



SPONSORSHIP AGREEMENT

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND A.L. LEWIS HISTORICAL SOCIETY, INC.

This Sponsorship Agreement ("Agreement") is entered by and between the Nassau County Board of County Commissioners ("County") and the A.L. Lewis Historical Society, Inc. ("Organization") and overseen by the Amelia Island Convention and Visitors Bureau ("AICVB") on behalf of the County for the purpose of operating the A.L. Lewis Museum.

SECTION 1. Organization's Responsibilities.

- 1.1 The Organization shall perform any duties and responsibilities with respect to the operation of the A.L. Lewis Museum as may be outlined in the Request for Sponsorship ("Exhibit A").
- 1.2 The Organization shall include the destination Amelia Island logo, as supplied by the AICVB, on printed materials and shall reference the Amelia Island Tourist Development Council ("AITDC") as a sponsor in press releases and any other media materials. The AITDC and Organization have the right to approve all materials and releases produced by the other for promotional purposes.
- 1.3 The Organization shall promote at least one Amelia Island Hotel on the Organization's website, and the Organization shall encourage attendees to utilize Amelia Island hotel rooms or lodging.
- 1.4 The Organization shall obtain all necessary permits, approvals, and venues for the operation of the A.L. Lewis Museum.
- 1.5 The Organization shall provide all necessary equipment for the A.L. Lewis Museum.
- 1.6 The Organization shall be responsible for all food and beverage sales. No alcohol shall be consumed or sold on property belonging to the County except where permitted by the County.
- 1.7 The Organization shall be responsible for all merchandise sales.

- 1.8 The Organization shall be responsible for all sponsorship sales.
- 1.9 The Organization shall be responsible for providing a safe environment for all participants and spectators.
- 1.10 The Organization shall provide all staff.
- 1.11 The Organization shall be responsible for implementing a parking system for the A.L. Lewis Museum in a safe and efficient manner and in cooperation with the County, municipality, or appropriate authorities.
- 1.12 The Organization shall provide on-site medical personnel or have a medical plan prepared.
- 1.13 The Organization understands that it is an independent contractor and has no authority or right to make obligations of any kind in the name of or for the account of the County, the AITDC or AICVB nor commit or bind the County, the AITDC or AICVB to any contract (other than this Agreement) by virtue of this Agreement.
- 1.14 As determined by the County in its sole discretion, then the Organization shall, upon written request by the County, provide the County a Certificate of Insurance including one million dollars (\$1,000,000) in general liability coverage and listing the County and the AICVB as "additional insured" for the operation of the A.L. Lewis Museum no later than five (5) days after execution of this Agreement by all parties. Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision that coverage afforded under the policies shall not be cancelled or allowed to expire unless at least thirty (30) days prior written notice has been given to the County and the AITDC. Certificates of Insurance and the insurance policies required for this Agreement shall also include a provision that policies, except Worker's Compensation, are primary and noncontributory to any insurance maintained by the AICVB. All insurers shall be authorized to transact insurance business in the State of Florida as provided by Section 624.09(1), Florida Statutes and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (property-Casualty) must be at least A- or above.

SECTION 2. AICVB's Responsibilities.

- 2.1 The AICVB shall provide a link to the A.L. Lewis Museum on www.ameliaisland.com. The posting should include details as they relate to parking, registration fees, sponsorship, merchandise sales, concessions, and all other activities relating directly or indirectly to the operation of the A.L. Lewis Museum (as applicable).
- 2.2 The AICVB shall share responsibility with the Organization for the promotion of the A.L. Lewis Museum outside of Nassau County, Florida.

SECTION 3. Sponsorship Amount.

- 3.1 Upon the recommendation of the AITDC and approval of the County and pursuant to the acceptance and fulfilment of the terms of this Agreement, the County shall provide to Organization a sponsorship in the amount of Twenty-Five Thousand Dollars and 00/100 (\$25,000.00) (“Sponsorship Amount”) for 2025.
- 3.2 The Sponsorship Amount may be paid in full to the Organization within sixty (60) days of the execution of this Agreement. Notwithstanding County’s payment of the Sponsorship Amount, the Organization shall only be entitled to retain and shall have only been deemed to have earned the Sponsorship Amount after the conclusion of the requirements of this Agreement have been completed and executed Post Sponsorship Report as required in Section 1.16 hereinabove and any required supporting documentation.
- 3.3 The Organization shall use and allocate the Sponsorship Amount solely for expenditures or obligations related to the operation of the A.L. Lewis Museum as outlined in Exhibit “A”.
- 3.4 The Organization shall be responsible for any and all costs and expenses in excess of the total Sponsorship Amount.

SECTION 4. Indemnification.

- 4.1 The Organization shall indemnify, and hold harmless the County and its officers and employees, the Amelia Island Tourist Development Council, the Amelia Island Convention and Visitor’s Bureau from any and all damages, losses, liabilities, and costs, including but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Organization and other persons employed or utilized by the Organization in the performance of the Agreement.

SECTION 5. Compliance with Laws & Regulations.

- 5.1 The Organization represents and warrants that it shall comply with all applicable state, federal and local laws and regulations relating to operation of the A.L. Lewis Museum.

SECTION 6. Waivers.

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

SECTION 7. Relationship of Parties.

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

SECTION 8. Term.

8.1 This Agreement shall commence when fully executed and shall remain in full force and effect until September 30, 2025.

SECTION 9. Amendments.

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

SECTION 10. Cancellation; Rescheduling; Force Majeure.

10.1 Notwithstanding anything to the contrary contained herein, if the operation of the A.L. Lewis Museum is canceled for any reason whatsoever, and the operation of the A.L. Lewis Museum is not rescheduled as set forth in Section 10.2 below, then (a) this Agreement shall be automatically deemed terminated, (b) the Organization shall have no right to receive or otherwise direct the receipt of any portion of the Sponsorship Amount, and (c) the Organization must refund to the County all amounts paid by the County to the Organization pursuant to this Agreement within ten (10) business days following written request by the County. The Organization hereby waives and releases any and all claims it may have for breach of contract or otherwise arising out of such circumstances.

10.2 If the operation of the A.L. Lewis Museum is canceled for any reason, within ten (10) business days of such cancellation, Organization shall notify County in writing whether the Organization intends to reschedule the operation of the A.L. Lewis Museum to a date during County's current Fiscal Year (October 1 through September 30). If the Organization timely notifies County of its intent to reschedule the operation of the A.L. Lewis Museum to a date within the current Fiscal Year, County and the Organization shall coordinate the replacement dates for the operation of the A.L. Lewis Museum; provided, however, County shall not unreasonably withhold, condition, or delay its consent to dates requested by the Organization. If the Parties agree on rescheduled dates for the operation of the A.L. Lewis Museum, such agreement shall be made in writing by the parties and treated as an amendment to this Agreement, with all references to operation of the A.L. Lewis Museum herein to mean the new dates. If the Organization does not timely notify County that it intends to reschedule the operation of the A.L. Lewis Museum within the time period stated in this section, the operation of the A.L. Lewis Museum is deemed canceled and this Agreement is automatically deemed terminated as provided in Section 10.1 above.

10.3 Other than the Organization's obligations to refund the Sponsorship Amount as provided in Section 10.1 of this Agreement, which obligations are not waived by any event of Force Majeure (as defined in this paragraph), each Party's obligations under this Agreement shall be temporarily excused by acts of God, such as fires, storms, lightning, floods,

confiscations or restraints of government (civil or military), war, terrorism, strikes or labor disputes, civil disturbances, or any other cause that is not within the reasonable control of a Party, and not otherwise due to any negligence or willful misconduct by that Party (“Force Majeure”).

SECTION 11. Third- Party Beneficiaries.

11.1 Neither the Organization nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

SECTION 12. Notices.

12.1 In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR AICVB: ATTENTION:

Executive Director
1750 South 14th Street, Suite 200
Fernandina Beach, Florida 32034
(904) 277-4369

FOR ORGANIZATION: ATTENTION:

Carol J. Alexander
info@allmuseum.org
A. L. Lewis Historical Society, Inc.
1600 Julia Street, American Beach, Florida 32034
(904) 510-7036

All notices for the Organization shall be provided to the Organization through the contact person named on the Event or Project Sponsorship Funding Application (“Application”) at the address listed on the Application.

SECTION 13. Public Records.

13.1 The Organization acknowledges that the County is a public agency subject to Chapter 119,

Florida Statutes, and that the information and data the Organization manages under this Agreement may be public records in accordance with Chapter 119, Florida Statutes. If a court of competent jurisdiction determines that the Organization is a “contractor” for purposes of Section 119.0701, Florida Statutes, then the Organization shall comply with all requirements of Chapter 119, Florida Statutes. Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

IF THE ORGANIZATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ORGANIZATION’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.

SECTION 14. Assignment.

- 14.1** The Organization may not assign all or part of its rights or obligations under this Agreement without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective. If the Organization violates this provision, any portion of the Sponsorship Amount already provided to the Organization shall be immediately refunded to County upon demand and, in addition to any other rights and remedies County may have, County may immediately terminate this Agreement.

SECTION 15. Governing Law and Venue.

- 15.1** This Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

SECTION 16. Entire Agreement; Severability.

- 16.1** This Agreement sets forth the final and complete understanding of the parties. It is understood and agreed that there are no other representations with respect to this Agreement and this Agreement supersedes all prior discussions, agreements and understandings relating to this subject matter hereof. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

SECTION 17. Human Trafficking Affidavit.

17.1 In accordance with Section 787.06, Florida Statutes, the Organization shall provide to the County an affidavit, on a form approved by the County, signed by an officer or representative of the Organization under penalty of perjury attesting that the Organization does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

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

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

A.L. LEWIS HISTORICAL SOCIETY, INC.


Signature

Thea Seagraves
Signature

A.M. "Hupp" Huppmann
Printed Name

Thea Seagraves
Printed Name

Chairman

officer

Title

Title

4-28-2025

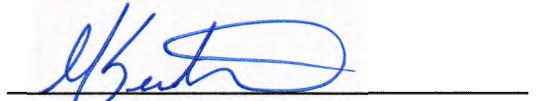
4/2/2025

Date

Date

Attest to the Chairman's signature:

Approved as to form and legality by the Nassau County Attorney:


Mitch L. Keiter
Its: Ex-officio Clerk

Denise C. May
Denise C. May, County Attorney

Amelia Island Convention and Visitors Bureau

Gil Langley
Signature

Gil Langley
Printed Name
President

Title

3/25/2025

Date

EXHIBIT "A"

To Sponsorship Agreement

TS
4/2/2025



COME MAKE MEMORIES®

Event/Project/Program Sponsorship Funding Application

Please complete the following to be considered for event/project/program sponsorship funding. Attach additional documentation if needed. Be sure to review the requirements before submitting your application.

Each event/project/program host/organizer applying for sponsorship will be required to submit this Special Event/project/program Sponsorship Application. The annual sponsorship application process shall close on June 30 for consideration of support in the next fiscal year (October 1 through September 30). The application must be submitted to the TDC Managing Director by e-mail (billing@ameliaisland.com) or mailed/hand delivered to 1750 South 14th Street, Suite 200, Amelia Island, FL 32034.

For questions related to completing the application, please email Mariela Murphy at mmurphy@ameliaisland.com or call 904-277-4369.

Name of Event/Project/Program: A. L. Lewis Museum at American Beach

Event/Project/Program Date(s): January 2025-December 2025

Event/Project/Program Location(s): A. L. Lewis Museum at American Beach

Funding Amount Requesting: \$25,000

Event/Project/Program Host/Organizer/Applicant: Carol J. Alexander

Event/Project/Program Host/Organizer/Applicant Address: A. L. Lewis Museum at American Beach

Contact Person: Carol J. Alexander, Executive Director

Address: 1600 Julia Street, American Beach, FL 32034

Phone: (904) 510-7036

Email: info@allmuseum.org

Event/Project/Program Information

A. L. Lewis Historical Society 501 c-3 d/b/a A L Lewis Museum at American Beach

1600 Julia Street, American Beach, Florida 32034

The A. L. Lewis Museum, located in the historic American Beach on Amelia Island, Florida. The Museum serves as a vital cultural and educational institution dedicated to preserving and sharing the rich African American history of our community. As an all-volunteer museum, we have made significant strides in documenting local history and providing engaging exhibits and programs. However, to

maximize our impact and expand our reach, we seek funding to extend hours and serve tourist and local visitors. Currently, the museum operates with a dedicated team of volunteers who tirelessly work to maintain our exhibits, conduct educational programs, and serve our visitors. While their commitment is invaluable, the absence of qualified personnel in key roles limits our operational efficiency and growth potential.

With TDC Sponsorship funding, the A.L. Lewis Museum will be able to:

- Develop and launch new exhibits that highlight the contributions of African Americans in the region.
- Expand educational programs tailored to school groups, families, and tourists, which will foster greater community engagement and tourism.
- Enhance marketing efforts to attract more visitors, thus contributing to the local economy and increasing awareness of American Beach's historical significance.
- Establish more robust volunteer training programs that empower volunteers and give them a greater sense of ownership and involvement in the museum's mission.

This investment from the TDC will allow for the museum to be better equipped to fulfill its mission of educating visitors and locals about the remarkable history of American Beach while preserving the rich heritage of the African American community in the region. This capacity-building initiative is crucial not only for the sustainability of the museum but also for enriching the cultural fabric of Amelia Island and supporting local tourism.

This funding request will be to implement a initial base capacity-building initiative, which will position the A. L. Lewis Museum to thrive as a professional, community-centered institution dedicated to historical preservation and education.

Provide a detailed description of the event/project/program and how it promotes Amelia Island tourism, the proposed goals, objectives, and economic impact of the event/project/program to include dates of the event/project/program (including set up and tear down); anticipated attendance; audience demographic and projected overnight visitation.

The A. L. Lewis Museum is open 12 hours, three days a week. Last year in the limited hours, 2,050 visitors came to the museum and 750 attended programs. In the year 2025, American Beach will be celebrating its 90 year anniversary. The Museum is planning a special temporary exhibition (in addition to our permanent exhibit) January-February 2025 in the American Beach Community Center as well as special community conversations programs throughout the year. The exhibition and programs will attract out of County visitors as well as local residents. With TDC Sponsorship funding, the Museum will increase its already high numbers of visitation. The projected visitation numbers will increase at least 50% with the special programming.

Provide a logistics outline (including but not limited to location/site plan, parking/shuttle and traffic plan, security plan, sanitation plan, health and safety plan, and special needs requirements) for your event/project/program.

N/A

6. If, for any reason you are unable to purchase an item or service as approved in your application, you must notify the TDC and request to substitute another item or service.
7. Any applicant found guilty of violating, misleading, neglecting or refusing to comply with the application requirements shall be disqualified from submitting any future requests.
8. Sponsorship funds may not be used for political campaigns, political parties, or for lobbying.
9. All events/projects/programs funded shall be conducted in a nondiscriminatory manner and in accordance with local, state, and federal laws, rules and regulations related to nondiscrimination and equal opportunity. Applicant and its event/project/program shall not discriminate on the grounds of race color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law. All events/projects/programs funded shall be accessible to persons with disabilities in accordance with the Americans with Disabilities Act and related regulations.
10. If awarded funding, applicant agrees that it will include the Amelia Island logo in advertising, flyers, posters, literature, film/video credits, news releases, printed programs, public broadcasts, promotion, and publicity if requested to do so. Both parties have the right to approve all materials and releases produced by the other for promotional purposes.
11. Any funds granted shall be subject to an audit by the Nassau County Clerk of Court and Comptroller or their authorized representative.

Table 1

Budget Category	Description	Total	Notes
Personell			
	Museum Director	\$ 45,000.00	
	P.T.Visitor/Volunteer Coordinator	\$ 15,600.00	
	P.T. Adm. Services	\$ 12,000.00	
	Content marketing coordinator	\$ 6,000.00	
	P.T. Archivist	\$ 7,000.00	
	Accounting	\$ 2,220.00	
Personnel Sub-Total		\$ 87,820.00	
Operations			
	Office Supplies	\$ 4,000.00	
	Marketing/Promotions	\$ 5,000.00	
	2025 Special Exhibit Materials	\$ 12,000.00	
Operations Subtotal		\$ 21,000.00	
Total Budget		\$ 108,820.00	

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