

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CS-22-033
CONTRACT TRACKING NO.
cm 3261

GENERAL INFORMATION

Requesting Department: OMB

Contact Person: Marshall Everman

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

CONTRACTOR INFORMATION

Name: AVL Productions, Inc.

Address: 3500 Beachwood Ct. Suite 104 Jacksonville, FL 32224

Contractor's Administrator Name: Stephen Unkelbach Title: President

Telephone: 904-551-1315 Email: stephen@avlproductions.com

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

Authorized Signatory Name: Stephen Unkelbach

Authorized Signatory Email: stephen@avlproductions.com

CONTRACT INFORMATION

Contract Name: AVL Productions

Description: Production Stage Services for Dickens on Centre
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$43,319.44
APPROXIMATE IF NECESSARY

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

Authorized Signatory: Taco Pope

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution till December 30, 2022 Termination/Cancellation: X

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

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

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amended Amount: _____

Continued on next page

**CONTRACT FOR AVL PRODUCTIONS, INC. FOR PROFESSIONAL SERVICES FOR
NASSAU COUNTY, FLORIDA**

THIS CONTRACT made and entered into on _____, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **AVL PRODUCTIONS, INC.**, located at 3500 Beachwood Ct Ste 104 Jacksonville, FL 32224, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services for stage production for Dickens On Centre. Said services are more fully described in the *Quote*, 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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this Contract shall be in one (1) year increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement, amendment or modification to the term of the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

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

ARTICLE 5 - COMPENSATION

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

5.2 Consultant shall submit all invoices to the Assistant County Manager for payment to invoices@nassaucountyfl.com and a copy to 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

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Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

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

- 8.1 This Contract; and
- 8.2 The *Quote* 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

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

ARTICLE 13 – EXTENT OF CONTRACT

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.

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perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure. Upon receipt of the written notice of termination, Consultant shall immediately render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE 19 – UNCONTROLLABLE FORCES

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

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

ARTICLE 20 - GOVERNING LAW AND VENUE

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

ARTICLE 21 - MISCELLANEOUS

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

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be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant 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

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Verify program. If Consultant enters into a contract with a subcontractor, the subcontractor must provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the Contract.

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

ARTICLE 23 - SUCCESSORS AND ASSIGNS

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

ARTICLE 24 - CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this 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

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

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

ARTICLE 28 - DISPUTE RESOLUTION

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

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

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Contract Tracking No. CM 3261

within seven (7) working days will result in a penalty charged against the 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.

NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP, County Manager
Its: Designee

Date: 11/8/2022

Approved as to form and legality by the
Nassau County Attorney

Denise C. May 11/8/2022

DENISE C. MAY

AVL Productions, Inc.

Stephen Unkelbach

By: Stephen Unkelbach

Its: President

Date: 11/10/2022

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QTY	Description	Note	Time	Rate	Price	Price Ext.
					40% Discount:	\$2,361.20
					Main Stage Audio Total:	\$3,541.80
Main Stage Lighting						
6	Chauvet Maverick Storm 1 Wash		1	Day Rate	157.50	945.00
4	Chauvet Maverick MK1 Spot		1	Day Rate	210.00	840.00
4	TRUSS 10' 12"X12" BOX	2-14' in front for front light, 2 10' in back for lights	1	Day Rate	105.00	420.00
2	TRUSS 4' 12" X 12" BOX		1	Day Rate	42.00	84.00
4	Base Plate Large - Wood		1	Day Rate	52.50	210.00
1	Ultratec Radiance Hazer		1	Day Rate	78.75	78.75
10	V Tower Ballast Block		1	Day Rate	0.00	0.00
1	GrandMA2 On PC Command Wing		1	Day Rate	367.50	367.50
1	LIGHTING CABLE PACKAGE		1	Day Rate	0.00	0.00
2	Antari Snow Machine (DMX)		1	Day Rate	131.25	262.50
4	Antari Snow Fluid 4L		1	Rate	40.00	160.00
Main Stage Lighting Total Before Discount:						\$3,367.75
					40% Discount:	\$1,179.10
					Main Stage Lighting Total:	\$2,188.65
Enchanted Cafe						
2	Antari Snow Machine (DMX)		1	Day Rate	131.25	262.50
10	Antari Snow Fluid 4L		1	Rate	40.00	400.00
10	String Light 48' 15 light		1	Day Rate	0.00	0.00
Enchanted Cafe Total Before Discount:						\$662.50
					40% Discount:	\$265.00
					Enchanted Cafe Total:	\$397.50
Movie Corner- 3rd Street						
2	EAW RL 15 Powered Speaker		1	Day Rate	105.00	210.00
2	SPEAKER STANDS		1	Day Rate	2.62	5.24
2	EAW RL18		1	Day Rate	105.00	210.00
50	Absen X5 - 500mmx562mm	50 Panels, 5 high by 10 wide. 9'x16' screen size . Pixels 960x540 1.78:1	1	Day Rate	105.00	5,250.00
50	Absen TruCon 3' Jump		1	Day Rate	0.00	0.00
50	Absen Ethercon 3' Jump		1	Day Rate	0.00	0.00
1	Absen Video Pro-HD		1	Day Rate	525.00	525.00
1	Video Wall Ground Support Package		1	Day Rate	840.00	840.00
2	StageRight ME-1000 4 x 8 Deck	4' x 16' x 4'	1	Day Rate	78.75	157.50
1	4X8 STAGE SKIRTING NON PLEATED CASE		1	Day Rate	0.00	0.00
2	Apple Macbook Pro 13" Show Laptop	1-Main, 1-Redundant	1	Day Rate	157.50	315.00
1	Video Power Distro		1	Day Rate	157.50	157.50
1	4 GAUGE FEEDER CASE		1	Day Rate	100.00	100.00
1	Cable and Adapter Package		1	Day Rate	100.00	100.00
1	Production Tent	With Side Walls	1	Day Rate	100.00	100.00
1	MACKIE 1202 Audio Mixer	4 MIC INPUTS, 4 LINE INPUTS, LAPTOP AUDIO	1	Day Rate	52.50	52.50
Movie Corner- 3rd Street Total Before Discount:						\$8,022.74
					40% Discount:	\$3,209.10
					Movie Corner- 3rd Street Total:	\$4,813.64
Festival Entrance						
6	Chauvet ColoRADO 3 Solo		1	Day Rate	78.75	472.50
4	10' Schedule 40 Pipe		1	Day Rate	26.25	105.00
4	Base Boom - Threaded Schedule 40 Bases		1	Day Rate	26.25	105.00
12	Chauvet WELL Fit		1	Day Rate	52.50	630.00
Festival Entrance Total Before Discount:						\$1,312.50
					40% Discount:	\$525.00

Quote (Quote Number: 22-0907)

Legal:

All payments made with a credit card will be assessed a 3% convenience fee based on the total payment per transaction.

Notes:

Please note these items are not included in this quote:

*Permit fees.

*Fire Marshall fees if they need to be present. Ex. using haze, maximum occupancy drawings. *House rigging fees.

*House power Fees.

*House production labor. Ex. load in/out supervisor and rigging labor.

*Internet fees.

*House freight charges.


*Overtime fees for labor and crew

*Overnight Security

Subtotal:	\$42,819.44
Sales Tax:	\$0.00
Discount:	(\$8,957.70)
Delivery and Pickup:	\$500.00
Total:	\$43,319.44
Total Applied Payments:	\$0.00
Balance Due:	\$43,319.44

X

Signature

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



Menu 

My Company Account

My Company Profile

Company Information

Company Name

AVL Productions

Doing Business As (DBA) Name

Company ID

1759547

Enrollment Date

Nov 16, 2021

Employer Identification Number (EIN)

262243500

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

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 Company is Configured to:

Manage and Verify Employees for Clients

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)



**NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**

96135 Nassau Place Suite 1

Yulee, FL 32097

REQUISITION 2023

PAGE

1 OF 1

VENDOR NAME & ADDRESS

Vendor AVL Productions, Inc.
3500 Beachwood Ct. Suite 104 Jacksonville, FL
Address 32224

Stephen Unkelbach

Phone 904-551-1315

AITDC

REQUESTED BY: Gil Langley

10/17/2022	stage production for Dickens on Centre	1	\$43,319.44	\$ 43,319.44	37523552-548520 DOC
					11/4/2022

Purchasing Process

5.8 Other Professional Services

W-9 - Attached
E-Verify - Attached
COI - Attached

11/14/2022

ORIGINAL - FINANCE COPY
COPY - DEPARTMENT COPY

Subtotal:
Total: **\$43,319.44**

Department Head / Managing Agent

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

Marshall Eyerman

11/4/2022

GL

11/4/2022

Office of Management and Budget

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

Chris Calambra

11/7/2022

Procurement Director

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

Sharon R. Moore

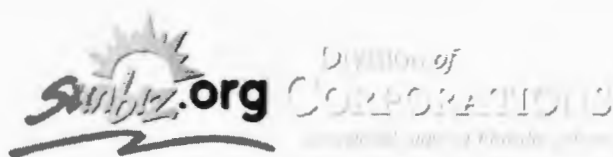
11/7/2022

County Manager

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

[Signature]

11/8/2022



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

Detail by Entity Name

Florida Profit Corporation
AVL PRODUCTIONS INC.

Filing Information

Document Number P07000038506
FEI/EIN Number 26-2243500
Date Filed 03/27/2007
State FL
Status ACTIVE

Principal Address

3500 Beachwood ct unit 104
jacksonville, FL 32224

Changed: 01/28/2015

Mailing Address

3500 Beachwood ct unit 104
jacksonville, FL 32224

Changed: 01/28/2015

Registered Agent Name & Address

UNKELBACH, MICHAEL L
818 CEDAR KNOLL DR. S.,
LAKELAND, FL., FL 33809

Name Changed: 02/12/2013

Address Changed: 02/12/2013

Officer/Director Detail

Name & Address

Title P

Unkelbach, Stephen T
3500 Beachwood ct unit 104
jacksonville, FL 32224

Title VP

Certificate Of Completion

Envelope Id: 9E9419B1D4D34B2085F3F95D0A70E227

Status: Completed

Subject: Complete with DocuSign: AVL Productions CM 3261 Contract Approval.pdf, AVL Productions CM 3261....

Source Envelope:

Document Pages: 34

Signatures: 16

Envelope Originator:

Certificate Pages: 6

Initials: 45

Tracy Poore

AutoNav: Enabled

tpoore@nassaucountyfl.com

Enveloped Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Tracy Poore

Location: DocuSign

11/4/2022 1:40:03 PM

tpoore@nassaucountyfl.com

Signer Events**Signature****Timestamp**

Tracy Poore

tpoore@nassaucountyfl.com

OMB Admin

Nassau County BOCC

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 11/4/2022 1:52:31 PM

Viewed: 11/4/2022 1:52:41 PM

Signed: 11/4/2022 1:52:54 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gil Langley

glangle@ameliaisland.com

Amelia Island CVB

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 50.240.115.201

Sent: 11/4/2022 1:52:59 PM

Viewed: 11/4/2022 3:17:19 PM

Signed: 11/4/2022 3:17:46 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marshall Eyerman

MEyerman@nassaucountyfl.com

Assistant County Manager

Nassau County BOCC

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 11/4/2022 3:17:50 PM

Viewed: 11/4/2022 5:22:18 PM

Signed: 11/4/2022 5:22:28 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lanaee Gilmore

lgilmore@nassaucountyfl.com

Procurement Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 11/4/2022 5:22:32 PM

Viewed: 11/7/2022 9:42:44 AM

Signed: 11/7/2022 9:42:57 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
AICVB billing@ameliaisland.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/14/2022 9:32:47 AM
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/14/2022 9:32:47 AM Viewed: 11/16/2022 8:25:50 AM
Nate Aron naron@ameliaisland.com Amelia Island CVB Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/14/2022 9:32:50 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/4/2022 1:52:31 PM
Certified Delivered	Security Checked	11/14/2022 9:32:00 AM
Signing Complete	Security Checked	11/14/2022 9:32:41 AM
Completed	Security Checked	11/14/2022 9:32:50 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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

How to contact County of Nassau:

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

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

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

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

To request paper copies from County of Nassau

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

To withdraw your consent with County of Nassau

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

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT
TRACKING NO.

cm 3261

GENERAL INFORMATION

Requesting Department: OMB

Contact Person: Marshall Everman

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

CONTRACTOR INFORMATION

Name: AVL Productions, Inc.

Address: 3500 Beachwood Ct. Suite 104 Jacksonville, FL 32224

Contractor's Administrator Name: Stephen Unkelbach Title: President

Telephone: 904-551-1315 Email: stephen@avlproductions.com

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

Authorized Signatory Name: Stephen Unkelbach

Authorized Signatory Email: stephen@avlproductions.com

CONTRACT INFORMATION

Contract Name: AVL Productions

Description: Production Stage Services for Dickens on Centre

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$43,319.44

APPROXIMATE IF NECESSARY

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

Authorized Signatory: Taco Pope

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution till December 30, 2022 Termination/Cancellation: X

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

How Procured: ☐ Exemption ☐ Sole Source ☐ Single Source ☐ ITB ☐ RFP ☐ RFQ ☐ Coop

☐ Piggyback ☐ Quotes ☒ Other Professional Services

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amended Amount: _____

Continued on next page

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

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Marshall Eyerman 11/4/2022 GL
Department Head/Contract Manager Date
2. Ranessa Holman 11/7/2022 11/4/2022
Procurement Date
3. chris lacambra 11/7/2022
Office of Mgmt & Budget Date
4. Denise C. May 11/8/2022 DJ
County Attorney Date 11/8/2022

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. [Signature] 11/8/2022
County Manager Date

**CONTRACT FOR AVL PRODUCTIONS, INC. FOR PROFESSIONAL SERVICES FOR
NASSAU COUNTY, FLORIDA**

THIS CONTRACT made and entered into on _____, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **AVL PRODUCTIONS, INC.**, located at 3500 Beachwood Ct Ste 104 Jacksonville, FL 32224, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services for stage production for Dickens On Centre. Said services are more fully described in the *Quote*, 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 County Manager, or his designee, to act on County's behalf with respect to the Exhibit "A". The County Manager, or his designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF CONTRACT

The term of this Contract shall begin upon full execution of this Contract by all parties and terminate December 30, 2022. The term of this Contract may be extended upon mutual written agreement between both parties. Any extension of the term under

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

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

ARTICLE 5 - COMPENSATION

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

5.2 Consultant shall submit all invoices to the Assistant County Manager for payment to invoices@nassaucountyfl.com and a copy to 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

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

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

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

ARTICLE 6 – EXPENSES

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

ARTICLE 7 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. At County's sole discretion,

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Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

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

- 8.1 This Contract; and
- 8.2 The *Quote* 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

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

ARTICLE 12 - INDEPENDENT CONSULTANT

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

12.2 This Contract shall not render Consultant or any of Consultant's agents an employee, partner, agent of, or joint venturer with County for any purpose. Consultant is and will remain an independent consultant in its relationship to County and Consultant's agents are not and will not become County employees. County shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. County shall report all payments made to Consultant on a calendar year basis using IRS Form 1099, if required by law. Consultant agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not 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)

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

ARTICLE 13 – EXTENT OF CONTRACT

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.

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ARTICLE 14 - COMPLIANCE WITH LAWS

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

ARTICLE 15 - INSURANCE

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

ARTICLE 16 – ACCESS TO PREMISES

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

ARTICLE 17 - TERMINATION OF CONTRACT

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

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perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure. Upon receipt of the written notice of termination, Consultant shall immediately render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE 19 – UNCONTROLLABLE FORCES

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

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

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

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

ARTICLE 20 - GOVERNING LAW AND VENUE

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

ARTICLE 21 - MISCELLANEOUS

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

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either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

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

21.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 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

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be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant 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

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to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

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

ARTICLE 22 – EMPLOYMENT ELIGIBILITY

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

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-

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Verify program. If Consultant enters into a contract with a subcontractor, the subcontractor must provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the Contract.

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

ARTICLE 23 - SUCCESSORS AND ASSIGNS

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

ARTICLE 24 - CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this 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

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

ARTICLE 26 - FUNDING

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

ARTICLE 27 - NOTICE

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

COUNTY:

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

CONSULTANT:

Stephen Unkelbach
AVL Productions, Inc.
3500 Beachwood Ct. Suite 104 Jacksonville, FL 32224
Phone: 904 551 1315
Email: stephen@avlproductions.com

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

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

ARTICLE 28 - DISPUTE RESOLUTION

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

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

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the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

ARTICLE 29 - SECTION 29. Conflicting Terms

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

ARTICLE 30 – ASSIGNMENT & SUBCONTRACTING

In order to assign its Contract with County, or to subcontract any of the work requirements to be performed, Consultant must ensure, and provide assurances to County upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The 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. The 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. The Consultant, at its expense, will defend County against such claims.

The 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. The Consultant's failure to pay its subcontractor(s)

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Contract Tracking No. CM 3261

within seven (7) working days will result in a penalty charged against the 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.

NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP, County Manager
Its: Designee

Date: 11/8/2022

Approved as to form and legality by the
Nassau County Attorney

Denise C. May 11/8/2022

DENISE C. MAY

AVL Productions, Inc.

Stephen Unkelbach

By: Stephen Unkelbach

Its: President

Date: 11/10/2022

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Exhibit "A"



PRODUCTIONS

3500 Beachwood Ct. Suite 104

Jacksonville, FL 32224

Phone: 904.551.1315

Fax: 904.683.4230

www.avlproductions.com

Quote

Quote Number: 22-0907

AIVCB | Dickens On Centre

Client	Venue / Site
Nassau County Board of County Commissioners 96135 Nassau Pl Suite 1 Yulee, FL 32097	Downtown Fernandina Beach Fernandina Beach, FL

Account Manager	Shipping Method	Customer PO	Terms	Tax Rule	Valid Until
Stephen Unkelbach	Box Truck		50% Dep / 50% Net 14	Tax Exempt	11/30/2022

Ship Date	Load In	Show Start	Load Out	Return Date
12/8/2022 7:00 PM	12/8/2022 8:00 PM	12/9/2022 5:00 PM	12/11/2022 8:00 PM	12/12/2022 1:00 AM

QTY	Description	Note	Time	Rate	Price	Price Ext.
Main Stage						
12	StageRight ME-1000 4 x 8 Deck	24' x 16' x 2'	1	Day Rate	78.75	945.00
1	4' level		1	Day Rate	0.00	0.00
3	StageRight Backrail	Long	1	Day Rate	26.25	78.75
2	EZ Lift Step 32-48"		1	Day Rate	140.00	280.00
1	Production Tent	With Side Walls	1	Day Rate	100.00	100.00
Main Stage Total Before Discount:						\$1,403.75
40% Discount:						\$561.50
Main Stage Total:						\$842.25
Main Stage Audio						
6	L-Acoustics ARCS II		1	Day Rate	131.25	787.50
4	L'Acoustics KS28 Subwoofer		1	Day Rate	157.50	630.00
5	L-Acoustics X15HQ Monitor Speaker		1	Day Rate	115.50	577.50
1	L-Acoustics LA-RAK II		1	Day Rate	420.00	420.00
1	L-ACOUSTICS LA4X		1	Day Rate	157.50	157.50
	CONTROLLER					
3	Shure ULXD 4CH Combo w/ Wireless Microphones		1	Day Rate	336.00	1,008.00
1	Shure ULXD Wireless 2CH COMBO	14 Wireless Total	1	Day Rate	168.00	168.00
14	ULXD - UR2/SM58				0.00	0.00
1	AVID VENUE PROFILE MIXING CONSOLE		1	Day Rate	1,260.00	1,260.00
1	AVID VENUE PROFILE 48 x 48 STAGE RACK		1	Day Rate	0.00	0.00
1	AVID VENUE PROFILE FOH RACK 5 DSP		1	Day Rate	0.00	0.00
1	BNC 5 PAIR SNAKE		1	Day Rate	0.00	0.00
6	COUNTRYMAN E6 HEADSET MIC (SHURE)		1	Day Rate	45.00	270.00
1	Kara Small Power Distro		1	Day Rate	105.00	105.00
1	Mic Box 3		1	Day Rate	262.50	262.50
1	4 GAUGE FEEDER CASE		1	Day Rate	100.00	100.00
1	Feeder TurnARound- F>F		1	Day Rate	1.00	1.00
1	Feeder TurnARounds- M>M		1	Day Rate	1.00	1.00
1	Mic Stand Package 3		1	Day Rate	155.00	155.00
Main Stage Audio Total Before Discount:						\$5,903.00

QTY	Description	Note	Time	Rate	Price	Price Ext.
					40% Discount:	\$2,361.20
					Main Stage Audio Total:	\$3,541.80
Main Stage Lighting						
6	Chauvet Maverick Storm 1 Wash		1	Day Rate	157.50	945.00
4	Chauvet Maverick MK1 Spot		1	Day Rate	210.00	840.00
4	TRUSS 10' 12"X12" BOX	2-14' in front for front light, 2 10' in back for lights	1	Day Rate	105.00	420.00
2	TRUSS 4' 12" X 12" BOX		1	Day Rate	42.00	84.00
4	Base Plate Large - Wood		1	Day Rate	52.50	210.00
1	Ultratec Radiance Hazer		1	Day Rate	78.75	78.75
10	V Tower Ballast Block		1	Day Rate	0.00	0.00
1	GrandMA2 On PC Command Wing		1	Day Rate	367.50	367.50
1	LIGHTING CABLE PACKAGE		1	Day Rate	0.00	0.00
2	Antari Snow Machine (DMX)		1	Day Rate	131.25	262.50
4	Antari Snow Fluid 4L		1	Rate	40.00	160.00
Main Stage Lighting Total Before Discount:						\$3,367.75
					40% Discount:	\$1,179.10
					Main Stage Lighting Total:	\$2,188.65
Enchanted Cafe						
2	Antari Snow Machine (DMX)		1	Day Rate	131.25	262.50
10	Antari Snow Fluid 4L		1	Rate	40.00	400.00
10	String Light 48' 15 light		1	Day Rate	0.00	0.00
Enchanted Cafe Total Before Discount:						\$662.50
					40% Discount:	\$265.00
					Enchanted Cafe Total:	\$397.50
Movie Corner- 3rd Street						
2	EAW RL 15 Powered Speaker		1	Day Rate	105.00	210.00
2	SPEAKER STANDS		1	Day Rate	2.62	5.24
2	EAW RL18		1	Day Rate	105.00	210.00
50	Absen X5 - 500mmx562mm	50 Panels, 5 high by 10 wide. 9'x16' screen size . Pixels 960x540 1.78:1	1	Day Rate	105.00	5,250.00
50	Absen TruCon 3' Jump		1	Day Rate	0.00	0.00
50	Absen Ethercon 3' Jump		1	Day Rate	0.00	0.00
1	Absen Video Pro-HD		1	Day Rate	525.00	525.00
1	Video Wall Ground Support Package		1	Day Rate	840.00	840.00
2	StageRight ME-1000 4 x 8 Deck	4' x 16' x 4'	1	Day Rate	78.75	157.50
1	4X8 STAGE SKIRTING NON PLEATED CASE		1	Day Rate	0.00	0.00
2	Apple Macbook Pro 13" Show Laptop	1-Main, 1-Redundant	1	Day Rate	157.50	315.00
1	Video Power Distro		1	Day Rate	157.50	157.50
1	4 GAUGE FEEDER CASE		1	Day Rate	100.00	100.00
1	Cable and Adapter Package		1	Day Rate	100.00	100.00
1	Production Tent	With Side Walls	1	Day Rate	100.00	100.00
1	MACKIE 1202 Audio Mixer	4 MIC INPUTS, 4 LINE INPUTS, LAPTOP AUDIO	1	Day Rate	52.50	52.50
Movie Corner- 3rd Street Total Before Discount:						\$8,022.74
					40% Discount:	\$3,209.10
					Movie Corner- 3rd Street Total:	\$4,813.64
Festival Entrance						
6	Chauvet ColoRADO 3 Solo		1	Day Rate	78.75	472.50
4	10' Schedule 40 Pipe		1	Day Rate	26.25	105.00
4	Base Boom - Threaded Schedule 40 Bases		1	Day Rate	26.25	105.00
12	Chauvet WELL Fit		1	Day Rate	52.50	630.00
Festival Entrance Total Before Discount:						\$1,312.50
					40% Discount:	\$525.00

Quote (Quote Number: 22-0907)

QTY	Description	Note	Time	Rate	Price	Price Ext.
Festival Entrance Total:						\$787.50
Power						
2	36k Generator	1 Unit Main stage, 1 Unit 3rd Street LED Wall	1	Day Rate	1,000.00	2,000.00
2	20k Generators	1 Unit- 2nd Street 1 Unit- Second Stage	1	Day Rate	806.45	1,612.90
1	Diesel Fuel		1	Day Rate	500.00	500.00
3	Charging Station		1	Day Rate	0.00	0.00
Power:						\$4,112.90
Labor						
1	Project Manager		4	Day Rate	750.00	3,000.00
1	FOH Technician	Main Stage	3	Day Rate	750.00	2,250.00
1	Stage Manager	Main Stage	3	Day Rate	750.00	2,250.00
1	Lighting Technician	Main Stage	3	Day Rate	750.00	2,250.00
1	Video Wall Technician	3rd Street to build and control wall as well as play movies Friday, Saturday, Sunday Only.	3	Day Rate	750.00	2,250.00
1	Event Technician	Floater to relieve positions, fill snow tanks, address any challenges. Friday, Saturday, Sunday	3	Day Rate	750.00	2,250.00
8	Stage Hand 12/8/2022 8:00 PM - 12/9/2022 12:00 AM	Load in Main stage everything	4	Hourly Rate	75.00	2,400.00
6	Stage Hand 12/9/2022 8:00 AM - 1:00 PM	Thursday stage build	4	Hourly Rate	75.00	1,800.00
6	Stage Hand 12/9/2022 8:00 AM - 1:00 PM	Friday: Load in LED Wall, Load in Enchanted Cafe, Festival Entrance	5	Hourly Rate	75.00	2,250.00
10	Stage Hand 12/11/2022 8:00 PM - 12/12/2022 12:00 AM	Sunday: Load out Everything	4	Hourly Rate	75.00	3,000.00
23	Travel			Each	50.00	1,150.00
Labor:						\$24,850.00
Ambient Sound						
6	QSC K8	3 for ambient, 2 in kids zone, 1 spare	1	Day Rate	72.00	432.00
1	AUDIO CABLE PACKAGE		1	Day Rate	50.00	50.00
Ambient Sound Total Before Discount:						\$482.00
40% Discount:						\$192.80
Ambient Sound Total:						\$289.20
Cutout Lighting						
24	Chauvet WELL Fit		1	Day Rate	52.50	1,260.00
8	String Light 48' 15 light		1	Day Rate	50.00	400.00
Cutout Lighting Total Before Discount:						\$1,660.00
40% Discount:						\$664.00
Cutout Lighting Total:						\$996.00

Quote (Quote Number: 22-0907)

Legal:

All payments made with a credit card will be assessed a 3% convenience fee based on the total payment per transaction.

Notes:

Please note these items are not included in this quote:

- *Permit fees.
- *Fire Marshall fees if they need to be present. Ex. using haze, maximum occupancy drawings. *House rigging fees.
- *House power Fees.
- *House production labor. Ex. load in/out supervisor and rigging labor.
- *Internet fees.
- *House freight charges.
- *Overtime fees for labor and crew
- *Overnight Security

Subtotal:	\$42,819.44
Sales Tax:	\$0.00
Discount:	(\$8,957.70)
Delivery and Pickup:	\$500.00
Total:	\$43,319.44
Total Applied Payments:	\$0.00
Balance Due:	\$43,319.44

X

Signature



Exhibit "B"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2022

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 Insurance Solutions, LLC 11555 Central Pkwy, Suite 703 Jacksonville FL 32224		CONTACT NAME: Paula McPhaul PHONE (A/C, No, Ext): (904) 647-7355 E-MAIL ADDRESS: Paula@InsuranceSolutionsUSA.net FAX (A/C, No): (904) 329-2583															
INSURED AVL Productions, Inc. 3500 Beachwood Court Unit 104 Jacksonville FL 32224		INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: OHIO SECURITY INSURANCE COMPANY</td> <td>24082</td> </tr> <tr> <td>INSURER B: OHIO CASUALTY INSURANCE CO.</td> <td>24074</td> </tr> <tr> <td>INSURER C: TECHNOLOGY INSURANCE COMPANY</td> <td>42376</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A: OHIO SECURITY INSURANCE COMPANY	24082	INSURER B: OHIO CASUALTY INSURANCE CO.	24074	INSURER C: TECHNOLOGY INSURANCE COMPANY	42376	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BKS (23) 62484090	02/20/2022	02/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAS (23) 62484090	02/20/2022	02/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP LIMIT \$ 10,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ESO (23) 62484090	02/20/2022	02/20/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	TWC4171618	11/19/2022	11/19/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equipment		BMO (23) 61406390	07/05/2022	07/05/2023	Limit \$230,000 Deductible \$2,500

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


Certificate holder is additional insured as respects general liability when required by written contract. Excess liability policy is follow form for the general liability policy only.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Board of County Commissioners 96135 Nassau Place Suite 1 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
------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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



Menu ☰

My Company Account

My Company Profile

Company Information

Company Name

AVL Productions

Doing Business As (DBA) Name

Company ID

1759547

Enrollment Date

Nov 16, 2021

Employer Identification Number (EIN)

262243500

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

711

Sector

Arts, Entertainment, and Recreation

Subsector

Performing Arts, Spectator Sports, and Related Industries

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

3500 Beachwood Court
Suite 104
Jacksonville, FL 32224

Mailing Address

Same as Physical Address

Edit Company Addresses

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 Company is Configured to:

Manage and Verify Employees for Clients

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2022

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PRODUCER Insurance Solutions, LLC 11555 Central Pkwy, Suite 703 Jacksonville FL 32224		CONTACT NAME: Paula McPhaul PHONE (A/C, No, Ext): (904) 647-7355 E-MAIL ADDRESS: Paula@InsuranceSolutionsUSA.net FAX (A/C, No): (904) 329-2583															
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ESO (23) 62484090	02/20/2022	02/20/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	TWC4031411	11/19/2021	11/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equipment		BMO (23) 61406390	07/05/2022	07/05/2023	Limit \$230,000 Deductible \$2,500

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

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CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nassau County Board of County Commissioners
 96135 Nassau Place
 Suite 1
 Yulee FL 32097

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Exemptions / Sole Source / Single Source Certification Form

Date: November 3, 2022 Project: Dickens on Centre
 Vendor Name: AVL Productions, Inc. FY Cost: \$43,319.44
 Address: 3500 Beachwood Ct. Suite 104 Jacksonville, FL 32224 Total Cost: \$43,319.44
 Phone: 904-551-1315 Account: 37523552 548520 DOC
 Contact Name: Stephen Unkelbach
 Description of Goods and/or Services: Production Stage Services for Dickens on Centre Dec. 8th to Dec. 12th 2022

Source of Funds: ☒ County ☐ State ☐ Federal ☐ Other _____

Check one (1) of the following choices:

- ☒ Exempt purchase:
- | | |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012 |
| <input type="checkbox"/> | Professional Services: Nassau County Purchasing Policy (Chapter 1, Article VII, Section 1-141) - Purchasing policy Section (e) Purchases exempt from competitive or alternative methods. |
| <input type="checkbox"/> | Communications (5.2 - Nassau County Purchasing Policy Exemption) |
| <input type="checkbox"/> | Publications (5.3 - Nassau County Purchasing Policy Exemption) |
| <input type="checkbox"/> | Lodging and Transportation (5.5 - Nassau County Purchasing Policy Exemption) |
| <input checked="" type="checkbox"/> | Other Professional Services (5.8 - Nassau County Purchasing Policy Exemption) |
- ☐ Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase. (Attach letter from the vendor)
- ☐ Sole Source: The goods or services can be legally purchased from only one source. (Attach letter from the vendor). Were alternatives evaluated? Yes ☐ (If yes, explain why alternatives are unacceptable) No ☐ (If no, explain why no alternatives were evaluated)

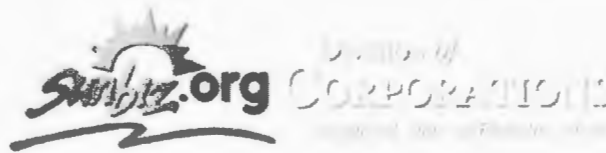
If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

GL **Department Head/Managing Agent** - I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy. Marshall E. Eyrman 11/4/2022

Procurement Director - I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy. Janice K. Moore 11/7/2022

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy. Chris Lacambra 11/7/2022

County Manager - I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval. [Signature] 11/8/2022



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

Detail by Entity Name

Florida Profit Corporation
AVL PRODUCTIONS INC.

Filing Information

Document Number P07000038506
FEI/EIN Number 26-2243500
Date Filed 03/27/2007
State FL
Status ACTIVE

Principal Address

3500 Beachwood ct unit 104
jacksonville, FL 32224

Changed: 01/28/2015

Mailing Address

3500 Beachwood ct unit 104
jacksonville, FL 32224

Changed: 01/28/2015

Registered Agent Name & Address

UNKELBACH, MICHAEL L
818 CEDAR KNOLL DR. S.,
LAKELAND, FL., FL 33809

Name Changed: 02/12/2013

Address Changed: 02/12/2013

Officer/Director Detail

Name & Address

Title P

Unkelbach, Stephen T
3500 Beachwood ct unit 104
jacksonville, FL 32224

Title VP

UNKELBACH, HOBY
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JACKSONVILLE, FL 32277

Title Office Manager

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jacksonville, FL 32224

Annual Reports

Report Year	Filed Date
2020	06/08/2020
2021	02/04/2021
2022	02/03/2022

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Gil Langley

glangle@ameliaisland.com

Amelia Island CVB

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Marshall Eyerman

MEyerman@nassaucountyfl.com

Assistant County Manager

Nassau County BOCC

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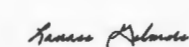
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Lanaee Gilmore

lgilmore@nassaucountyfl.com

Procurement Director

Nassau County BOCC

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<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 11/8/2022 8:23:28 AM Viewed: 11/8/2022 9:10:10 AM Signed: 11/8/2022 9:10:29 AM</p>
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26</p>	<p>Sent: 11/8/2022 9:10:37 AM Viewed: 11/8/2022 6:25:33 PM Signed: 11/8/2022 6:26:08 PM</p>
<p>Stephen Unkelbach stephen@avlproductions.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 73.35.109.47</p>	<p>Sent: 11/8/2022 6:26:15 PM Viewed: 11/10/2022 2:07:48 PM Signed: 11/10/2022 2:08:28 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 11/10/2022 2:07:48 PM ID: 82326c73-3ca5-4746-8c47-94824893c727</p>		
<p>Clerk Finance boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 11/10/2022 2:08:34 PM Viewed: 11/14/2022 9:32:00 AM Signed: 11/14/2022 9:32:41 AM</p>

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AICVB billing@ameliaisland.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/14/2022 9:32:47 AM
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Certified Delivered	Security Checked	11/14/2022 9:32:00 AM
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