

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

CS-22-034

CONTRACT  
TRACKING NO.

CM3267

**GENERAL INFORMATION**

Requesting Department: OMB/TDC

Contact Person: Marshall Eyerman

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

**CONTRACTOR INFORMATION**

Name: Ellen's Marketplace

Address: 85268 Amagansett Drive, Fernandina Beach, FL 32034

Contractor's Administrator Name: Ellen Jenkins

Title: Owner

Telephone: 904.583.0523

Email: ejenkins@ameliaisland.com

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

Authorized Signatory Name: Ellen Jenkins

Email: ejenkins@ameliaisland.com

**CONTRACT INFORMATION**

Contract Name: Ellen's Marketplace Contract FY23

Description: Contracted maintenance and content creation for website and distribution via social and digital email channels including, writing monthly blogs, maintaining the calendar of events on Amelialisland.com, updating and adding partner listings and promoting key owned and supported events; Dickens on Centre, Taxslayer Gator Bowl, etc.

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

Total Amount of Contract: \$ 35,000.00

APPROXIMATE IF NECESSARY

Source of Funds: ☒ County ☐ State ☐ Federal ☐ Other Account: 37523552-548240-SPEC

Authorized Signatory: Taco Pope

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: Spetember 30, 2023 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 \_\_\_\_\_

**If Processing an Amendment:**

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

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amended Amount: Continued on next page

<b>CHECKLIST</b>		
<i>Review/Complete before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 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. | <u>Marshall Egerman</u>          | 11/9/2022  |            |
|    | Department Head/Contract Manager | Date       | GL         |
| 2. | <u>James Orlando</u>             | 11/10/2022 | 11/9/2022  |
|    | Procurement                      | Date       |            |
| 3. | <u>Chris Lacambra</u>            | 11/12/2022 |            |
|    | Office of Mgmt & Budget          | Date       | AL         |
| 4. | <u>Denise C. May</u>             | 11/16/2022 | 11/16/2022 |
|    | County Attorney                  | Date       |            |

### COUNTY MANAGER – FINAL SIGNATURE APPROVAL

- |    |                          |            |
|----|--------------------------|------------|
| 5. | <u>Tara E. Pope AICP</u> | 11/16/2022 |
|    | County Manager           | Date       |



Contract Tracking No. CM 3267

**CONTRACT FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA**

**THIS CONTRACT** made and entered into on \_\_\_\_\_, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Ellen's Marketplace**, located at 85268 Amagansett Drive, Fernandina Beach, FL 32034, hereinafter referred to as "Consultant":

**WHEREAS**, County desires to obtain professional services to perform maintenance and content creation for website and distribution via social and digital email channels including, writing monthly blogs, maintaining the calendar of events on Amelialsland.com, updating and adding partner listings and promoting key owned and supported events. Said services are more fully described in the *Statement of Work including pricing*, attached hereto and incorporated herein as Exhibit "A"; and

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

**WHEREAS**, the County has completed the necessary steps for retention of content creation services under applicable County policy; and

**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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Revised 8/12/2022

**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 on September 30, 2023. The term of this Contract may be extended upon mutual written agreement between both parties. Any extension of the

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term under this Contract shall be in one (1) year increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement, 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", with a total annual compensation that shall not exceed \$35,000.

5.2 Consultant shall prepare and submit to the Assistant County Manager, for approval, an invoice for the services rendered, with a copy provided to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) and [billing@ameliaisland.com](mailto:billing@ameliaisland.com). Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Contract, and County shall promptly notify Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Consultant will have thirty (30) days to cure any failure upon written notice.

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

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

#### **ARTICLE 6 – EXPENSES**

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

#### **ARTICLE 7 - STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. At County's sole discretion, Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

#### **ARTICLE 8 - DOCUMENTS**

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

- 8.1 This Contract; and
- 8.2 The *Statement of Work* attached hereto as Exhibit "A"; and
- 8.3 *Certificate of Liability Insurance* attached hereto as Exhibit "B"; if applicable, and
- 8.4 Any work authorizations, written amendments, modifications or addenda to this Contract.

#### ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

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

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

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

#### ARTICLE 11 - INDEMNIFICATION

Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to,

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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 Company's employees. County shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. County shall report all payments made to Consultant on a calendar year basis using IRS Form 1099, if required by law. Consultant agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not and shall have no obligation to: (a)(i) withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's or Consultant's agent's behalf, (ii) make state or federal unemployment compensation contributions or payments on Consultant's or Consultant's agent's behalf, or (iii) withhold state or federal income tax from Consultant's payments; or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of

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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.

#### **ARTICLE 14 - COMPLIANCE WITH LAWS**

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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 perform, or observe any of the terms, provisions, conditions, or requirements herein

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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.

**19.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and

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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 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,

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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 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.

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**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 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.

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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 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

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a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

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

## **ARTICLE 22 – EMPLOYMENT ELIGIBILITY**

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

Consultant further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to County or other authorized entity consistent with the terms of Consultant's enrollment in the program. This includes maintaining a copy of proof of Consultant's and subcontractors' enrollment in the E-Verify program. If Consultant enters into a contract with a subcontractor, the subcontractor must provide Consultant with an affidavit stating that the subcontractor

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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**

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

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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: [meberman@nassaucountyfl.com](mailto:meberman@nassaucountyfl.com)

##### **CONSULTANT:**

Ellen Jenkins  
Ellen's Marketplace  
85268 Amagansett Drive, Fernandina Beach, FL 32034  
Phone: 904.583.0523  
Email: [ejenkins@ameliaisland.com](mailto:ejenkins@ameliaisland.com)

27.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be

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

#### **ARTICLE 29 – ASSIGNMENT & SUBCONTRACTING**

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In order to assign its Contract with the County, or to subcontract any of the work requirements to be performed, the Vendor must ensure, and provide assurances to the 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 Vendor must provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendors 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 the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, will defend the County against such claims.

The Vendor agrees to make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with F.S. 287.0585, unless otherwise stated in the contract between the Vendor and subcontractor. The Vendor's failure to pay its subcontractor(s) within seven (7) working days will result in a penalty charged against the Vendor 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.

TP  
Initials \_\_\_\_\_

EJ  
Initials \_\_\_\_\_



Contract Tracking No. CM 3267

**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*

\_\_\_\_\_  
TACO E. POPE, AICP  
Its: Designee

Date: 11/16/2022

Approved as to form and legality by the  
Nassau County Attorney

*Denise C. May* 11/16/2022  
\_\_\_\_\_  
DENISE C. MAY

**Ellen's Marketplace**

*Ellen Jenkins*  
\_\_\_\_\_  
By: Ellen Jenkins  
Owner  
Its: \_\_\_\_\_  
Date: 11/16/2022

*TP*  
Initials \_\_\_\_\_

*EJ*  
Initials \_\_\_\_\_

## EXHIBIT "A"



### Statement of Work

**Ellen's Marketplace  
85268 Amagansett Drive  
Fernandina Beach, Florida 32034**

### Summary

The purpose of this Scope of Work (SOW) involves website maintenance for AMELIAISLAND.COM and general marketing efforts across digital platforms.  
The point of contact for this SOW is Ellen Jenkins - [ejenkins@ameliaisland.com](mailto:ejenkins@ameliaisland.com) or [ellenjnk@gmail.com](mailto:ellenjnk@gmail.com)  
Cell phone - 904-583-0523

### Project Scope

#### **Contractor shall provide the Services and Deliverable(s) as follows:**

- Continuous work with vendors (i.e. Silvertech) on website optimization, program management, design, and website issues
- Continuous work with vendors i.e. Crowdriff and Sprout) on User Generated Content to enhance website and digital marketing efforts
- Continuous work with vendors (i.e. TripAdvisor) on Site Management including hosting and maintaining AICVB presence including brand posts, photos, videos, etc.
- On-going work on website to include but not limited to:
  - Write Monthly Blogs
    - Distribute through emails and push on social media
  - Calendar of Events
    - Manually add events and publish or review and publish events added in by stakeholders
  - Update Homepage Hero as needed
  - Promote Events on website, homepage with links to event URL including but not limited to:
    - Dickens on Centre



- Dickens Dining & Drinks
- Restaurant Week
- Shrimp Days of Summer
- Amelia Island Jazz Festival
- Amelia Island Chamber Music Festival
- Shrimp Festival
- TaxSlayer Gator Bowl
- Partner Listings
  - Add listings for new industry partners
  - On-going revision and editing of current pages or listings
- Monthly website maintenance to check for missing URL links, photos, etc.

## Price

The price of this project as agreed upon is \$30 per hour, at approximately four days per week (no more than 35 hours/week) unless otherwise needed and agreed to by all parties. All invoices will be based on actual hours worked per project/week.

Max annual estimate: \$35,000.00



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

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

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

JOHN A. CRAWFORD  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

TACO E. POPE, AICP  
County Manager

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

Project Name: Ellen's Marketplace

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

### DEFINITIONS:

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

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

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

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

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

(904) 630-6100

**An Affirmative Action / Equal Opportunity Employer**



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

**CONTRACT TERMINATION:**

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

EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Ellen's Marketplace (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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

A true and correct copy of Ellen's Marketplace (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Ellen's Marketplace  
Print Name: Ellen Jenkins  
Date: Oct. 18, 2021

STATE OF FLORIDA

COUNTY OF DASSAULT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10/18/21 (Date) by Ellen Jenkins (Name of Officer or Agent, Title of Officer or Agent) of Ellen's Marketplace (Name of Contractor Company Acknowledging), a \_\_\_\_\_ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Jana H. Williams  
Notary Public

Jana H. Williams  
Printed Name

My Commission Expires: 6/30/22





From: Ellen Jenkins

To: Karen Hadley

Re: Ellen's Marketplace FY23 e-verify

#### Case Detail

## You're authorized to work!

EMPLOYMENT AUTHORIZED

Case Number 2022262191016CL



#### Congratulations!

Self Check confirmed that you are eligible to work in the United States. For more information on how we were able to confirm your work eligibility, read below.

#### Work Authorization Details

Self Check compared the information you provided to U.S. government records and can confirm that, based on the information you provided, you are eligible to work in the United States.

If you are hired today by an E-Verify participating employer and you use the same documents and information provided, you will likely be instantly work authorized when your employer checks your information using E-Verify.

In the event that you are not instantly work authorized, please work with your employer to ensure that your information was entered correctly and, if necessary, follow the step outlined by E-Verify to resolve any issues.

This doesn't mean that you are guaranteed to pass through E-Verify without issue. A number of things can happen between now and when a future employer checks your information using E-Verify that may cause you to get a mismatch. Those things include name changes, citizenship status changes, expiration of work authorization, or simple data entry error when your employer is entering your information into E-Verify. It is important that you keep your records up to date with the government to ensure an accurate employment verification process.



# CERTIFICATE OF LIABILITY INSURANCE

Exhibit "B"

DATE (MM/DD/YYYY)  
10-26-2022

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

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

<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065  Fairfield OH 45018		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
<b>INSURED</b> Ellen W Jenkins Dba Ellen's Marketplace 85268 Amagansett Dr  Fernandina Beach FL 32034		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Ohio Security Insurance Company NAIC # 24082 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 0175969653 REVISION NUMBER: 2016-03

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X X	BKS65421373	11-01-2022	11-01-2023	EACH OCCURRENCE \$ 1,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000.00
						MED EXP (Any one person) \$ 15,000.00
						PERSONAL & ADV INJURY \$ 1,000,000.00
						GENERAL AGGREGATE \$ 2,000,000.00
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 2,000,000.00
	OTHER:					\$
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					\$
	<b>UMBRELLA LIAB</b>					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> OCCUR					\$
	<input type="checkbox"/> CLAIMS-MADE					\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Nassau County Board of Commissioners is Additional Insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision.

## CERTIFICATE HOLDER

Nassau County Board of Commissioners  
96135 Nassau PI Ste. 1

Yulee

FL 32097

## 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

Curtis Luken

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ACORD 25 (2016/03)

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**Coverage Is Provided In:**  
Ohio Security Insurance Company

175 Berkeley St., Boston, MA 02116

Policy Number:  
**BKS (23) 85 42 13 73**  
Policy Period:  
**From 11/01/2022 To 11/01/2023**  
12:01 am Standard Time  
at Insured Mailing Location**Common Policy Declarations****Named Insured & Mailing Address**ELLEN W JENKINS DBA ELLEN'S  
MARKETPLACE  
85268 Amagansett Dr  
Fernandina Beach, FL 32034**Agent Mailing Address & Phone No.**(844) 709-0866  
PROGRESSIVE ADVANTAGE AGENCY INC  
747 ALPHA DR  
HIGHLAND HTGS, OH 44143-2124

Named Insured Is: INDIVIDUAL

Named Insured Business Is: AUTHORS, INDEPENDENT

*In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.***SUMMARY OF COVERAGE PARTS AND CHARGES - CUSTOM PROTECTOR**

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them) and any other forms and endorsements issued to be part of this policy.

**COVERAGE PART****CHARGES**

Commercial General Liability

\$510.00

*Total Charges for all of the above coverage parts:*  
*Certified Acts of Terrorism Coverage: \$1.00***\$510.00**  
**(Included)***Note: This is not a bill***IMPORTANT MESSAGES**

This policy is auditable. Please refer to the conditions of the policy for details or contact your agent.

Notice: The Employment-Related Practices Exclusion CG 21 47 is added to this policy to clarify there is no coverage for liability arising out of employment-related practices. Please read this endorsement carefully.

Issue Date 10/25/22

Authorized Representative

**report a claim, call your Agent or 1-800-366-6446**

DS 70 21 11 16

10/25/22

65421373

POLSVCS

290

GCXFPNO

INSURED COPY

000233

PAGE 19 OF 70

**Coverage is Provided in:**  
**Ohio Security Insurance Company**

175 Berkeley St., Boston, MA 02116

**Policy Number:**  
**BKS (23) 65 42 13 73**  
**Policy Period:**  
**From 11/01/2022 To 11/01/2023**  
**12:01 am Standard Time**  
**at Insured Mailing Location****Common Policy Declarations****Named Insured****ELLEN W JENKINS DBA ELLEN'S  
MARKETPLACE  
85268 Amagansett Dr  
Fernandina Beach, FL 32034****Agent****(844) 709-0866  
PROGRESSIVE ADVANTAGE AGENCY INC  
747 ALPHA DR  
HIGHLAND HGTS, OH 44143-2124****SUMMARY OF LOCATIONS**

This policy provides coverage for the following under one or more coverage parts. Please refer to the individual Coverage Declarations Schedules, or, the individual Coverage Forms for locations or territory definition for that specific Coverage Part.

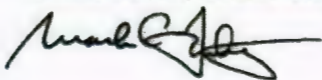
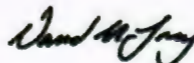
0001 85268 Amagansett Dr, Fernandina Beach, FL 32034-8713

**POLICY FORMS AND ENDORSEMENTS**

section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

<b>FORM NUMBER</b>	<b>TITLE</b>
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 02 20 03 12	Florida Changes - Cancellation And Nonrenewal
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 85 00 04 12	Florida Changes - Non-Cumulation Of Liability Limits Same Occurrence

witness whereof, we have caused this policy to be signed by our authorized officers.

**Mark Touhey**  
Secretary**David Long**  
President**report a claim, call your Agent or 1-844-325-2467**  
**70 21 11 16**



**Coverage Is Provided In:**  
Ohio Security Insurance Company

175 Berkeley St., Boston, MA 02116

Policy Number:  
**BKS (23) 65 42 13 73**

Policy Period:  
**From 11/01/2022 To 11/01/2023**  
**12:01 am Standard Time**  
**at Insured Mailing Location**

### Common Policy Declarations

Named Insured	Agent
ELLEN W JENKINS DBA ELLEN'S MARKETPLACE 85268 Amagansett Dr Fernandina Beach, FL 32034	(844) 709-0866 PROGRESSIVE ADVANTAGE AGENCY INC 747 ALPHA DR HIGHLAND HGTS, OH 44143-2124

### POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 85 15 08 20	Exclusion - Professional Services
CG 88 10 04 13	Commercial General Liability Extension
CG 88 60 12 08	Each Location General Aggregate Limit
CG 88 61 12 08	Property Damage - Customers' Goods
CG 88 66 12 08	Property Damage - Borrowed Equipment
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 88 39 05 20	Florida Agent Countersignature Endorsement

**report a claim, call your Agent or 1-844-325-2467**

DS 70 21 11 16

**Coverage is Provided in:**  
Ohio Security Insurance Company

175 Berkeley St., Boston, MA 02116

**Commercial General Liability  
Declarations:**

Basis: Occurrence

Policy Number:  
**BKS (23) 65 42 13 73**

Policy Period:  
**From 11/01/2022 To 11/01/2023**  
12:01 am Standard Time  
at Insured Mailing Location

**Named Insured**

ELLEN W JENKINS DBA ELLEN'S  
MARKETPLACE

**Agent**

(844) 709-0866  
PROGRESSIVE ADVANTAGE AGENCY INC

**SUMMARY OF LIMITS AND CHARGES**

Commercial General Liability Limits of Insurance	DESCRIPTION	LIMIT
	Each Occurrence Limit	1,000,000
	Damage To Premises Rented To You Limit (Any One Premises)	300,000
	Medical Expense Limit (Any One Person)	15,000
	Personal and Advertising Injury Limit	1,000,000
	General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
	Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges	DESCRIPTION	PREMIUM
	General Liability Schedule Totals	316.00
	Policy Writing Minimum Premium Adjustment	183.00
	Certified Acts of Terrorism Coverage	1.00
	FL Insurance Guaranty Association Assessment - A (FIGA)	3.50
	FL Insurance Guaranty Association Assessment - B (FIGA)	6.50

**Total Advance Charges: \$510.00**

*Note: This is not a bill*

**report a claim, call your Agent or 1-844-325-2467**



**Coverage Is Provided In:**  
Ohio Security Insurance Company

175 Berkeley St., Boston, MA 02116

**Commercial General Liability  
Declarations Schedule**

Policy Number:  
**BKS (23) 65 42 13 73**

Policy Period:  
**From 11/01/2022 To 11/01/2023**  
12:01 am Standard Time  
at Insured Mailing Location

**Named Insured**

**Agent**

ELLEN W JENKINS DBA ELLEN'S  
MARKETPLACE

(844) 709-0866  
PROGRESSIVE ADVANTAGE AGENCY INC

**SUMMARY OF CLASSIFICATIONS - BY LOCATION**

**0001** 85268 Amagansett Dr, Fernandina Beach, FL 32034-8713

**Insured:** ELLEN W JENKINS DBA ELLEN'S

**CLASSIFICATION - 47367**

Sales Or Service Organizations

Products-Completed Operations Are Subject To The General  
Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON - Individual Payroll	RATED / PER 1000	PREMIUM
Premise/Operations	20,800 Dollars Of Payroll	2.371	\$49.00
Minimum Premium Adjustment			\$217.00
<b>Total:</b>			<b>Included</b>

**CLASSIFICATION - 47367**

Sales Or Service Organizations

Products-Completed Operations Are Subject To The General  
Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	2.371	
<b>Total:</b>			

**report a claim, call your Agent or 1-844-325-2467**

DS 70 23 10 16

10/25/22

65421373

POLSVCS 290

GCXFPNO

INSURED COPY 000233

PAGE 24 OF 70

**Coverage is Provided In:**  
Ohio Security Insurance Company

175 Berkeley St., Boston, MA 02116

**Commercial General Liability  
Declarations Schedule**

Policy Number:  
**BKS (23) 05 42 13 73**

Policy Period:  
**From 11/01/2022 To 11/01/2023**  
12:01 am Standard Time  
at Insured Mailing Location

**Named Insured**

**Agent**

ELLEN W JENKINS DBA ELLEN'S  
MARKETPLACE

(844) 709-0866  
PROGRESSIVE ADVANTAGE AGENCY INC

**SUMMARY OF OTHER COVERAGE**

COVERAGE DESCRIPTION		PREMIUM
Office/Lessor Custom Protector Coverages	See Policy Forms and Endorsements List	\$50.00
Commercial General Liability Schedule Total		\$316.00

**report a claim, call your Agent or 1-844-325-2467**



VENDOR NAME & ADDRESS		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		PAGE 1 OF 1																																																																		
Vendor	Ellen's Marketplace	96135 Nassau Place Suite 1		DEPARTMENT																																																																		
Address	85268 Amagansett Drive, Fernandina Beach, FL 32034	Yulee, FL 32097		AITDC																																																																		
Ellen Jenkins		REQUISITION 2023		REQUESTED BY: Gil Langley																																																																		
Phone	904.583.0523																																																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>VENDOR NUMBER</th> <th>PURCHASE ORDER NUMBER</th> <th>PURCHASE ORDER DATE</th> <th>PURCHASE ORDER TOTAL</th> <th>ORDER BY TERMS</th> </tr> </thead> <tbody> <tr> <td>DATE</td> <td>DESCRIPTION</td> <td>QUANTITY</td> <td>UNIT PRICE</td> <td>AMOUNT</td> <td>FUND ACCOUNT NUMBER</td> </tr> <tr> <td></td> <td>Ellen's Marketplace for Marketing</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>OCT. 1st 2022</td> <td>Annual Amount for Ellen's Marketplace</td> <td>1</td> <td></td> <td>\$ 35,000.00</td> <td>337523552-548240-SPEC</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Contracted maintenance and content creation for website and distribution via social and digital email channels including, writing monthly blogs, maintaining the calendar of events on Ameliasland.com, updating and adding partner listings and promoting key owned and supported events</td> <td></td> <td></td> <td></td> <td>11/9/2022</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						VENDOR NUMBER	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	PURCHASE ORDER TOTAL	ORDER BY TERMS	DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	FUND ACCOUNT NUMBER		Ellen's Marketplace for Marketing					OCT. 1st 2022	Annual Amount for Ellen's Marketplace	1		\$ 35,000.00	337523552-548240-SPEC								Contracted maintenance and content creation for website and distribution via social and digital email channels including, writing monthly blogs, maintaining the calendar of events on Ameliasland.com, updating and adding partner listings and promoting key owned and supported events				11/9/2022																														
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<p><b>Purchasing Process</b></p> <p><b>4.2 Sole Source/Single Source (see attached form)</b></p> <p>W-9 - Should be on file already E-Verify - Attached COI - Attached</p> <p style="text-align: right;">11/16/2022</p>																																																																						

ORIGINAL - FINANCE COPY  
COPY - DEPARTMENT COPY

Subtotal:  
Total: \$35,000.00

**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*

11/9/2022

GL

11/9/2022

**Office of Management and Budget**

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

*Doris Lacambra*

11/12/2022

**Procurement Director**

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

*Thomas K. Williams*

11/10/2022

**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.

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

Date: November 2, 2022 Contact Name: Ellen Jenkins  
 Vendor Name: Ellen's Marketplace Project: SPEC - Marketing  
 Address: 85268 Amagansett Drive, Fernandina Beach, FL 32034 FY Cost: \$35,000.00  
 Phone: 904.583.0523 Total Cost: \$35,000.00  
 Account: 37523552-548240 SPEC

Description of Goods and/or Services: Contracted maintenance and content creation for website and distribution via social and digital email channels including, writing monthly blogs, maintaining the calendar of events on AmeliaIsland.com, updating and adding partner listings and promoting key owned and supported events (Dickens on Centre, Taxslayer Gator Bowl, etc.

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

Check one (1) of the following choices:

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

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination: Ellen's Marketplace is uniquely qualified to support the Amelia Island website in content creation and technical updates given her knowledge of the brand voice, expertise in the Kentico CMS system and understanding of the businesses on Amelia Island.

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 Eyrman 11/9/2022

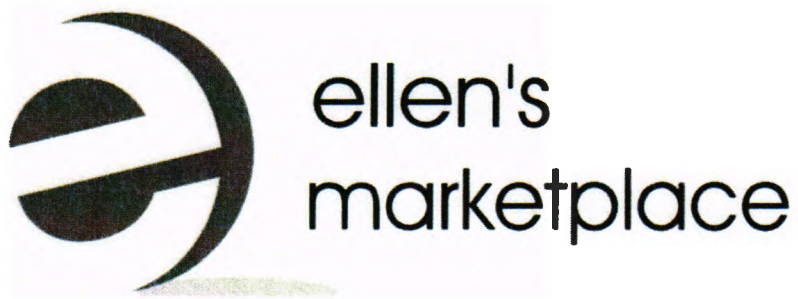
Procurement Director - I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy. Janice Melton 11/10/2022

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 11/12/2022

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. Tao E. Poppy AICP 11/16/2022



Single Source Letter



Ellen's Marketplace is uniquely qualified to support the Amelia Island website in content creation and technical updates given my knowledge of the brand voice, expertise with the Kentico CMS system and understanding of the businesses on Amelia Island.

# Certificate Of Completion

Envelope Id: 212E366FB1B749249AD2B8BF8D521BE2 Status: Completed  
 Subject: Complete with DocuSign: Ellen's Marketplace Contract Approval.pdf, Ellen's Market Place CM3267....  
 Source Envelope:  
 Document Pages: 37 Signatures: 15 Envelope Originator:  
 Certificate Pages: 6 Initials: 45 Tracy Poore  
 AutoNav: Enabled tpoores@nassaucountyfl.com  
 Envelope Stamping: Enabled IP Address: 50.238.237.26  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

# Record Tracking

Status: Original Holder: Tracy Poore Location: DocuSign  
 11/9/2022 8:29:26 AM tpoores@nassaucountyfl.com

## Signer Events

## Signature

## Timestamp

Tracy Poore  
 tpoores@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: 11/9/2022 8:43:08 AM  
 Viewed: 11/9/2022 8:43:20 AM  
 Signed: 11/9/2022 8:43:39 AM

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

Gil Langley  
 glangley@ameliaisland.com  
 Amelia Island CVB  
 Security Level: Email, Account Authentication (None)  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.240.115.201  
 Sent: 11/9/2022 8:43:43 AM  
 Viewed: 11/9/2022 1:49:07 PM  
 Signed: 11/9/2022 1:49:21 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: 11/9/2022 1:49:27 PM  
 Viewed: 11/9/2022 3:56:58 PM  
 Signed: 11/9/2022 3:59:09 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: 11/9/2022 3:59:16 PM  
 Viewed: 11/10/2022 1:27:34 PM  
 Signed: 11/10/2022 1:27:46 PM

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



Signer Events	Signature	Timestamp
<p>chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>chris lacambra</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 11/10/2022 1:27:53 PM Viewed: 11/12/2022 1:05:47 PM Signed: 11/12/2022 1:05:57 PM</p>
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>AJ</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 11/12/2022 1:06:02 PM Resent: 11/15/2022 11:08:48 AM Viewed: 11/16/2022 8:44:55 AM Signed: 11/16/2022 8:45:00 AM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 11/16/2022 8:45:07 AM Viewed: 11/16/2022 8:45:49 AM Signed: 11/16/2022 8:46:00 AM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 11/16/2022 8:46:05 AM Viewed: 11/16/2022 11:39:34 AM Signed: 11/16/2022 11:40:02 AM</p>
<p>Ellen Jenkins ejenkins@ameliaisland.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Ellen Jenkins</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 23.119.38.255</p>	<p>Sent: 11/16/2022 11:40:11 AM Viewed: 11/16/2022 1:00:55 PM Signed: 11/16/2022 1:11:40 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/16/2022 1:00:55 PM ID: ffb841c6-0175-4614-8391-5c2640dd1f6b</p>		
<p>Clerk Finance boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	<p><i>CF</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 11/16/2022 1:11:46 PM Viewed: 11/16/2022 2:47:11 PM Signed: 11/16/2022 2:47:41 PM</p>

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 11/16/2022 2:47:48 PM Viewed: 11/16/2022 3:51:44 PM
AICVB billing@ameliaisland.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 11/16/2022 2:47:52 PM
Nate Aron naron@ameliaisland.com Amelia Island CVB Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 11/16/2022 2:47:55 PM
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	11/9/2022 8:43:08 AM
Certified Delivered	Security Checked	11/16/2022 2:47:11 PM
Signing Complete	Security Checked	11/16/2022 2:47:41 PM
Completed	Security Checked	11/16/2022 2:47:55 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

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

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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.

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

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

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

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

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

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

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