stronger, more resilient, and equitable economic ecosystem.

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

ARTICLE 1 – CHAMBER'S RESPONSIBILITIES.

1.1 The Chamber shall:

- a. Maintain a working knowledge of Amelia Island's roadways, events, local businesses and accommodations and respond to all telephone inquiries from visitors that call the Chamber of Commerce directly;
- b. Display and distribute Amelia Island Destination and Visitor Information and corresponding/related tourist/marketing information in a professional manner, including display by a dedicated brochure space (Minimum 2ea 8.5x11, 10ea 4x9) at the Chamber's Offices and further assist in keeping a continual supply of Visitor Guides, Walking Tours, Artrageous Art Walk Brochures, and any special event information throughout the year;
- c. Provide visitor services: Monday – Friday (10am-4pm);
- d. Track deliveries and provide weekly inventory of deliveries;
- e. Collaborate with the County's Vendor, the Amelia Island Convention & Visitors Bureau (AICVB) on delivery needs;
- f. Attend weekly meetings/calls or respond to emails to/from/with the AICVB in order to review the needs for the week;
- g. Provide weekly inventory of promotional items (location,

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- quantities and timing) and time and mileage reports;
- h. Reach out on a consistent basis to tourism partners to gather partner needs and related visitor information/brochures, as needed;
 - i. Provide knowledgeable, friendly staff to promote the destination to visitors inquiring about the area; and
 - j. Provide professional staff and extended hours, as needed, as a secondary Amelia Island Welcome Center including: (i) service telephone inquiries and in person visits; and (ii) collaborate with Amelia Island Welcome Center to include information for special events, tourism partner updates and answers to frequently asked questions.

ARTICLE 2 – COUNTY’S RESPONSIBILITIES.

2.1 The County shall provide the Chamber an annual amount of \$30,000 in monthly installments of \$2500 a month for a period of three (3) years. The County, in its sole discretion, and subject to the renewal provisions set forth in Article 3 hereinbelow, may provide additional funds for two (2) one (1) year extensions in an amount of \$30,000 per year. Notwithstanding the above, the total commitment under this Agreement shall not exceed \$150,000 for five (5) years. The County is not responsible for any amount or costs that exceeds \$150,000 for five (5) years.

2.2 The County shall provide the Chamber, through its Vendor, AICVB, the following:

- a. Amelia Island Destination and Visitor Information and

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corresponding/related tourist/marketing information such as visitor guides, specialty guides, special events printed materials, leave-no-trace materials required by local ordinance, and promotional items;

- b. Access to AICVB office storage area and/or storage unit; and
- c. Welcome Center informational reference guide for Chamber staff.

ARTICLE 3 - TERM OF AGREEMENT.

3.1 The term of this Agreement shall take effect on the date of full execution and shall remain in effect for three (3) years. The term of this Agreement may be extended in two (2) ~~additional~~ one (1) year increments, upon mutual written agreement of the Parties. This Agreement or any amendment(s) to the Agreement shall be subject to fund availability of the County.

ARTICLE 4 - EQUAL OPPORTUNITY EMPLOYMENT.

4.1 The Chamber shall comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 5 – INDEMNIFICATION.

5.1 The Chamber hereby indemnifies and holds harmless the County and its agents, officers and employees from all claims, liabilities, damages, losses, expenses and costs, including but not limited to, reasonable attorneys' fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Chamber or any persons employed or utilized by the

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Chamber, in the performance of this Agreement. The Chamber shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Chamber's performance under this Agreement.

ARTICLE 6 - INDEPENDENT ENTITY.

6.1 The Chamber undertakes performance of this Agreement as an independent entity and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used. Nothing in this Agreement shall be interpreted or construed to constitute the Chamber or any of its agents or employees to be an agent, employee or representative of the County.

ARTICLE 7 – EXTENT OF AGREEMENT AND MODIFICATIONS.

7.1 This Agreement represents the entire between the County and the Chamber and supersedes all prior negotiations, representations, or agreement, either written or oral.

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

ARTICLE 8 - COMPLIANCE WITH LAWS.

8.1 The Chamber shall comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 9 - TERMINATION OF AGREEMENT.

9.1 **Termination for Convenience:** This Agreement may be terminated by

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either the County or the Chamber for convenience, upon thirty (30) days of written notice to the other party.

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

ARTICLE 10 - UNCONTROLLABLE FORCES.

10.1 Neither the County nor the Chamber shall be considered to be in default of this Agreement 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 Agreement 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.

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

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describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 11- GOVERNING LAW AND VENUE.

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

ARTICLE 12 – MISCELLANEOUS.

12.1 Non-waiver: A waiver by either the County or the Chamber of any breach of this Agreement 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.

12.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 13 - SUCCESSORS AND ASSIGNS.

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13.1 The County and the Chamber each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 14 - CONTINGENT FEES.

14.1 The Chamber warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Chamber to solicit or secure this Agreement 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 the Chamber, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 15 - FUNDING

15.1 The County's performance and obligation under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

ARTICLE 16 – NOTICE.

16.1 Whenever either party desires or is required under this Agreement 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:

AS TO THE COUNTY:

Taco E. Pope, AICP, County Manager

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96135 Nassau Place, Suite 1
Yulee, Florida 32097
904-530-6010
tpope@nassaucountyfl.com

With a copy to the Procurement Manager at:

96135 Nassau Place, Suite 2
Yulee, Florida 32097
(904) 530-6040
procurement@nassaucountyfl.com

AS TO CHAMBER:

Regina Duncan, President
Nassau County Chamber of Commerce
961687 Gateway Blvd., Suite 101G
Amelia Island, Florida 32034
(904) 261-3248
Regina@nassaucountyflchamber.com

16.2 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 party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, shall be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

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

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ARTICLE 17 - DISPUTE RESOLUTION.

17.1 The County may utilize this Article, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Chamber by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the Agreement. 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 the Chamber. The Chamber should have a representative, at the meeting that can render a decision on behalf of the Chamber.

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

ARTICLE 18. PUBLIC RECORDS.

18.1 The County is a public agency subject to Chapter 119, Florida Statutes.

IF THE CHAMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CHAMBER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Agreement, to the extent that the Chamber

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is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Chamber shall:

a. Keep and maintain public records required by the County to provide goods and/or services.

b. Upon request from the County's custodian of public records, provide the County 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 Agreement if the Chamber does not transfer the records to the County.

d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Chamber or keep and maintain public records required by the County to perform the service. If the Chamber transfers all public records to the County upon completion of the Agreement, the Chamber shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Chamber keeps and maintains public records upon completion of the Agreement, the Chamber shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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18.2 A request to inspect or copy public records relating to the County's Agreement for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Chamber of the request, and the Chamber shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

18.3 If the Chamber does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

18.4 If the Chamber fails to provide the public records to the County within a reasonable time, the Chamber may be subject to penalties under Section 119.10, Florida Statutes.

18.5 If a civil action is filed against the Chamber to compel production of public records relating to the Agreement, the Court shall assess and award against the Chamber the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Chamber unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Chamber has not complied with the request, to the County and to the Chamber.

18.6 A notice complies with Section 18.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Chamber at the Chamber's address listed on its Agreement with the County or to the Chamber's registered agent. Such notices shall be sent pursuant to Article 16 above.

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18.7 If the Chamber complies with a public records request within eight (8) business days after the notice is sent, the Chamber is not liable for the reasonable costs of enforcement.

18.8 In reference to any public records requested under this Agreement, the Chamber shall identify and mark specifically any information which the Chamber considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Chamber believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

18.9 In conjunction with the confidential and/or proprietary information designation, the Chamber acknowledges and agrees that after notice from County, the Chamber shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Chamber shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

18.10 The Chamber further agrees that by designation of the confidential/proprietary material, the Chamber shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Chamber's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for

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damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Chamber's designation of material as exempt from public disclosure.

ARTICLE 19. E-VERIFY.

19.1 The Chamber shall comply with Section 448.095, Florida Statutes, 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 the Chamber during the term of this Agreement to work in Florida. Additionally, if the Chamber uses subcontractors to perform any portion of the work (under this Agreement), the Chamber shall 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.

19.2 The Chamber shall 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 the County or other authorized entity consistent with the terms of the Chamber's enrollment in the program. This includes maintaining a copy of proof of the Chamber's and subcontractors' enrollment in the E-Verify program. If the Chamber enters into a contract with a subcontractor, the subcontractor shall provide the Chamber with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Chamber shall maintain a copy of such affidavit for the duration of the Agreement.

19.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Agreement and the County may treat a failure to comply as a

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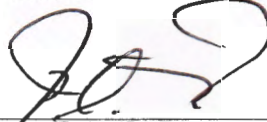
material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Chamber may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Chamber is liable for any additional costs incurred by the County as a result of the termination of this Agreement.

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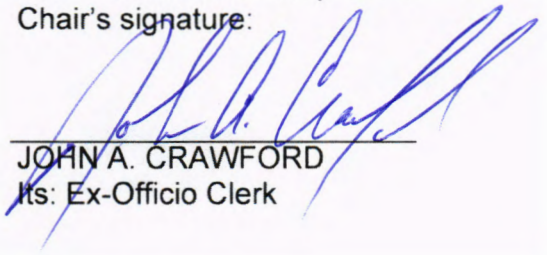
IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the day and year first written above.

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



KLYNT A. FARMER
Its: Chairman

Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May 8/10/2023

DENISE C. MAY

**NASSAU COUNTY CHAMBER OF
COMMERCE, INC.**

Regina Duncan
By: Regina Duncan

Its: Authorized
Signer

Date: 8/7/2023
