

CS-22-222

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM 3395

GENERAL INFORMATION

Requesting Department: OMB

Contact Person: Marshall Everman

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

CONTRACTOR INFORMATION

Name Zartico, Inc.

Address: 26 S. Rio Grande Street, Suite 2072, Salt Lake City, Utah, 84101

Contractor's Administrator Name: Amanda Moffett Title: Owner

Telephone: 912-288-3800 Email: amanda.moffett@zartico.com

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

Authorized Signatory Name: Amanda Moffett

Authorized Signatory Email: amanda.moffett@zartico.com

CONTRACT INFORMATION

Contract Name Zartico Inc. Contract 2023

Description: Marketing intelligence platform

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

Total Amount of Contract: \$45,000.00
APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other Account: 37523552 534250

Authorized Signatory: Taco Pope

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: On Execution for one (1) year. Termination/Cancellation: _____

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

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____

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

Continued on next page

CHECKLIST

Review/Complete before sending contract for final signature

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 5/24/2023
 Department Head/Contract Manager Date **GL** 5/24/2023
Sanan Almor 5/25/2023
2. _____ Date _____
3. Chris Lacambra 5/24/2023
 Procurement Date **JP** 5/24/2023
 Office of Mgmt & Budget Date
4. Denise C. May 6/2/2023
 County Attorney Date **DJ** 6/2/2023

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5.  6/2/2023
 County Manager Date

CONTRACT FOR MARKETING INTELLIGENCE PLATFORM SERVICES

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **Zartico, Inc.**, located at 26 S. Rio Grande Street, Suite 2072, Salt Lake City, Utah, 84101, hereinafter referred to as the “Vendor”.

WHEREAS, the County received a quote from the Vendor for marketing intelligence platform services on ^{MM} May 11, 2023; and

WHEREAS, the County has determined that the services required are either exempt, single or sole source purchases as evidenced by the completed Nassau County Non-Competitive Justification Form, a copy of which is included with the Vendor’s Proposal, all of which is attached hereto as Exhibit “A” and made part hereof; and

WHEREAS, the County has completed all necessary steps under the applicable Nassau County Purchasing Policy in regard to the exempt, single or sole source acquisition of the Vendor’s services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Contract Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A VENDOR’S PROPOSAL

Exhibit B INSURANCE DOCUMENTS

SECTION 3. Description of Services and/or Materials to be Provided.

3.1 The Vendor shall provide the services and/or materials further described in the Vendor's *Proposal*, a copy of which is attached hereto and incorporated herein as Exhibit "A". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for services and/or materials issued by the County. The Vendor shall provide the services and materials as contained in the Exhibit "A" in a timely and professional manner in accordance with specifications referenced herein.

SECTION 4. Payment and Invoicing.

4.1 County shall pay Vendor an amount not to exceed \$45,000.00 for the services referenced in Exhibit "A". No payment shall be made for services and/or materials without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to the office of Management and Budget Director at clacambra@nassaucountyfl.com along with a copy to both the AICVB at Billing@ameliaisland.com and invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced, the Purchase Order number and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of services and/or materials by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

SECTION 5. Acceptance of Services and/or Materials.

5.1 Receipt of services and/or materials shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

SECTION 6. Firm Prices.

6.1 Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

SECTION 7. Funding.

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

SECTION 8. Expenses.

8.1 The Vendor shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses

and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

SECTION 9. Taxes, Liens, Licenses and Permits.

9.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

9.2 The Vendor shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

9.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 10. Governing Law, Venue and Compliance with Laws.

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

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

SECTION 11. Change Orders.

11.1 The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 12. Modifications.

12.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 13. Assignment and Subcontracting.

13.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

13.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, 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 shall 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 Vendor shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall 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, shall defend the County against such claims.

13.3 The Vendor shall 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 Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors 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.

SECTION 14. Severability.

14.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 15. Termination for Default.

15.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

15.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 16. Termination for Convenience.

16.1 The County reserves the right to terminate this Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 17. Force Majeure.

17.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

17.2 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 section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the 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 created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE

FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the 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 whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor 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.

SECTION 18. Access and Audits of Records.

18.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Vendor.

SECTION 19. Public Emergencies.

19.1 The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for services and materials. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 20. Term of Contract and Option to Extend or Renew.

20.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate after one (1) year. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 7 hereinabove.

20.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis 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.

SECTION 21. Probationary Period.

21.1 The first ninety (90) days of this Contract are to be considered a "probationary period." Notwithstanding Sections 15 and 16 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

SECTION 22. Independent Vendor Status.

22.1 The Vendor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

22.2 The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to perform services for others; ((b) the Vendor has the right to perform the services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 23. Indemnification.

23.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Contract.

SECTION 24. Insurance.

24.1 The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

23.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies

who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 25. Dispute Resolution Process.

25.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

25.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

25.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

25.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 26. E-Verify.

26.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work

in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

26.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

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

SECTION 27. Public Records.

27.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF**

CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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 the Vendor is providing

services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is

compatible with the information technology systems of the County.

27.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

27.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

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

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

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

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

27.6 A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

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

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.

28.1 During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Public Entity Crimes.

29.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 30. Anti-Discrimination.

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 31. Advertising.

31.1 The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the

County in any material published, either in print or electronically, to any entity that is not a party to this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 32. Notices.

32.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Chris LaCambra, Director of OMB
96135 Nassau Place
Yulee, Florida 32097

Vendor: Zartico, Inc.
Attn: Amanda Moffett
26 S. Rio Grande Street, Suite 2072
Salt Lake City, Utah, 84101

SECTION 33. Attorney's Fees.

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 34. Authority to Bind.

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

SECTION 36. Construction of Contract.

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 37. Headings.

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 38. Entire Agreement and Execution.

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 39. Change of Laws.

39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank.]

Contract No.: CM 3395

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

NASSAU COUNTY, FLORIDA



By: Taco E. Pope, AICP
Its: Designee 6/2/2023
Date: _____

Approved as to form and legality by the Nassau County Attorney

Denise C. May 6/2/2023

DENISE C. MAY

ZARTICO, INC.

By: *Amanda Moffett*
Its: owner
Date: 5/25/2023

EXHIBIT A



ZARTICO

Proposal for

AMELIA ISLAND

F L O R I D A

May 11, 2023

Private & Confidential

This Proposal is Valid for 30 days



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Understanding Your Goals

Zartico is pleased to submit this formal proposal to Amelia Island Tourist Development Council. Zartico is able to provide insights that will help you better understand your resident and visitor economies. Zartico's Website Contribution module within our Zartico Destination Operating System® (ZDOS®) will effectively measure the daily influence that your media and website have on visitation. It will also provide insights for optimizing media and individual pages on your website, demonstrating DMO's influence on where and when people visit your Destination. Additionally, Zartico's Visitor Flow modules on the ZDOS® dashboard, provide you situational awareness of who is visiting your destination, where are they going, what is their economic value and ultimately, how you can influence. These valuable insights can be easily shared with your board and your stakeholders.

Smart Destination

The Zartico Destination Operating System™, fueled by Zartico's Integrated Data Model™ will produce unique insights, baselines, benchmarks, and indices by which Amelia Island Tourist Development Council can measure their success and provide outcomes that will benefit Amelia Island Tourist Development Council's stakeholders and communities. The Zartico Destination Operating System® will efficiently and effectively guide the organization to data-led decision making, assisting in building a

Smart Destination:

- As a Smart Destination, Amelia Island Tourist Development Council will focus on strategic outcomes which guide their actions, activities, and decisions necessary for the success of their community.
- As a Smart Destination, Amelia Island Tourist Development Council will be intrinsically linked to your community. You will share responsibility for the well-being of your residents, resources, and economy.
- As a Smart Destination, Amelia Island Tourist Development Council will recognize and embrace data as a powerful solution to modern challenges.



- Using the Zartico Destination Operating System[®], will efficiently and effectively guide Amelia Island Tourist Development Council to steward powerful, data-led decision making resulting in a better visitor experience and resident quality of life.

Five Foundations of the Contemporary Destination Organization

The Five Foundations of the Contemporary Destination Organization are industry standards which have been developed to create a common measurement strategy. Our operating system answers your questions regarding Demand Generation, Visitor Distribution, Economic Opportunity, Accountability, and Stability.



Demand Generation

Encouraging visitors to come to your destination



Visitor Distribution

Distributing demand seasonally, geographically and by day of the week



Economic Opportunity

Generating better visitation, not just more visitation



Accountability

Focusing on a proactive role in community and economic development



Stability

Reinforcing the value of greater financial and community support for the DMO



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Zartico's Capabilities

The Zartico Destination Operating System® (ZDOS®) features our proprietary Integrated Data Model™ comprising the highest frequency and highest resolution geolocation data, spending data, and event data for both residents and visitors, and all event types. Combined with destination occupancy, marketing performance, and our team of strategic advisors, destinations across the country trust Zartico to deliver clear insights creating better outcomes.

Founded in 2019, Zartico, Inc. was created to solve the world's toughest challenges facing tourism to benefit communities by improving the resident quality of life and visitor experience while facilitating organizational change within the tourism industry. Our staff of 60+ employees, including three PhD Data Scientists, has been thoughtfully recruited and organized to provide our clients with the best product, service and instruction. Over 75% of the team is focused on data science, product, education, service, implementation, GIS and strategic advising. We have documented answering over 850+ customized questions for our clients.

Our client list already includes 175+ destinations and 10 states, including: Visit North Carolina, Wyoming Office of Tourism, Visit Myrtle Beach, Louisiana Office of Tourism, Utah Office of Tourism, Visit Aurora, Memphis Tourism, Visit Tampa Bay, Visit Savannah, Niagara Falls USA, Hilton Head Island CVB, Visit St. Pete Clearwater, Outer Banks Visitors Bureau, Visit Austin, Montana Tourism, Visit Sun Valley, Greater Miami Convention & Visitors Bureau, Ontario International Airport, Amelia Island CVB, and Discover Long Island.

"In big data times, in which we are today, often times, DMOs don't have the data analyst to be able to see and interpret that information.

The most valuable thing is actually going in and determining what is most valuable for our organization, and then the Zartico team really analyzing that and helping us to determine how we want to see it and how we want to present it to our stakeholders.

They've made a huge impact on our industry in a very short amount of time. I believe it's the wave of the future, what DMOs will be doing analyzing data and determining and explaining to their stakeholders the value of what they're doing on a daily basis, and Zartico provides that platform.

— Bruce Dalton, President and CEO,
Visit Aurora, Colorado



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Below are examples of DMO Questions that Zartico has analyzed and answered for our clients:

Destination	Used ZDOS® to Discover...
Visit North Carolina	Uses the <i>Website Contribution</i> module to monitor how their site and their paid media disperse people around the state, specifically into counties and zones that need more tourism, breaking down visitation trends by origin markets of website visitors versus non-website visitors.
Travel Lane County	Travel Lane County uses the <i>Website Contribution</i> module to demonstrate the influence of their newsletters and other visitor touchpoints on their site, as well as to justify marketing only to those POIs which can support additional visitation. They also use <i>Dynamic Visualizations</i> to show movement over time from those who visited the website and those who did not.
Visit Stockton	A majority of visitors go to the local University but very few of them also go to the downtown restaurants and shops. Visit Stockton now partners with the University for incentives and offers to parents and students to dine, shop and stay downtown, creating a better experience for all.
Visit Lake Charles	Visitors who attended the amateur baseball tournament went to 2.5 more places in town than non-baseball attendees. Obtained the support of the community to expand the tournament from four weeks to six weeks this year.
Visit Salt Lake	Visitors to the convention center district frequent more places downtown and travel all around the valley after the event. Visit Salt Lake and the State are marketing the district for the first time and are offering incentives to visitors who stay downtown.



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Zartico's Destination Operating System® 3.0 (ZDOS®)

We believe that Zartico is the only tourism-specific provider who can fully address your needs to answer the **why**:

- Zartico is the only company in tourism to ingest high-frequency geolocation, spending and events data to create the **Zartico Integrated Data Model™**
- Zartico was founded by destination professionals for destination leaders bringing years of domain and industry experience.
- To our knowledge, Zartico is the only company that applies machine learning to guide marketing, destination management, and content creation.



Zartico's Integrated Data Model™

The Zartico Integrated Data Model™ comprises the highest frequency and highest resolution geolocation data, spending data, and event data for both residents and visitors, and all event types. These data sets along with public data sources and specific DMO subscriptions create the **Integrated Data Model™**.

1. Data supplied by Zartico: *Geolocation, Spend, and Event*, dating from January 1, 2019.
2. National/International Public Data Sources: jobs, wages, weather, etc.
3. DMO Data Sets:
 - Subscriptions Data (Short Term Rental, CRM, STR, etc.)
 - Marketing (Google, Facebook, Instagram, YouTube, Pinterest, etc.)
 - Custom Data Sets (member lists, local research, etc.). *Must be assessed, additional cost of \$15,000-\$25,000.*



ZARTICO'S LICENSED DATA SETS

Geolocation

Largest Commercially Available
Geolocation Data Set

Daily Visibility
Of Both Visitors & Residents

1.6 Billion
Global Devices in 180+ Countries

Historical Data from **January 1, 2019**

Spend Data

90 Million
Cards

10 Billion
Transactions Annually

4 Brands
Credit & Debit Cards

Historical Data from **January 1, 2019**

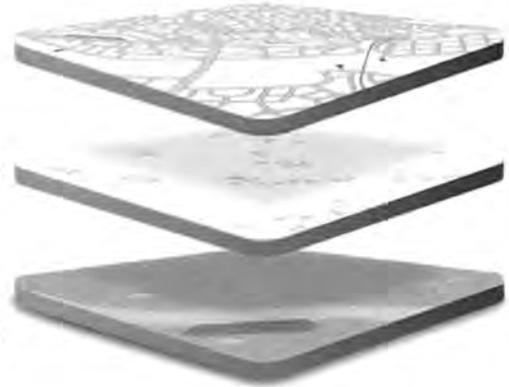
Event Data

300+
Global Event Sources

40+ Million
Events Worldwide

12 Month
Look into the Future

Historical Data from **January 1, 2019**



INTEGRATED DATA MODEL™

Only Zartico Data:

**High-Frequency,
High-Resolution
Licensed Data Set**

- Geolocation • Event • Spend

Your Data:

- Instagram
- Facebook
- Taxes
- Short-Term Rental Subscriptions
- CRM Platform
- Google Analytics
- STR Reports
- Visa Destination Insights

Public Data:

- Jobs • Weather • Exchange Rates



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Our Proprietary Process “Normalizes” Data for Greater Consistency and Confidence

All geolocation data within the ZDOS® is *normalized* to account for the normal fluctuations in geolocation data volume as well as the addition of new data sets acquired by our vendor, which improve the accuracy and level of detail within the geolocation signal. This gives greater reliability to geolocation analysis by providing better stability month-to-month and year-to-year in location reporting when compared to monthly snapshots or data extracts from any data vendor. We periodically measure statistical correlations between geolocation data and STR and our credit card data set to validate the accuracy and consistency of our normalization processes.

Zartico's ZDOS provides Normalized Data for analysis AND provides the raw data to back it up for a greater in-depth view.



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Features and Benefits of Zartico's Destination Operating System® version 3.0

Feature	Benefit
Market Index	Measure alignment between marketing, visitation, and visitor spending. Highlight opportunities for expanding market share. Identify underperforming markets to exclude from future campaigns.
Year-Over-Year Index	Measure the change in the visitor economy across multiple segments. Provide a single number to encapsulate changes YoY while providing easy access to underlying behavioral changes.
Baselines and Benchmarks	Illuminate your historical performance so you can see how you're pacing. Reveal how your destination is performing against anonymized peer performance nationally.
Dynamic Visualizations	New module dedicated to cataloging dynamic visualizations and giving your team quick access to view and share.
New Modules	Destination Management Associated with Demand Generation, Distribution and Opportunity.
Visitor Demographics	Demographics of actual destination visitors will allow you to connect the behavioral dots like never before.
Visitor Flow Modules	Using geolocation data to understand visitor movement allows us to determine and anticipate where, when, and how people move throughout the Destination. Zartico provides unlimited points of interest for the clearest view of your entire visitor economy and cross visitation. International origin markets from over 180+ countries.
Geolocation	Take full responsibility for the visitor economy. See all events throughout the Destination to help manage your stakeholders. This module will allow you to anticipate and manage visitor and resident flow. Discover deeper visibility to a number of events in your Destination through hotel readerboards, festivals, concerts, youth and professional sports, parades and 28 other event typ
Future Demand Module	To understand the impact of specific events, positive and negative, to your community.
Events	



Feature	Benefit
<p>Visitor Spend Module</p> <p>*Spend*</p>	<p>A deeper dive into the yield of the visitor economy within the Destination will allow for understanding of Origin Market spending trends, Spending related to visitation drivers, seasonal audience preferences for the destination, place context around spend at the point sale and the percentage of visitors and residents spending at merchant category code.</p>
<p>Website Contribution Module</p>	<p>Highlights the DMO's role in shaping visitation patterns. Your website is the front door to your destination. Through one website geolocation pixel, Zartico can track all incoming traffic sources, organic, paid and social. Understand which pages and content are being consumed and track the visitor to a point of interest. Some examples of what we will answer:</p> <ul style="list-style-type: none"> • What role does each of the tactics in my media mix play in generating visits to my Destination? • Where in the funnel are each of my feeder markets and where in the funnel should we use each tactic in my media mix? • What is the most influential content driving visitation and spending? • Does a change in content influence a change in visitor behavior and movement?

Reporting and Alerts

All modules can be easily set up to be emailed on a daily, weekly or monthly basis to your key stakeholders and team members.

Security, Compatibility, Privacy

Zartico uses the Google Cloud Platform for our cloud hosting and warehousing and processing requirements. As a cloud-native service, security and data redundancy is built into the core architecture of our system. Your data is encrypted while in our data warehouse and we follow the security principle of *least access* to protect data being ingested into our system, in storage and on our visualizations. We use a multi-stage project structure to provide redundancy to protect against data loss due to hardware or software failure and limit cross-project access for automated data



collection. All Zartico staff use hardware two-factor authentication to keep your data safe against hackers.

- A significant benefit of Google Cloud Platform is that it leverages Google's long history of developing and deploying security technology that complies with industry standards. Google's Cloud Platform is a password protected warehouse which complies with industry standard best practices for data protection in the cloud, including General Data Protection Regulation (GDPR) compliance and California Consumer Privacy Act (CCPA) compliance. "
- The ZDOS[®] is accessed through a password-protected portal. This keeps your data private while allowing your team to provide access to staff, Board members and contracted agencies quickly and efficiently access key strategic and operational data sets.
- Location data providers have received GDPR privacy shield certification and meet or exceed CCPA requirements.

Implementation Process

The ZDOS[®] will be released in three phases. Implementation typically lasts six-nine weeks for non-states and about nine-twelve weeks for a State.

Zartico's Implementation Phases will start supporting your goals within weeks.



Strategic Advisory Team

The Zartico Strategic Advisory Team is a valuable partner for your organization. Throughout our engagement, your team is encouraged to reach out to Zartico with questions, engage us as collaborators or ask for additional insights outside of the standard delivery cadence. The Strategic Advisory Team will facilitate the creation of insights and exploratory data analysis to help your team uncover richer, deeper insights from your data.

Training and Education Team

Zartico has an education team that provides a variety of education opportunities from self-service to hands-on keyboard and in-person training so that your team can use the ZDOS[®], interactive maps and dynamic visualizations. Zartico holds regular webinars and delivers monthly product release notes.

Time and Money Saved Benefit

Our goal is to transform data from a cost to an asset. By Zartico's and our users' estimates, DMOs can save up to 50 hours per week by leveraging ZDOS[®]. The single source of truth eliminates dashboard fatigue, saves time and money and exponentially increases the team's productivity.

- **FROM COST:** time needed to retrieve, analyze, explore data, time necessary to perform manual tasks.
- **TO ASSET:** ZDOS[®] eliminates waste, optimizes performance, improves alignment across departments and helps employees do their best work



Price Proposal

Proposed for Amelia Island Tourist Development Council

Based on the latest discussions, Zartico recommends:

3.0 Basic 2

Description of Services and Deliverables:

3.0 Basic 2 + Website Contribution



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Amelia Island TDC Package	3.0 Basic 2
Visitor + Resident Population	1M+
Base Package Amount	\$35,000
Includes: Geo, Event & Credit card expanded view	✓
Includes: Set up, Warehousing and Maintenance	✓
Website Contribution (Optional)	\$15,000
3.0 Enhancements	
Zartico Benchmarks	✓
Zartico Indices	✓
Destination Performance (census, jobs, taxes, weather)	
Director Brief / CEO Module	✓
Employment	✓
Weather	✓
Normalized Geolocation Data	
Geolocation data provided by Zartico with 24 hour refresh	✓
- High-definition visibility into origin market, visitor and resident flow and cross visitor destination places/points of interest	✓
- Length of stay segmentation	✓
Short Trip	✓
Day Trip	✓
Long Day Trip	✓
Overnight Stay	✓
- Historical Look Back: January 1, 2019 thru Present	Included in all packages
Primary Places of Impact (Drivers, Attractions)	Zartico Place- Based Strategy (with funding boundary)
Contextual Places of Impact (Hotels, Restaurants, Retail)	Zartico Place- Based Strategy (with funding boundary)
Regions	✓
Out of Boundary POIs (Outside of geographic boundary)	Includes 3
Dynamic Visualizations and Analysis (additional \$5000)	Includes 4
Visitor Value (Credit + Debit card data provided through Zartico)	
Visitor Spend: January 1, 2019 thru Present	✓
Events, Convention & Sales Performance (Event data provided through Zartico)	
Events View: January 1, 2019 thru 12 months in the Future	✓
Education & Advisor Support	
Strategic Advising Sessions	Quarterly
Destination Occupancy, Hotel and Short Term Rentals (Data provided by DMO: STR, AirDNA, Key Data, Transparent)	
Data before 2019 available at \$5000/year	Data includes January 2019 to pre
Marketing Performance (data provided by DMO: Google Analytics, Facebook, Twitter, Instagram)	
Website + Content Performance	✓
Organic Social Performance	✓

Proposed for Amelia Island Tourist Development Council

Value of Zartico Licensed Data Sets:

Zartico has licensed Geolocation, Spend and Event Data for Amelia Island TDC in the Package above to create a destination-specific Zartico Integrated Data Model™. Below is a table listing the estimated subscription costs if Amelia Island TDC had to purchase their own subscriptions to receive reports from these data sources.

3.0 Zartico Licensed Data Subscription Value

Estimates if Subscriptions were bought Separately; Visitor Resident Population Near GeoLocation w/Set Up fee, Monthly and 3 Year Historical Spend (Based on VisaVue)
 PHQ Event
Total
 POIs Range
 Unlimited POIs
Total w/POI

Basic 2
 1M+
 \$66k
 \$10k
 \$5k
\$80k
 75-600
 \$625 to \$13.5k
\$80k - \$95k Annually

Total Investment:

3.0 Basic 2: \$35,000
 Website Contribution: \$15,000
 = \$50,000
 -(10% Loyalty Discount)
= \$45,000 Annually

Length of Subscription:

12 Months

Payment Schedule:

This Proposal is Valid for 30 days



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Exhibit "B"



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

March 24, 2023

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

Account Information:

Policy Holder Details :

**Zartico, Inc.; Entrada Insights
Corporation**



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



Company ID Number:69740

Client Company ID Number:1693611

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Zartico Inc. (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note), The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.



Company ID Number:69740

Client Company ID Number:1693611

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate



Company ID Number:69740

Client Company ID Number:1693611

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer



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can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the



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prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,



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- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as



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- an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to



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- contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its



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participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Zartico Inc. (Employer) hereby designates and appoints Premalatha Yedu (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



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If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Zartico Inc.	
Name (Please Type or Print) Leslie Hooper	Title
Signature Electronically Signed	Date May 21, 2021
E-Verify Employer Agent Tracker Corp	
Name (Please Type or Print) Premalatha Yedu	Title
Signature Electronically Signed	Date May 21, 2021
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date May 21, 2021



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Zartico Inc.
Company Facility Address	26 South Rio Grande Street Suite 2072 Salt Lake City, UT 84101
Company Alternate Address	26 South Rio Grande Street Suite 2072 Salt Lake City, UT 84101
County or Parish	Salt Lake
Employer Identification Number	84-2018388
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Utah	1
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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Leslie Hooper
Phone Number	(919) 271-7929
Fax Number	
Email Address	leslie.hooper@zartico.com

TDC REQUISITION FORM 2023

VENDOR NAME & ADDRESS

Vendor Zartico Inc.
 Address 26 S. Rio Grande Street, Suite 2072, Salt Lake City
 Email amanda.moffett@zartico.com
 Phone 912-288-3800

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

DEPARTMENT
OMB / TDC

REQUESTED BY: Gil Langley
 Marshall Eyerman

VENDOR NUMBER	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	PURCHASE ORDER TOTAL	DISCOUNT TERMS	
DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	FUND ACCOUNT NUMBER
3/24/2023	Marketing intelligence platform	1		\$ 45,000.00	37523552 534250
				\$ -	
				\$ -	
	CM 3395			\$ -	
				\$ -	
				\$ -	

Purchasing Process
 Competitive Written Quotes \$5,000-\$50,000
 Written Quotes: DID NOT AWARD TO LOWEST BIDDER
 Datify \$21,964
 Symphony - \$66,000 (will not waive fee if not a 3 year contract)
 Zartico \$45,000 (Awarded)
 REASON: Datify doesn't provide the same level of intelligence and has no ability to schedule reports. Symphony is more expensive, especially for a one year as they won't waive the setup fee.

ORIGINAL - FINANCE
 COPY- DEPARTMENT

Shipping: \$ *
 Total: \$45,000.00

Department Head / Managing Agent

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.
 Marshall Eyerman 5/24/2023

GL 5/24/2023

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

I attest that, to the best of my knowledge, funds are available for payment. 5/24/2023
 Chris Lacambra

7P 5/24/2023

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

I attest that, to the best of my knowledge, this requisition is accurate and consistent with the Nassau County Purchasing Policy.
 Thomas A. Adams 5/25/2023

County Manager (signature required if over Department Head/Managing Agent signature authority or \$50,000, whichever is less.)

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.
 6/2/2023

Clerk: _____
 Date: _____

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

Date:	<u>March 24, 2023</u>	Project:	<u>Marketing</u>
Vendor Name:	<u>Zartico Inc.</u>	FY Cost:	<u>45,000.00</u>
Address:	<u>26 S Rio Grande Street, Suite 2072, Salt Lake City, Utah, 84101</u>	Total Cost:	<u>45,000.00</u>
Phone:	<u>912-288-3800</u>	Account:	<u>45,000.00</u>
Contact Name:	<u>Amanda Moffett</u>		

Description of Goods and/or Services:
Marketing intelligence platform

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
 - Communications including Internet Service and Newspaper Ads (5.2 – Nassau County Purchasing Policy)
 - Publications (5.3 – Nassau County Purchasing Policy Exemption)
 - Real Property- purchase, lease, or rental (5.4 – Nassau County Purchasing Policy)
 - Lodging and Transportation (5.5 – Nassau County Purchasing Policy)
 - Other Professional Services not defined by F.S. 287.055 (5.8 – Nassau County Purchasing Policy)
- 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 manufacturer of product). Were alternatives evaluated? Yes (If yes, explain why alternatives are unacceptable) No (If no, explain why 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.

3 quotes but not selecting lowest bidder because: Datafy doesn't provide the same level of intelligence and has no ability to schedule reports. Symphony is more expensive, especially for a one year as they won't waive the setup fee.

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.

GL
5/24/2023 Marshall Eyerman 5/24/2023

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

5/24/2023 Lanau 5/25/2023

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

JP
5/24/2023 Chris Lacambra 5/24/2023

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

5/24/2023 [Signature] 6/2/2023

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Zartico, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions
26 South Rio Grande Drive, Suite 2072

6 City, state, and ZIP code
Salt Lake City, UT 84101

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	4		-	2	0	1	8	3	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Sarah Lehman* Date ▶ **4-21-21**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest) 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

QUOTE 1 page 2

DATAFY**DATAFY ORDER FORM**5974 S Fashion Point Dr. STE 200
South Ogden, UT 84403
801-252-6588
1/31/2023**Customer:**Amelia Island Convention & Visitors Bureau
1750 South 14th Street
Suite 200
Fernandina Beach, FL 32034**Contact:**Amy Boek
aboek@ameliaisland.com
904-277-4369**Billing Information (if different from contact):**

Service: Datafy Premium Insights Report, which includes: Monthly analysis of geolocation data provided from mobile devices observed within Clusters & Points of Interest (POI) along with strategic planning services and customizations described in attached Exhibit A, hereto the "Services".

Payment Terms: Payment is due net 30 days from signed contract date. A 1.5% late fee will be applied to all past due payments.

Initial Data Period: October 1, 2023**Service Term:** October 1, 2023 – September 30, 2024**Service Fees:**

Service Item	Qty	Amount	Customization	Total
Silver Visitor Insights Dashboard including 5 Clusters. Customized dashboard with charts, graphs, maps or tables with new data monthly and all historical data purchased.	12 months	\$1,297/month	Included	\$15,564
Historical Data since Feb 2018		One-Time Cost		\$1,000
Monthly Consumer Spending (Credit Card) Data	12 months	\$450/month		\$5,400
Total Contracted				\$21,964

SERVICES AGREEMENT TERMS

This Services Agreement ("Agreement") is entered into on 1st day of October, 2023 (the "Effective Date") between Datafy, LLC ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations, and use limitations.

By signing below, I hereby represent and warrant that I am duly authorized to execute this binding contract on behalf of the Company or the Customer.

Datafy LLC (Company):

By (Signature):

**Amelia Island Convention & Visitors Bureau
(Customer):**

By (Signature):

Name: Candie Perkins

Title: CEO

Name:

Title:

TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services outlined in the Order Form and customization described in Exhibit A.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable product and technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source data, underlying structure, ideas, know-how or algorithms relevant to the Services, documentation or data related to the Service; modify, translate, or create derivative works based on the Services (except to the extent expressly permitted by Company or authorized within the Services); use the Services for the benefit of a third party; or remove any branding, proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance this agreement and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 Company will deliver the Services electronically and Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent. If the Customer requests physical copies of the Services, Customer will be responsible to pay for the costs of printing, postage, and additional labor.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding prices, promotions, features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data that has been created by the Customer, an official representative of the Customer, or a third-party at the direction of the Customer and is provided by Customer to Company to enable the provision of the Services ("Customer Data"). Customer warrants that they have received permission from respective third-party data provider(s) to distribute Customer Data to Company for the purpose of performance of the Services. Any restrictions of Customer Data usage that will impact or limit the provision of Services must be disclosed in writing to the Company. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party and the Receiving Party agree that the foregoing shall apply with respect to the Proprietary Information and the Customer Data for a period of two (2) years following the disclosure thereof, and shall not apply to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company retains an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, license to use the Customer Data in order to provide the Services and to improve Company's Services, including the right to develop aggregated Customer Data or any information derived from or obtained by using Customer Data. All Customer Data is subject to the terms of the applicable user agreement and any terms that may limit the scope of this agreement must be disclosed in writing by the Customer. Customer expressly gives Company the right to disclose publicly and to other parties Customer status as a customer of Company and to reasonably cooperate with Company to serve as a reference account upon request.

3.3 Company shall own and retain all right, title and interest in and to (a) the Services, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Services or support, (c) the Aggregate Data

(defined below), and (d) all intellectual property rights related to any of the foregoing.

3.4 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data, data or information regarding Customer's activities on Company's website or in connection with the Services, including frequency of visits to the website, data entered when using the website, vital statistics and trends, general information regarding Customer's use of the Services, correlations identified or categorical information regarding the kinds of Customer Data provided, and data derived therefrom ("Aggregate Data")), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose Aggregate Data in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and thereafter shall continue month to month. After the Initial Service Term, either party may terminate this Agreement for convenience and without penalty by providing the other party thirty (30) days written

notice. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily delayed either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR WITH RESPECT TO ANY MARKETING OR INVESTMENT DECISION MADE WHILE USING THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6.2 Company shall use reasonable efforts to maintain availability of data sources required for the provision of Services. COMPANY DOES NOT WARRANT THAT THE DATA UTILIZED IN THE PERFORMANCE OF SERVICES WILL BE AVAILABLE IN PERPETUITY, AND THE DATA MAY, DUE TO CIRCUMSTANCES BEYOND THE COMPANY'S CONTROL, BECOME UNAVAILABLE. Under such circumstances, Company may, at its option and expense (a) replace or modify the Services to utilize available data sources, provided that such modification or replacement contains substantially similar features and functionality, (b) seek to renegotiate mutually agreeable terms of the Services with Customer including consideration of alternative data sources and costs that may be associated with obtaining access to those sources.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

Customer shall hold Company harmless from liability to third parties resulting from (i) infringement by any Customer Data, including any third-party data subscribed to by Customer and provided to Company for the provision of the Services, of any United States patent or any copyright or misappropriation of any trade secret, (ii) any nonfulfillment or breach of any covenant, agreement or other provision of this Agreement by the Customer, (iii) any marketing or investment decision made while using the Services, or (iv) any losses which Company may suffer, sustain or become subject to as a result of any claims or threatened claims against Company arising out of the actions or inactions of Customer with respect to the Customer's business or the terms of this Agreement.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL DATA, EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES,

CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY; (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA, OUTSIDE COMPANY'S REASONABLE CONTROL, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; (D) FOR ANY MARKETING OR INVESTMENT DECISIONS MADE BY CUSTOMER WHILE USING THE SERVICES; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent, which shall not be unreasonably withheld. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Utah without regard to its conflict of laws provisions.

EXHIBIT A

Setup, Customization and Training

Customer Setup – Company will perform all steps necessary to setup Customer's account based on input from Customer. As part of this setup Company will add individuals or parties as directed by Customer to the distribution list to receive updates.

Customer Configuration and Customization – Silver monthly geolocation data for the Clusters and Points of Interest (POI's) as identified below:

- Analysis of the 5 clusters to be determined by Customer
- Advertising/Media Campaign Services and Strategic Planning
- International data (*if included in Service Fees outline*)
- Credit Card spending data (*if included in Service Fees outline*)

Geolocation (cell phone GPS) data for visitors with charts, maps, graphs and other visualizations as described below for up to 5 clusters and no more than 10 points of interest (POI) per cluster. Customer will receive access to a web-based customized dashboard with live data reports and event dashboards with the ability to manipulate time periods for the type of data including but not limited to:

- Map of home location of visitors
- Daily, weekly, and monthly # of unique visitors by POI
- Daily, weekly and monthly total visitors by POI
- Year-over-year comparisons
- # of Visitors by POI and by zip code
- Demographic profile of visitors by zip code
- % of market (at City, County or zip code level) captured by POI
- Increase/decrease of visitors by zip code
- Spending dashboards (*if engaging with monthly consumer spending data*)
- Advertising analytics charts including spend (*if engaging with media campaign services*)
- Return on Investment calculated down to zip code level (requires marketing spend data at zip code level by Visitor) to be implemented

Company will configure and customize the Services for the Customer based on input from Customer. One dashboard will be created with a single login. Company will advise the Customer on the availability of requested locations of interest and the Customer acknowledges that some potential locations of interest will be unavailable due to lack of sufficient data or privacy restrictions.

Add-On and One-Time Fees

- Four-years of historical data: \$1,000 one-time cost
- Point of Interest change: \$100 one-time cost
- Additional Clusters (beyond the 5 included) are \$150 each per month
- Additional Points of Interest are \$100 each per month
- Ad Spend will be billed separately, as used and based on CPM and scope of work rates reviewed prior to advertising run.

Service Onboard Training (via live webinar and or recorded, telephone or in person) – Company will provide a Services training session that will be scheduled at Customer's convenience to coincide with the delivery of the first Premium Insights Report. The purpose of this training is to ensure that the Customer understands the structure of the Services and the scope and breadth of the insights provided in the Services. It is recommended that any Customer representatives who will be using the Services on a regular basis participate in the training session.

EXHIBIT B

Support Terms

Company will provide product assistance and technical support (e.g. explanation of data and visualization, corrections) to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 6:00 pm Mountain Time, with the exclusion of Federal and State (Utah) Holidays ("**Support Hours**"). Customer may contact the Company for product assistance or support by dialing 801-823-0083 or by emailing support@datafyhq.com.

Whereas Customer has requested product customization, support will also include up to two rounds of revisions of the format and structure of the customized analysis and report. Additional modifications and customization requests will be billed separately at an hourly rate.

QUOTE 1

DATAFY

Product Overview

Overview

Datafy was born out of a consistent request from communities seeking better solutions for data analytics.

Our understanding of all sides of community and digital transactions has proven invaluable in producing the customized datasets, visitor analytics, visitor profiles, campaign strategy, and prosperity for the clients we serve.

Datafy Solutions

Datafy provides a full circle data platform to understand visitation to your destination and impact advertising efforts through the use of targeted audiences.

Dynamic Dashboards
with Visualized
Data Feeds

01

Geolocation and
Spend Data for
Audience Insights

02



Physical Visitor Attribution
through Digital Advertising

03

Datafy Solutions

- ||| We remove the need for multiple providers, saving time, cost and resources
- ||| We provide the highest quality direct geolocation and spend data at a fraction of the cost of other providers
- ||| We do not charge extras for data ingestion of client feeds
- ||| Our team will listen to your challenges and innovate with you

Unique Differentiators



Direct Data Quality



Customizations Included



Affordably Priced



Actionable Data



Customer Support

Data Intelligence & Methodology

Geolocation
data from over



150M
active monthly
users

Historical
lookback of



600M
cell phone
devices

Demographic Data



to the household
level

Visitor Spending
Data from



34%
of all credit and
debit in the U.S.

Universal IDs



for advertisement
and media
placement

New Data Set
Vehicle Data



Large cross section
of owned vehicles
operating in US



Geolocation Reports

We have what we believe to be the industry's highest quality sample size of direct domestic geolocation data which allows us to answer custom questions relative to your destination. Geolocation is used to provide various dashboard views, including but not limited to:



State, DMA, county and city breakdowns



Trip length, POI visitation, market analysis



Total visitor per day, week, month, year by POI



Demographic profiles of visitor by state, DMA, county, city or zip code



Map of in-state, drive, and fly US market visitors for past 4 years by zip code

Client Owned Data Reports

All your reporting in one place with real-time updates and a dynamic display.

Custom monthly and annual reports can include:



STR Reports



Airport Data



Analytics Reports



Tax Data



Spending Data



Media Reporting



Advertising Differentiating Tech Innovation

Actionable Data

Universal IDs (UIDs) Advertising Capabilities



Select precise audiences to retarget new and past visitors



Geo-conquest your competition



Create lookalike audiences based on demographics data of past visitors



Instantaneously derive data driven audiences for events, seasons, points of interest, specific dates and specific stakeholders



Demonstrate true visitor attribution for campaigns including ad placement to unique devices and arrival of visitor(s)

Programmatic Digital Advertising

Full programmatic Advertising into all Platforms



Static Display



Native



Digital Audio



HTML 5 Display



Video



Connected TV



Social Amplification

Programmatic Digital Advertising



Visitors

Visitors to specific Points of Interest (POIs) identified by client or to the community, generally

- Visitors during a specific season
- Previous visitors who stayed in a hotel
- Visitors with high spending levels
- Regional drive or fly markets



Geo-Conquesting

Visitors to similar tourism destinations

- Visitors to similar POIs such as mountain bike trails, beaches or museums
- People who have attended similar special events regionally
- Known travelers during off/shoulder seasons to similar POIs



New Markets

- Create lookalike audiences of current visitors using household demographics and psychographics
- Create lookalike audiences from competitive POIs
- Identification of visitors around the country who match the destination or venue "target market" by season, geography or demographics who are known travelers

Next Steps Working With Us

Looking Ahead



Personalized onboarding



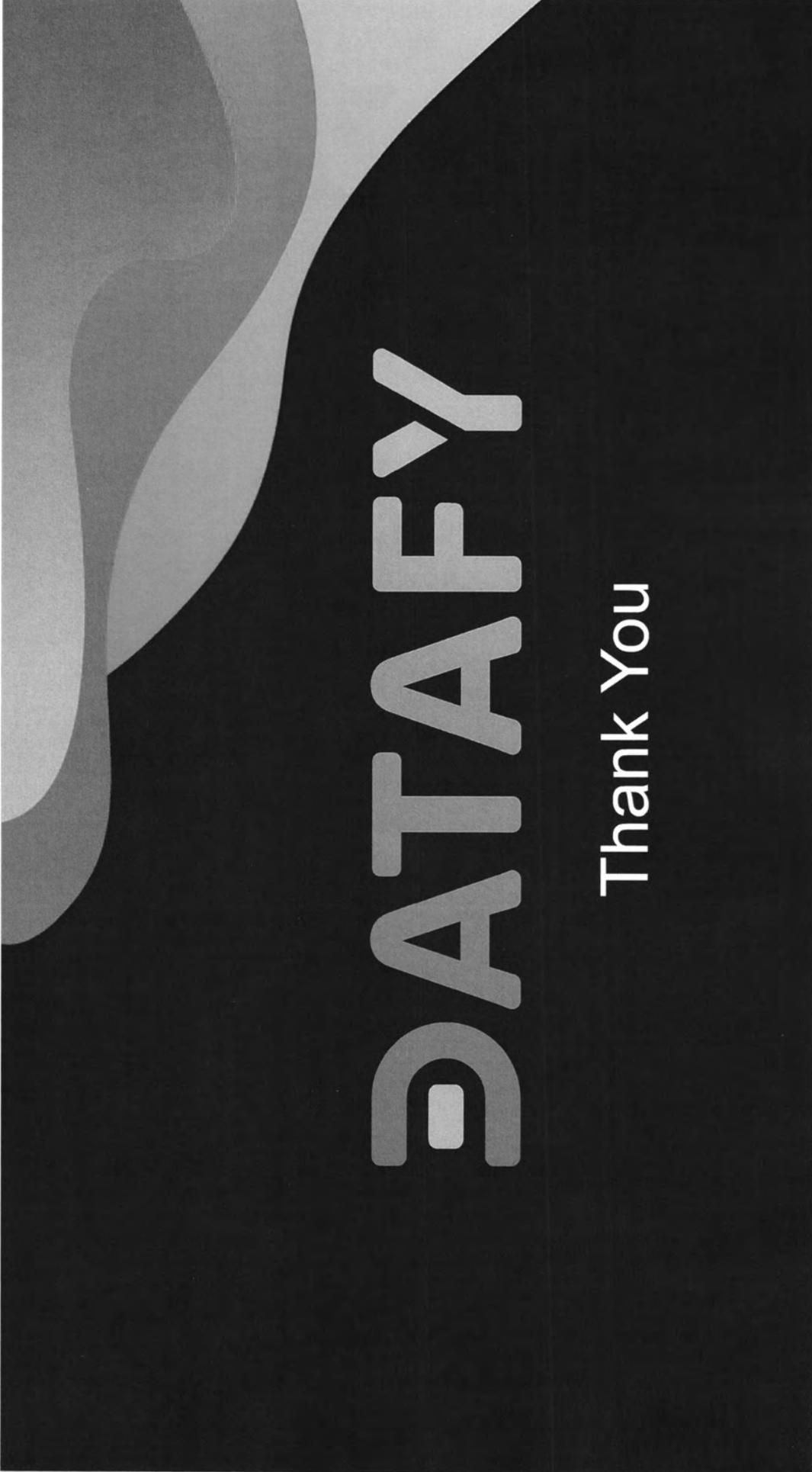
Dashboard additions and iterations released monthly



Training for team members accessing the dashboard



Support and strategy calls



DATAFY

Thank You

QUOTE 2



A proposal prepared for
Amelia Island

Data warehousing and market intelligence platform

Proposal submitted by

SYMPHONY



TOURISM ECONOMICS

JANUARY 2023



Tourism Economics / Oxford Economics
303 W. Lancaster Ave, Suite 2E
Wayne, PA 19087
Tax ID: 30-0540227

February 9, 2023

Amy Boek | CMO
Amelia Island Tourist Development Council
102 Centre Street,
Amelia Island, FL 32034

Dear Amy,

We are pleased to submit this proposal to customize our best-in-class Symphony platform to meet the unique needs of Amelia Island to monitor, analyze, and predict tourism activity in Amelia Island.

We have now successfully delivered Symphony to nearly 90 of our national, state, and city tourism partners. Any one of our clients would be happy to provide a reference.

Symphony is comprehensive by design, incorporating the widest range of data available, with targeted analysis for destination strategy, marketing, sales, and advocacy. More than just aggregation of data, Symphony integrates internal and external intelligence into a dynamic environment with insightful analysis that highlights relevant implications and allows this information to be "amplified" to selected audiences through various channels.

Symphony is unique in the marketplace with strengths that are well-tailored to meet the needs of Amelia Island. We are enthusiastic about this opportunity and prepared to devote ourselves to the success of your destination.

If you have any questions, please don't hesitate to reach out to us.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Zeek Coleman".

Zeek Coleman
Vice President, Americas | Tourism Economics
ZColeman@OxfordEconomics.com
(912) 492-8755



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1. OVERVIEW

Tourism Economics is pleased to present this proposal for SYMPHONY: our flagship intelligence platform that helps DMOs harness vast datasets to directly support strategic planning, decision-making, and advocacy. While more data are available to DMOs than ever before, a myriad of sources, update frequencies, and concepts can produce more noise than clarity. SYMPHONY solves this challenge by efficiently processing data, creating harmonized reporting, and automatically delivering decision-ready reports to internal and external stakeholders.



SYMPHONY is both powerful and unique, including:

- Integration of all available internal DMO and third-party datasets
- A predictive analytics module that combines travel intentions, search indicators, hotel and air bookings pace, and Oxford forecasts
- Group sales analysis module based on years of implementation
- Turnkey feeds of geolocation mobile device data with demographics, and cross visitation by point of interest
- Layered analysis of all DMO KPIs
- Direct access to Oxford Economics data and forecasts and integration with other Tourism Economics services, including Global City Travel, International State Travel, and Visitor Economic Impact
- Direct access to selected Tourism Economics partner datasets
- Intensive client support, including a review of current data access and recommendations

By combining internal DMO data, third-party vendor intelligence, Tourism Economics travel subscription data, Oxford Economics economic forecasts, and government datasets, SYMPHONY provides the industry with the most comprehensive integration of market intelligence available—all in one powerful business intelligence platform.



2. WHY SYMPHONY?

Tourism Economics has supported the research and advocacy of DMOs since our founding in 2005. SYMPHONY brings together the many divergent streams of information that are important to DMOs to create a single intelligence center. We named the platform SYMPHONY after more than a year of implementation, realizing it perfectly described its functionality: to reduce noise and make data sing.

Symphony is unique in the marketplace with strengths that are well-tailored to meet the needs of Amelia Island:

1. We include our proprietary data for employment, the economy (GDP, consumer spending, income), international visitation and spending (totals by origin and destination) with forecasts widely considered to be the industry standard
2. Data partnerships with MMGY, USTA, TravelClick, Longwoods International, and OAG allow these datasets to be immediately integrated into your research program at no additional cost
3. We integrate an extensive suite of data from publicly available sources such as BLS (jobs), Census (seasonal second homes and industry data), TSA (airport passengers), and National Parks Service (visits for all parks)
4. Dynamic analysis of STR and short-term lodging data is unique in its ability to drill into segments, submarkets, and competitive sets
5. We automatically include Tourism Economics analysis of the Florida visitor economy, including monthly tourism spending figures
6. Sales analysis includes a suite of business intelligence reports that connect directly with SimpleView or IDSS CRMs
7. Visitor insights that allow for daily analysis of origin, demographics, destination, and cross-visitation based on mobile device data
8. Community and policy-maker engagement is strengthened through automated "amplification" of intelligence to any stakeholder group through a defined "push" schedule with email notifications and website embeds
9. Platform is "white labeled" with destination-specific branding and logo
10. Mobile and desktop applications with 24/7 access and downloadable reports in MS Excel, CSV, PDF, image, and MS PowerPoint formats.
11. Support from 30+ analysts, each with many years of industry experience
12. An unrivalled track record of delivering as promised



SYMPHONY is uniquely composed for each partner, with custom integration and reporting across intelligence streams. The result is a continuously updated intelligence hub that delivers eight distinct benefits:

Reduce the noise. Make your data perform.

Best-In-Class
Reporting

Measure Sales &
Marketing Effectiveness

Quick Access to
Actionable Insights

Track Performance
Against Goals

Refine What Data
You Buy

Inform Board and External
Stakeholders

Increased
Efficiency

Inform Marketing, Sales and
Advocacy Strategy

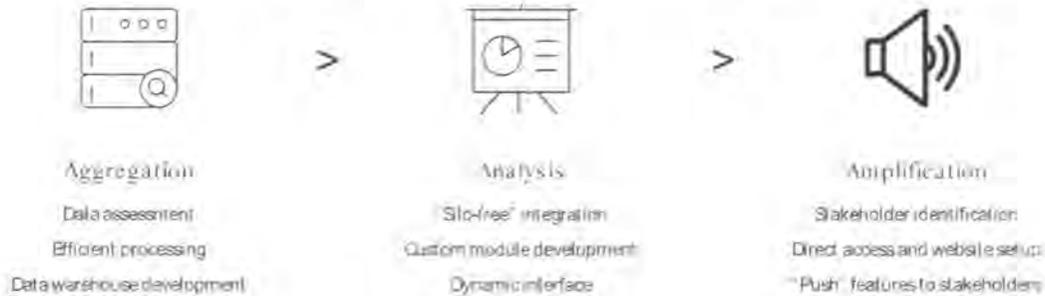
Symphony has been used extensively as an input into destination strategic planning. As a single resource of historic performance across various visitor segments, Symphony informs destination analysis of strengths, weaknesses, opportunities, and threats by tracking performance on a daily basis by community with details on pricing, performance, and visitor profile. In addition, our forecasts are regularly an input into scenario planning which is foundational to many strategic plans. Sales and marketing performance is also tracked against visitor activity and key industry segment performance to gauge the effectiveness of DMO activities. We have worked with various strategic planning groups to directly tie Symphony into destination plans.

Just as importantly, Symphony is consistently used as an advocacy tool to inform public policy decisions regarding the visitor economy.



3. OUR PROCESS

Delivery of SYMPHONY is guided by three phases of work:



The process begins with a comprehensive review and compilation of all data currently available for integration within the SYMPHONY data management, analysis, and reporting platform.

1. This will first include all **DMO-owned data**, including: KPIs, operational statistics, sales and CRM data, marketing tracking and performance, and owned media statistics.
2. Second, we review all third-party **vendor data** currently purchased by the DMO. Our team has worked with hundreds of DMOs, and we will look for both redundancies and opportunities to improve access to the most critical data. We seek two goals in the process: save you money and gather better insights. This step in the process will deliver recommendations that we will review together. This will include a review of geolocation data options based on direct access through Tourism Economics. Our visitor intelligence module is based on mobile geolocation data includes 50 points of interest with origin, demographic, and cross visitation analysis across Amelia Island.
3. Third, we will incorporate **Tourism Economics and Oxford Economics** (our parent company) datasets into the platform. This includes international travel data for states and cities and detailed economic data and forecasts. In addition, we include demographic data for market sizing, including household counts by income tier for visitor source markets (i.e., country, State, MSA, City, Zip-code).
4. Fourth, we integrate **curated third-party data**, including Bureau of Labor Statistics, Bureau of Economic Analysis, National Park Service, Transportation Security Administration, and Conference Board data on travel activity, employment and income by industry, and traveler sentiment. Additional Tourism Economics partner data are also available on a selected basis, including MMGY, Longwoods International, Arrivalist, TravelClick, and others.

Once we have finalized the inputs to SYMPHONY (we call it the DMO data "playlist"), the Tourism Economics team will build a centralized database with automated update functions as datasets are refreshed. This feeds a sophisticated Tableau-based business intelligence platform for analysis and reporting.

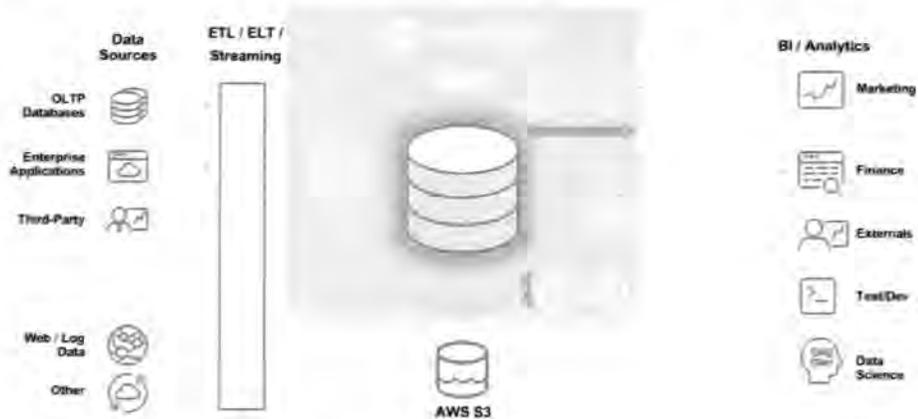
A series of reports and dashboards allow for deep dives into any area of information but also integrate results within common categories, called "modules" within SYMPHONY. Within each of these modules, the data are combined with comparative analysis to present a more comprehensive perspective.

Each module can have multiple reports depending on the breadth of information included. Access to these individual reports and modules can vary depending on the sensitivity of the information. Permission to individual reports can be granted to specific audiences, including industry partners, board of directors, executive staff, marketing, sales, or the entire DMO team. This allows the broad intelligence within Symphony to be amplified to specific stakeholder groups for policy guidance, destination strategy, and day-to-day sales and marketing decisions.

Data Structure and Analytics Solutions

Our data processing, aggregation, and storage technologies utilize best-in-class solutions.

Data Warehouse Databases (Snowflake): Snowflake is Tourism Economics' solution for data warehousing, data lakes, data engineering, data science, data application development, and allows us to securely share and consume data.



- **DW_DEV:** this database is used for development and testing. Changes to data structures or processing jobs are first tested in this environment before being promoted to production. Data files from new sources are often tested in this database to ensure they are in the expected format. This database contains only a subset of the data found in the production database.
- **DW_PROD:** this is the production database intended for use by all users and applications. It is updated daily with new data from various sources and contains the full data history.



- **Shared Databases:** databases that are hosted and shared by third party data sources are accessed directly in the Snowflake environment.

Both the DEV and PROD databases are backed up (cloned) nightly on a rolling retention schedule. Production backups are kept for 10 days with unlimited storage capacity.

Extract, Transformation and Load (ETL) Processing (Matillion ETL): Matillion is a low code, cloud-based platform used to orchestrate the data movement from sources to the data warehouse. It provides a consistent framework to schedule ETL jobs, log results, and report issues.

For data that originates in files, Matillion is configured to access the appropriate s3 bucket. For vendor data, the ETL processing imports data from any new files into a staging area to be processed. When loaded successfully, Matillion archives the original staged data in Snowflake and moves the s3 files into an archive folder within the s3 file system.

Matillion also supports APIs, including built-in components to call the Google Analytics API among a multitude of others. API support enables the use of scheduled jobs to pull data at any time over secured credentials.

Data Analytics & Visualization Software (Tableau): Tableau is a visual analytics platform transforming the way we use data to solve problems and empowering people and organizations to make the most of their data. As the market-leading choice for modern business intelligence, the Tableau analytics platform makes it easier for people to explore and manage data, and faster to discover and share insights with both internal and external partners and stakeholders.



4. KEY DATA INPUTS

Data will be aggregated from four major categories:

- 1) Internal DMO KPIs and market tracking
- 2) DMO current vendor data
- 3) Proprietary Tourism Economics and Oxford Economics data and forecasts
- 4) Symphony partner and other third-party data

The project team will aggregate and integrate these myriad datasets into a single data warehouse. Custom SYMPHONY intelligence reports will then be developed to analyze all data with monthly updates and client calls. The client will be granted 20 individual logins to SYMPHONY to view the business intelligence reports with the option to add more.

Modules to be included will depend on data currently purchased by the client and the outcome of the data playlist recommendations. Tourism Economics, Oxford Economics, and government data will be included at no charge. (Data provided by TE/Oxford is listed in Section 9.) While module categories and coverage are adapted to each client, the below table illustrates the range of options, including key metrics and typical audience. This is adaptable based on client needs.

Input highlights

Flexibility to integrate all available datasets, both internal KPIs and other vendor data. All modules are fully customizable, which is included in the development. We currently have more than 100 templates which can be adapted as desired. Additional modules (e.g., talent management or accounting) can be added as required and can be delivered within the annual agreement based on included consulting hours.

Automated ingestion through existing scripts, APIs, and database management code.

Mobile device data will be integrated from our mobile location partner, allowing for detailed daily analysis of visitor patterns. This will track visits to Amelia Island on the following criteria:

- Origin markets
- Destination (tourism region and points of interest)
- Length of stay
- Day vs. Overnight
- Repeat visitor ratio
- Cross-visitation (across POIs)

In-Market Behavior by all visitors tracking visitation to 50 points of interest (POIs) across Amelia Island and cross-visitation to other neighborhoods, and other POIs.

Event analysis using the dynamic mapping feature of POIs with dates, allows for the evaluation of any event to determine the profile of visitors (5 reports included with "enhanced" and 10 reports included with "advanced" tiers).

Sales Intelligence monitors group and event sales performance and enable the organization to get the most out of the data in their CRM system. In addition to ongoing tracking of sales, more in-debt analysis can be conducted through interactive and dynamic



business intelligence looking at leads, bookings, need periods, and the conversion rate by third-party lead generators. The module also maps daily STR data with sales data to generate a compression report.

Workforce Analysis will provide access to exclusive wage and occupational analysis of your community's workforce including demographics, jobs openings and quit rates, and position analysis. Monitor average and total income by industry subsector along with employment and average wages by major occupational groups (e.g., management positions, maintenance, sales etc.). The "workforce module" also includes a three-year annual forecast of the Leisure and Hospitality sector jobs.

International Visits and Spending will be provided by world regions, with details on visits, nights, and spending with 5-year forecasts. This is a unique offering based on the Tourism Economics Global City Travel (GCT) datasets. No other provider has the total volume of international travel by origin calculated for the US market. This will enable Amelia Island to monitor the recovery of international visitation to the state and the nearest gateway city.

Lodging analysis includes the integration of hotel data from STR, short-term rental data, and municipality data on bed taxes. This module compiles history of performance with the ability to dynamically analysis segments, destinations, competitors, and key performance metrics (occupancy, demand, supply, ADR, and RevPAR).

Air Travel measures visitor arrivals by air and comparisons to 2019 with custom comp-set as decided by destination. Monitor activity levels at all individual US airports.

Traveler Sentiment data from a collection of national travel sentiment providers from both consumer and business travelers from TE partners and public sources.

Web Analytics module tracks website performance with daily, weekly, and monthly updates of website sessions, sessions by device, session duration, pageviews, and bounce rate by acquisition channel, device, origin market, landing page, and referrer site.

Social Media metrics by audience, impressions, engagements, engagement rate by week, day-of-week, gender, and age. Different views also look at impact on impressions from paid marketing. All data is piped in from the destination's social media publishing platform.

Forecasts and predictive analytics are based on Tourism Economics forecasting models, Oxford Economics economic forecasts, and third-party sentiment surveys (Longwoods, GBTA, YouGov, Destination Analysts) and pace data (Simpleview, OAG, Journera, and TravelClick).

Amplification of results is a key feature of Symphony. Amelia Island will have the option of embedding select results into its own website and specific modules or slices of data can be "pushed" out to specific stakeholder groups on an automated basis.

Examples of Symphony visualizations are shown on the following pages.

Media Attribution Example

Website Attribution Summary

September 01, 2022 to December 31, 2022

Start Date: 9/1/2022 | End Date: 12/31/2022

291,098
Exposed Device Count

22,902
Visitor Device Count

7.9%
Exposed to Visit Ratio

Monthly Breakdown

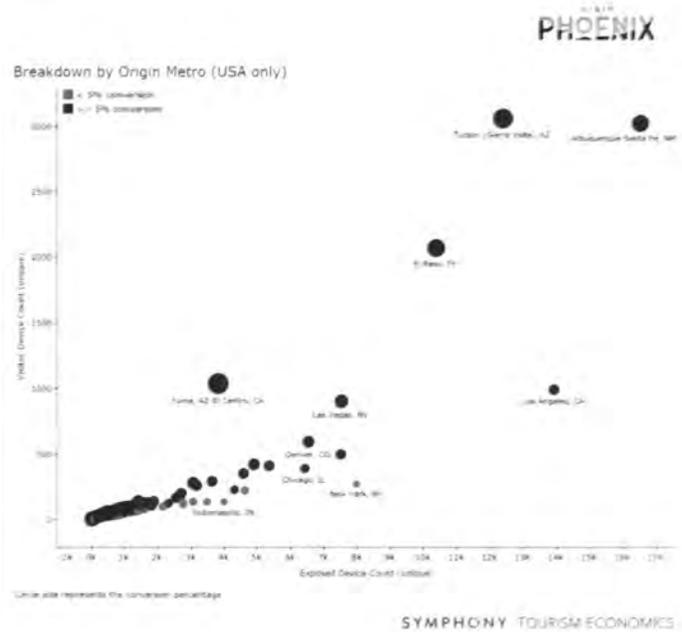
Month	Unique Exposed Device	Unique Visitor Device	Exposed to Visit Ratio
September 2022	48,437	4,630	9.5%
October 2022	76,842	6,070	10.9%
November 2022	94,128	9,093	9.6%
December 2022	92,393	4,941	5.3%

Website Click to Visit Breakdown

Difference between website click and visit to market - unique device

Click to Visit	Percentage
0-4 days	21.9%
5-7 days	20.8%
12-15 days	32.0%
20-30 days	20.7%
60-90 days	13.4%

Source: Tableau



Campaign Performance

Date Filter: Mobile users

291,098
Exposed Device Count

22,902
Visitor Device Count

7.9%
Exposed to Visit Ratio

Top Converting Campaigns

Ranked by visitor device count - unique

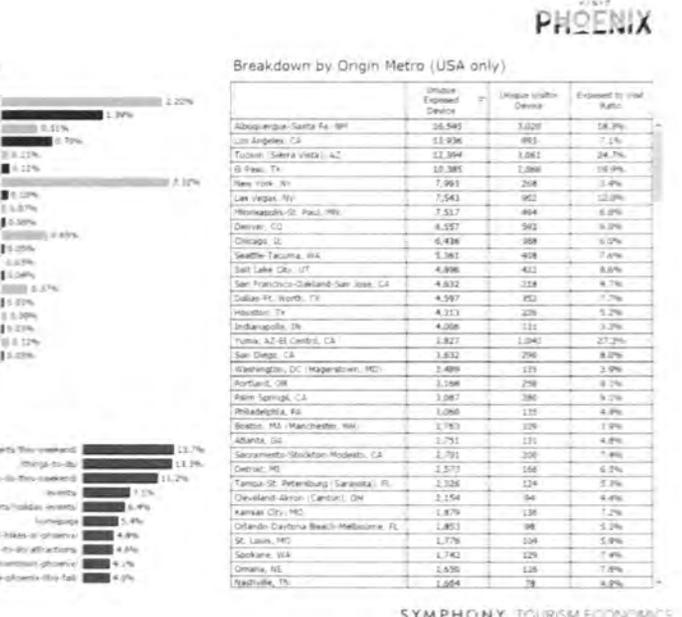
Campaign	% of Total Unique Exposed Device	% of Total Unique Visitor Device
001_001Phoenix123SubaruCampaign	1.34%	2.22%
2021	0.51%	0.70%
0110_Subsanasa_Sep2021	0.12%	0.12%
001_001PhoenixLecture	0.05%	7.12%
001_Sales	0.05%	0.05%
001_TravelSales	0.05%	0.05%
Bandwidth_0110_Organi	0.05%	0.05%
Home	0.05%	0.05%
001_Travel20	0.05%	0.05%
001_PHEU2022	0.05%	0.05%

Top Converting Pages

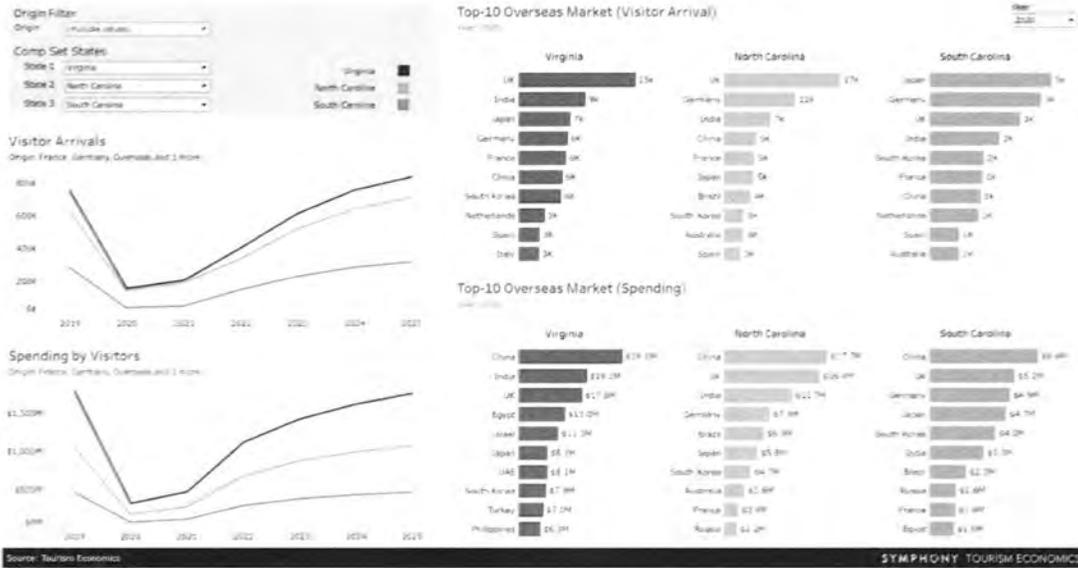
% share of pages visited by visitors/consumers

Page	% of Total Unique Exposed Device	% of Total Unique Visitor Device
Home/My weekend	11.7%	11.3%
Home/My weekend	11.2%	11.2%
Home/My weekend	1.5%	1.5%
Home/My weekend	0.4%	0.4%

Source: Tableau



International Example



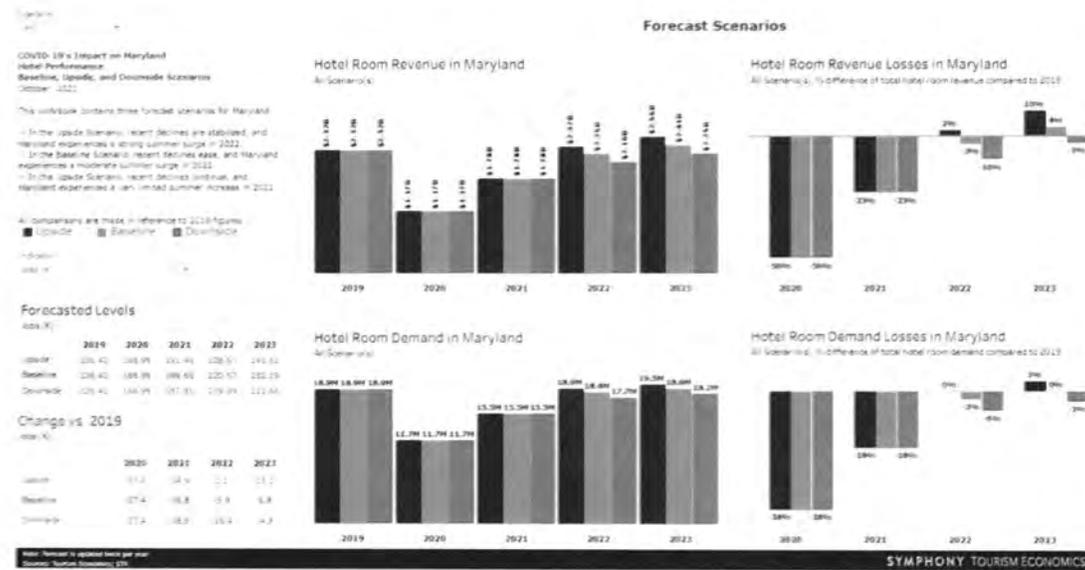
Lodging Example



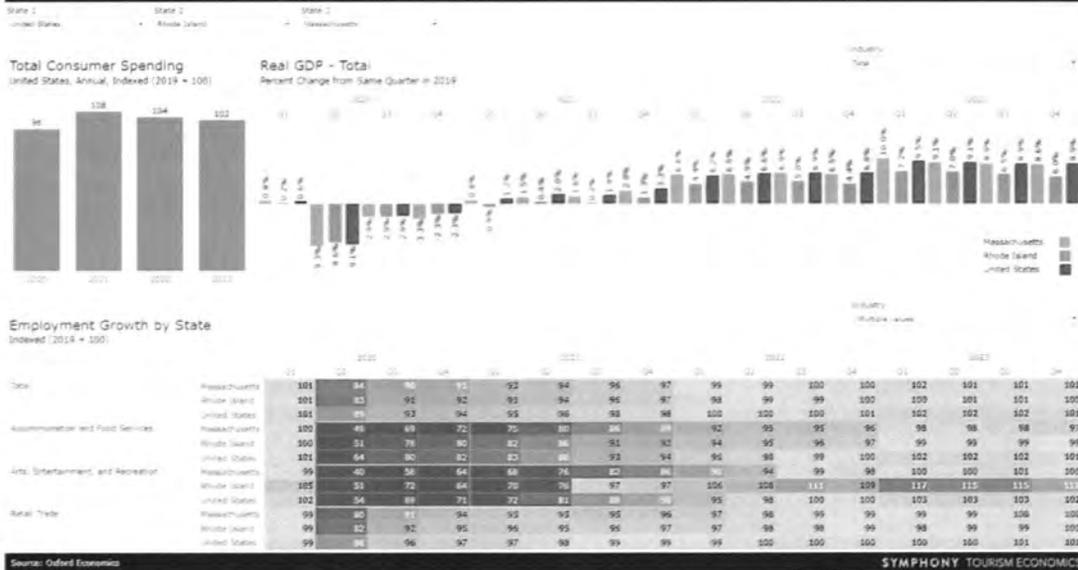
Visitor Intelligence Example



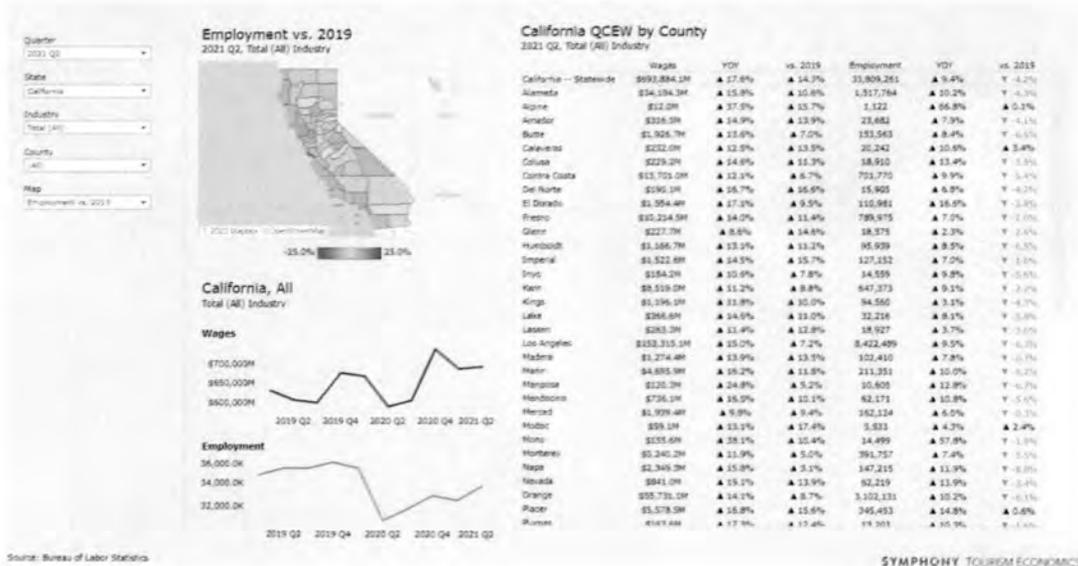
Visitation & Lodging Forecast Example



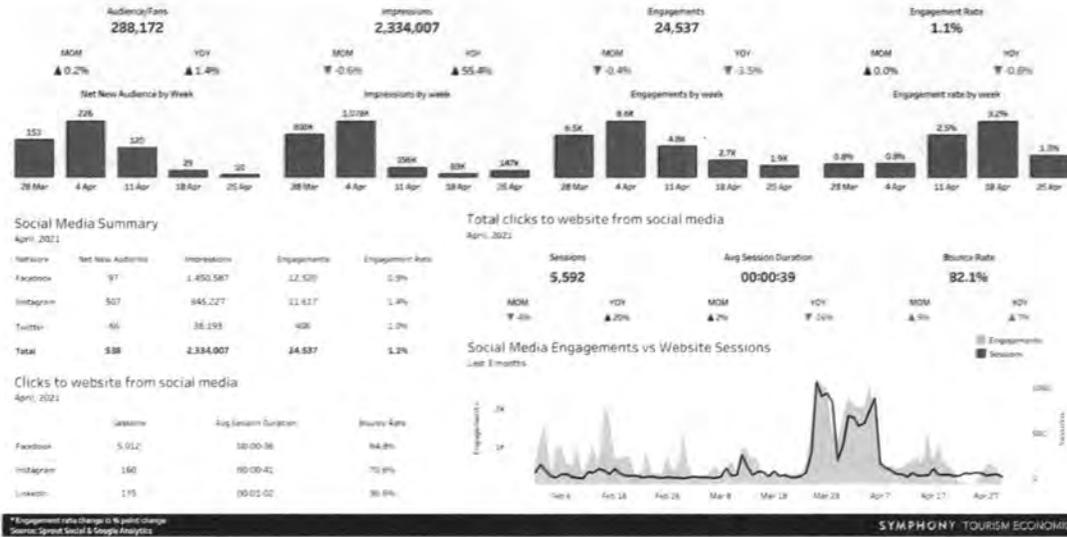
Economic Performance & Forecast Example



Labor Performance & Forecast Example



Social Media Example

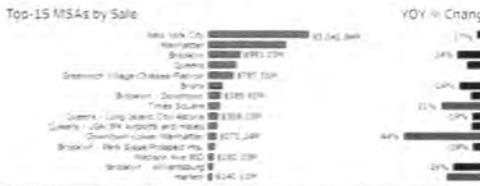
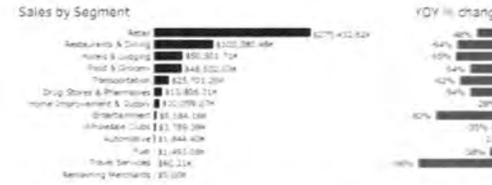
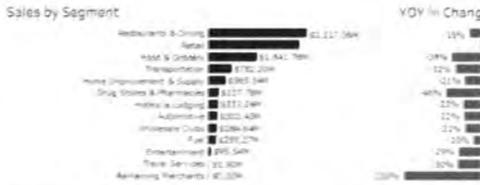


Performance Summary Example



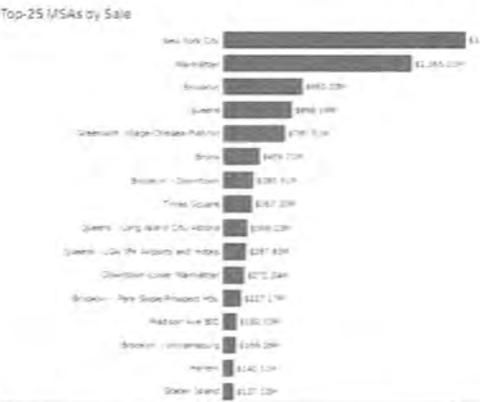
Credit Card Spending Example

Start Date: January 2021 | End Date: September 2021 | Reporting: Jan



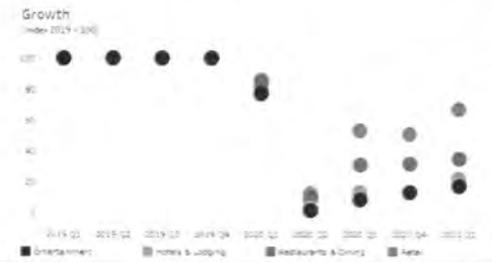
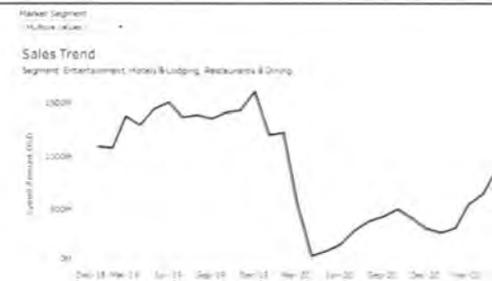
Source: Visa/Star

SYMPHONY TOURISM ECONOMICS



Source: Visa/Star

SYMPHONY TOURISM ECONOMICS



Stakeholder Report Example

State of Hawaii Summary **DBEDT** HAWAII TOURISM AUTHORITY

Month: December 2021 | Island: Hawaii | Summary: State of Hawaii | Legend: Residents (grey), Visitors (white)

Visitor Arrivals
Total visitors & % change YOY (Dec. 2021 vs. Dec. 2019)

753.7K

▼ -19.9%

Visitor Spending
Total visitors & % change YOY (Dec. 2021 vs. Dec. 2019)

\$1,656.3M

▼ -5.2%

Average Length of Stay
All visitors, December 2021

10.2 Days

Market Share by Origin Markets
% share of total visitors

December 2021: US West 22%, US East 62%, International 16%

December 2019: US West 30%, US East 48%, International 22%

Source: Hawaii Tourism Authority

Top-30 Points of Interest Visited
Ranked by most visited POI by visitors, % share of visits by residents and visitors in December 2021

POI	Residents	Visitors
Kaunakakai Avenue	48%	52%
Kaliua town and beach	84%	16%
Honolulu, Waialeale Forest Reserve	39%	33%
Kapuni Avenue	67%	23%
Kapuni Park	60%	34%
Ka Oina Resort	44%	56%
Aiea Hawaii Shopping Center	84%	16%
Keolu Hawaii Shopping Center	44%	56%
Loupanui Mall	92%	8%
Lanihale Bypass	56%	44%
Chinatown	59%	39%
Front Street in Lanania	55%	55%
International Marketplace	42%	58%
Kaunakakai Town	59%	47%
Waikele Village Shopping Center	32%	68%
Kaliua Airport Car Rental Center	39%	61%
Honolulu Int Airport Car Rental Center	62%	38%
Hahaione Road to Hale	54%	34%
Pepee Harbor National Memorial	22%	77%
Kaunakakai Golf Course	52%	48%
Lanihale Cannery Mall	54%	46%
Kahana Valley State Park	62%	38%
Ahupuae O Kahana State Park	62%	38%
Kuliou Beach Park	34%	66%
Lanihale Market Place Shopping Center	35%	65%
Fort DeRussie Beach Park	32%	68%
Pala Town	60%	40%
Waialeale Beach	29%	71%
Hawaii Historical National Park	59%	41%
Queens Surf Beach Park	59%	47%

Source: Hawaii Tourism Authority

Top-10 International Markets
Total visitors and % change YOY (Dec. 2021 vs. Dec. 2019)

Country	% Change YOY	Visitors
Canada	▼ 42.3%	36,876
Other Asia	▼ 81.0%	6,120
Europe	▼ 70.0%	4,892
Japan	▼ 66.7%	4,448
Guatemala	▼ 66.0%	1,884
Australia	▼ 64.1%	1,604
Korea	▼ 61.2%	1,928
China	▼ 58.2%	2,722
United Kingdom	▼ 48.0%	1,336
Germany	▼ 45.1%	1,509

Source: Hawaii Tourism Authority

Top-10 Domestic Markets
Total visitors and % change YOY (Dec. 2021 vs. Dec. 2019)

State	% Change YOY	Visitors
California	▲ 11.3%	156,417
Washington	▼ 0.4%	16,155
Texas	▼ 42.3%	16,463
Oregon	▼ 5.0%	25,416
Colorado	▲ 12.4%	13,091
Illinois	▲ 6.7%	21,021
Arizona	▼ 21.8%	29,480
Utah	▲ 13.4%	17,892
New York	▼ 19.3%	15,968
Florida	▲ 17.3%	14,040

Source: Hawaii Tourism Authority

SYMPHONY TOURISM ECONOMICS

Oahu Summary **DBEDT** HAWAII TOURISM AUTHORITY

Month: December 2021 | Island: Oahu | Summary: State of Hawaii | Legend: Residents (grey), Visitors (white)

Visitor Arrivals
Total visitors & % change YOY (Dec. 2021 vs. Dec. 2019)

391.5K

▼ -29.9%

Visitor Spending
Total visitors & % change YOY (Dec. 2021 vs. Dec. 2019)

\$713.0M

▼ -6.4%

Average Length of Stay
All visitors, December 2021

8.2 Days

Origin Market Share
% share of total visitors

December 2021: US West 39%, US East 57%, International 4%

December 2019: US West 42%, US East 54%, International 4%

Source: Hawaii Tourism Authority

Top-15 Points of Interest by Visitors
% share of visits, December 2021

POI	% Share
Kaunakakai Avenue	10.2%
Kaliua town and beach	6.2%
Honolulu, Waialeale Forest Reserve	5.1%
Kaunakakai Avenue	4.2%
Kapuni Park	3.9%
Ka Oina Resort	3.4%
Aiea Hawaii Shopping Center	3.0%
Keolu Hawaii Shopping Center	2.5%
Chinatown	2.3%
International Marketplace	2.4%
Honolulu Int Airport Car Rental Center	1.8%
Pepee Harbor National Memorial	1.5%
Kahana Valley State Park	1.4%
Ahupuae O Kahana State Park	1.3%
Kuliou Beach Park	1.3%

Source: Hawaii Tourism Authority

Top-10 International Markets
Total visitors and % change YOY (Dec. 2021 vs. Dec. 2019)

Country	% Change YOY	Visitors
Canada	▼ 58.3%	16,721
Other Asia	▼ 60.7%	5,420
Japan	▼ 59.8%	4,194
Guatemala	▼ 57.0%	1,491
Europe	▼ 55.7%	1,350
Australia	▼ 49.0%	1,039
Korea	▼ 47.8%	2,790
China	▼ 44.8%	1,045
Taiwan	▼ 32.0%	179
New Zealand	▼ 17.0%	152

Source: Hawaii Tourism Authority

Top-10 Domestic Markets
Total visitors and % change YOY (Dec. 2021 vs. Dec. 2019)

State	% Change YOY	Visitors
California	▲ 23.7%	129,812
Washington	▲ 1.8%	17,408
Texas	▼ 48.2%	21,581
Oregon	▼ 2.8%	1,967
Illinois	▼ 16.2%	9,912
Arizona	▼ 19.7%	6,542
New York	▼ 19.7%	6,192
Florida	▲ 19.2%	6,192
Utah	▲ 11.0%	6,047
Oregon	▼ 1.0%	8,031
Colorado	▲ 1.7%	8,734

Source: Hawaii Tourism Authority

Top-15 Points of Interest by Residents
% share of visits, December 2021

POI	% Share
Chinatown	11.8%
Honolulu, Waialeale Forest Reserve	11.8%
Kaliua town and beach	9.3%
Aiea Hawaii Shopping Center	5.2%
Keolu Hawaii Shopping Center	3.3%
Pepee Harbor Shopping Center	3.2%
Kaunakakai Avenue	2.7%
Kaliua town and beach	2.4%
Kapuni Avenue	2.2%
Kapuni Park	2.0%
Kahana Valley Beach Park (Formerly)	1.9%
Hawaii Prince Golf Club	1.8%
Honolulu National Cemetery National	1.7%
Round Top Forest Reserve	1.5%
Kahana Mall Shopping Center	1.5%

Source: Hawaii Tourism Authority

SYMPHONY TOURISM ECONOMICS

5. TIMING & TERMS

5.1 TIMING

SYMPHONY implementation will begin upon contract signing with an approximately six-week delivery timeline including data review, recommendations, and platform implementation. The following timeline is a typical delivery schedule, subject to change based on timing of data availability.

Sprints	Kick-Off	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Kick-Off Call	[Shaded bar]						
Data Collection	[Shaded bar]		[Shaded bar]				
Data Audit		[Shaded bar]		[Shaded bar]			
Check-in Call			[Shaded bar]				
Dashboard Development			[Shaded bar]				
Launch Call							[Shaded bar]

Following Launch Call:

- Period status calls and email updates
- Further customizations, enhancements, and new developments. The Symphony platform is always evolving with new data and analysis. For example, we will deliver a comprehensive set of sales intelligence reports within the six-week implementation timeline, but additional custom reports can be delivered based on client a request. These customizations are typically delivered at no additional cost.



5.2 COSTS AND TERMS OF AGREEMENT

Access to the SYMPHONY platform will be billed quarterly for the duration of the agreement (36-months). Implementation fee will be billed at project inception.

The development and update program includes twenty-four (24) consulting hours per year that can be utilized for monthly calls, presentations, planning meetings, ad hoc analysis, or on-site presence. Additional support will be available at a blended rate of \$250/hr and must be pre-approved by customer.

All raw data remains the property of the source organization and third-party licensing agreements remain in place within SYMPHONY. Formulas, code, and calculations remain the property of Tourism Economics.

Any data requiring purchase will be the responsibility of the client, who will grant Tourism Economics access to all necessary programs and datasets for the duration of the agreement.

SYMPHONY Reports	Enhanced
Executive Summary	✓
Lodging Performance	✓
Web Analytics	✓
Economic indicators and outlook	✓
Air Travel	✓
Workforce Analysis	✓
Social Media Performance	✓
Visitor Behavior (mobile geolocation with POIs)	✓
Traveler Sentiment	✓
Predictive Analytics	✓
Recovery Indicators	✓
Visitor Intelligence	✓
CRM (group sales, partnerships, memberships)	

SYMPHONY	Year 1 Cost	Year 2 Cost	Year 3 Cost
SYMPHONY Enhanced	\$28,000	\$28,000	\$28,000
Mobile location data (main study geography + 50 POIs)	Included	Included	Included
Media & Website Attribution via Near	\$8,000	\$8,000	\$8,000
Credit Card Data via TransUnion	\$10,000	\$10,000	\$10,000
One-time implementation fee*	Waived		
Total Cost + One Time Cost	\$46,000	\$46,000	\$46,000
*Waived w/Multi-year agreement			
Optional upgrades and add-ons (pricing vary based on specification)			
Event Calendar (predictHQ)			
Pace Report (TravelClick)			



6. TESTIMONIALS

"Our partnership with Tourism Economics continues to excel with the release of their SYMPHONY platform. The insights provided by TE and SYMPHONY are critical to our team, elected officials, and all our industry partners as we are constantly looking for relevant data and trends to share with internal and external stakeholders to inform strategic decisions."

Mike Bowman, President & CEO, Valley Forge Tourism and Convention Board

"Each year Visit SLO CAL spends well into six figures on data and analytics from a number of sources to help inform our business. However, it wasn't until our partnership with Tourism Economics, on their Symphony platform, that the data and the insights came to life. Symphony combines all our data into one easy to view platform, while providing collective overall insights into the combined data, with individual community reporting. Symphony has made a significant difference in the way we and our community look at data and our local elected officials appreciate the opportunity to understand what is happening in their specific city each month. In the end, it has been a game changer for how our partners use data to inform their business decisions."

Chuck Davison, President & CEO, Visit SLO CAL

"Tourism Economics' Symphony combines data sources from multiple platforms and allows us to analyze and present our data to internal and external stakeholders in an efficient and easily digestible way. It has become a valuable tool that has improved our ability to quickly gain insights and track industry performance, and it is highly valued by our board of directors and key stakeholders."

Steve Byrne, Executive Director, Visit Delco, PA

"I regret not signing up for Symphony sooner."

Jeanne Goldschmidt, Executive Director at Pasadena Convention & Visitors Bureau

"What differentiates TE is their desire to truly understand our issues and opportunities of our industry, the open conversations, and the trust that is established to find sustainable solutions."

SVP, Destinations International

"One of the unique benefits of working with Tourism Economics is the true global and macro-economic environment in which they analyze our travel and tourism performance. Understanding how this industry is integral to the global economy is fundamental to what we think and do on the local level."

Senior Vice President, Research NYC & Company.

"Their reports are consistently informative, easy to interpret and apply, and defensible to various stakeholders. Their responsiveness to questions and professional demeanor ensures satisfaction among all our industry members."

Director, Ohio Tourism Division

"They are incredibly responsive to requests for support and have gone out of their way to help with last minute queries."

Head of Strategy Development & Insights, Tourism Ireland

"Our success in informing national travel policy has been linked to Tourism Economics' analysis."

Executive Vice President, U.S. Travel Association



7. WHY TOURISM ECONOMICS?

7.1 TOURISM ECONOMICS: OVERVIEW

Tourism Economics operates with a singular objective: combine an understanding of tourism dynamics with rigorous economics in order to answer the most important questions facing operators, destinations, strategic planners and others in the sector. By combining quantitative methods with industry knowledge, Tourism Economics designs forecasting models, custom market strategies, tourism policy analysis, and economic impact studies.

Recent published research can be found via the following links:

Public Symphony: <https://www.hawaiitourismauthority.org/research/symphony-dashboards/>

<https://www.ustravel.org/research/travel-recovery-insights-dashboard>

All projects: <https://www.tourismeconomics.com/case-studies/>

Thought leadership: <https://www.tourismeconomics.com/events-press/latest-research/>

Our team of 42 economists is focused exclusively on the interplay between the travel industry and the economy.

No other firm possesses the depth or range of experience in measuring travel economic impacts. Our economic impact client list includes the following:

- More than 30 US states and territories with county-level impact analysis for hundreds of counties across these states
- City tourism impact analysis for approximately 50 destinations each year
- [Country-level economic impact](#) analysis for 185 countries on behalf of the World Travel & Tourism Council
- [Gaming economic impacts by state](#) for the American Gaming Association
- [Hotel sector economic impacts by state](#) for the American Hotel & Lodging Association
- [Meetings impact analysis](#) for the US for the Events Industry Council
- Event impact modeling for 280 destinations around the world based on the [Event Impact Calculator](#) developed on behalf of Destinations International
- The [global economic impact of user generated content](#) on behalf of TripAdvisor

Tourism Economics is an Oxford Economics company and is able to leverage extensive resources as part of this partnership. Oxford Economics was founded in 1981 as a commercial venture with Oxford University's business college to provide economic forecasting and modelling to UK companies and financial



institutions expanding abroad. Since then, we have become one of the world's foremost independent global advisory firms, providing reports, forecasts, and analytical tools on 200 countries, 100 industrial sectors and over 3,000 cities. Our best-of-class global economic and industry models and analytical tools give us an unparalleled ability to forecast external market trends and assess their economic, social, and business impact.

Headquartered in Oxford, England, with regional centers in London, New York, and Singapore, Oxford Economics has offices across the globe in Belfast, Greater Miami, Dubai, Miami, Milan, Paris, Philadelphia, San Francisco, and Washington DC, we employ over 400 full-time staff, including 250 professional economists, industry experts and business editors—one of the largest teams of macroeconomists and thought leadership specialists. Our global team is highly skilled in a full range of research techniques and thought leadership capabilities, from econometric modelling, scenario framing, and economic impact analysis to market surveys, case studies, expert panels, and web analytics.

Oxford Economics is a key adviser to corporate, financial and government decision-makers and thought leaders. Our worldwide client base now comprises over 1,000 international organizations, including leading multinational companies and financial institutions; key government bodies and trade associations; and top universities, consultancies, and think tanks.

Tourism Economics operates as a boutique tourism consulting company in one important sense: we assign senior staff at the center of each project. Our project directors are integrally involved in every stage of work and are directly involved in its development. The principals who represent our work are the same who conduct the work. We have found this to be an optimal way to sustain high quality and maintain close relationships with our clients. It is also the way we enjoy working.

7.2 PROJECT TEAM

Project Staff	Title	Project Role
Adam Sacks	President	Project oversight and client support
Zeek Coleman	VP	Primary point of contact
Erik Evjen	Director	Head of project team
Gajender Saharan	Lead Data Scientist	Modeling and database management
Patrick Smyton	Sr. Client Manager	Onboarding, ongoing client support and insights
Elizabeth Shanaman	Client Success Manager	training, customizations, and client support
Aran Ryan	Director of Lodging Analytics	Lodging and visitor forecasts
Kaitlin DiPaola	Head of Destination Insights	Economic analysis and client support
Michael Mariano	Director	Economic analysis and client support

8. DATA INCLUDED

Extensive Tourism and Oxford Economics data are included along with third-party partnership data. This list is constantly being expanded for our Symphony partners and is enumerated below.

- Latest economic and demographic performance data by County, MSA, and State
 - GDP
 - Unemployment rate
 - Household income
 - Monthly employment data by state, city, or MSA for key travel-related industries and overall economy (BLS)
 - Disposable income
 - Population and age breakout
- International State Travel data on visits, nights, and spending by country of origin for each state with 10-year forecasts.
- Air Travel: air visitor arrivals by city (arrivals indexed to 2019 to show recovery, tickets purchased with your nearest airport as the final destination (by month), and ticket purchases vs. comp-set, state, and US)
- Transportation Security Administration (TSA): screenings for every airport in the country by region, state, and individual airports
- National Park Service (NPS): visitor numbers for every site in the country under the management and care of the National Park Service. View data for individual sites or aggregated by regions.
- Monthly international arrivals by state from top origin markets
- Quarterly MMGY Portrait of the American Traveler survey results
- DK Shifflet quarterly US travel trends
- Conference Board monthly vacation intentions
- Economic and demographic forecasts
 - U.S. Consumer spending by sector (Oxford Economics annual forecast)
 - GDP by state (Oxford Economics quarterly forecast)
 - Employment forecast by leisure & hospitality sector and total nonfarm (Oxford Economics quarterly forecast by state and US)
 - National travel forecast (Tourism Economics / USTA)
 - National lodging forecast (Tourism Economics / STR)
 - State and county economic impact data (Tourism Economics / USTA)
- Access to US Travel Recovery Tracker within your platform (USTA members only)
 - Global Business Travel Association business travel sentiment
 - Destination Analysts leisure travel sentiment
 - Longwoods International leisure travel sentiment
 - Simpleview and Tempest DMO website activity
 - Simpleview and TravelClick group room demand pace
 - Monthly travel spending by state (Tourism Economics / USTA)
 - Monthly industry tracking (hotel room demand, short term rentals, air passengers, auto trips)



-
- Simpleview group bookings and pace
 - TravelClick hotel booking pace
 - Visitor Intelligence
 - Visitor intelligence for Amelia Island
 - Individual Points of Interest (based on current agreement with Near)
 - Visitation stats for Amelia Island (destination, neighborhoods, and individual POIs)
 - Cross visitation between POIs
 - Monthly granularity
 - Day vs. Overnight Arrivals
 - Top-origin markets by state, MSA, and City
 - Length of Stay



AGREEMENT

TERMS AND CONDITIONS FOR RESEARCH SERVICES

1. NO OTHER TERMS

- 1.1 The Conditions apply to the supply of the Research Services to the Customer (Amelia Island Tourist Development Council) and supersede any terms and conditions provided or referred to by the Customer, including any of the Customer's standard terms provided with any purchase order, invoice or other documentation.

2. DEFINITIONS

- 2.1 In this Agreement the following expressions have the meaning set opposite:

Background: information, techniques, know-how, software and materials (regardless of the form or medium in which they are stored) that are used by Tourism Economics (and whether owned or provided by Tourism Economics or a third party) in creating the Deliverables;

Intellectual Property: patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognized from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

Know-how: unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.

3. RESEARCH SERVICES

- 3.1 The Customer engages Tourism Economics to provide the Research Services to the Customer as from the Commencement Date on the terms of this Agreement as described in the above agreement.
- 3.2 This Agreement relates to the supply of the Research Services. The supply of any other services, including any variations to the Research Services, will be subject to a separate agreement to be negotiated between Tourism Economics and the Customer.

4. CHARGES

- 4.1 The Customer will pay the Charges and will reimburse Tourism Economics on demand for all travel, subsistence or other expenses incurred by Tourism Economics' employees or consultants in connection with the provision of the Research Services and the supply of the Deliverables including, without limitation, those expenses incurred in complying with the Customer's requests. These Charges are detailed in Section 5 of the above agreement. Any additional charges will be agreed upon in advance between the Customer and Tourism Economics in writing.
- 4.2 The Charges will be payable in accordance with the Schedule and where no timetable for payment is specified, Tourism Economics may invoice the Customer monthly in arrears for any Charges and expenses and the Customer will pay each of Tourism Economics' invoices within 30 days after the date of the invoice.
- 4.3 The Charges and all other sums payable under this Agreement are exclusive of value added tax, sales tax or similar taxes which the Customer will pay at the rate and in the manner from time to time prescribed by law.

5. WARRANTIES

- 5.1 Tourism Economics will provide the Research Services with reasonable skill and care.
- 5.1 Because of the uncertainty of future events and circumstances and because the contents are based on data and information provided by third parties upon which Tourism Economics has relied in good faith in producing the Deliverables, Tourism Economics does not warrant that its forecasts, projections, advice, recommendations or the contents of any report, presentation or other document will be accurate or achievable and Tourism Economics will not be liable for the contents of any of the foregoing or for the reliance by the Customer on any of the foregoing.
- 5.3 If the Customer makes or has anyone else make any modification to any of the Deliverables, Tourism Economics will have no further liability or responsibility in respect of that Deliverable, will be released from any obligation to provide any service in respect of that Deliverable, and will be entitled to raise additional charges in return for any services which Tourism Economics does so provide.

6. PROPRIETARY RIGHTS IN THE DELIVERABLES AND CONFIDENTIALITY

- 6.1 Subject to Clauses 6.2 and 6.3, the Intellectual Property in the Deliverables shall be vested in the Customer.
- 6.2 This Agreement will not affect the ownership of any Intellectual Property in any Background. The Intellectual Property in such Background will remain the property of Tourism Economics (or its licensors) and the Customer will keep the Background confidential.



- 6.3 The Customer agrees that it will include in the Deliverables an acknowledgement in a form reasonably satisfactory to Tourism Economics that the Deliverables have been prepared by Tourism Economics.
- 6.4 Tourism Economics agrees to keep confidential and not to use except for the purpose of performing the Research Services, any confidential information which it may receive from or on behalf of the Customer or any confidential information of the Customer which may come into its possession in the course of performing the Research Services.
- 7. DURATION AND TERMINATION**
- 7.1 Despite anything else contained in this Agreement, each party may terminate this Agreement immediately on giving notice in writing to the other party if:
- 7.1.1. the other party commits any breach of any term of this Agreement and in the case of a breach which is not persistent and which is capable of being remedied, has failed, within 30 days after Tourism Economics has requested the Customer in writing, to remedy the breach; or
 - 7.1.2. the other party has a receiver, administrative receiver or an administrator appointed over it or over any part of its undertaking or assets, or it passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if it becomes subject to an administration order, or if it enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun in any jurisdiction, or if it ceases or threatens to cease to carry on business.
- 7.2 Any termination or expiry of this Agreement (however it happens) will not affect any accrued rights or liabilities of either party, nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly, or by implication, intended to come into or to continue in force on or after termination.
- 7.3 Clauses 5, 6, 9 and 10.2 will survive the termination of this Agreement or the completion of the Consultancy Services and continue indefinitely.
- 7.4 Each Term shall automatically renew for subsequent periods of the same length as the initial Term unless either party gives the other written notice of termination at least sixty (60) days prior to expiration of the then-current Term. All renewals will include an annual cost increase in alignment with the annual consumer price index (up to 5%). Annual cost increases will be waived for multi-year renewals.
- 8. DELAYS**
- 8.1 Despite anything else contained in this Agreement, Tourism Economics will not be liable for any delay in performing or failure to perform its obligations caused by circumstances beyond its control (including, without limitation, any act or omission on the Customer's part or on the part of any third party, and any defect, error, fault or deficiency in any software not provided by Tourism Economics or in any equipment), and Tourism Economics will be granted a reasonable extension of time for the performance of its obligations, the reasonableness of that extension to be assessed not only in the context of the project in hand but also in the context of Tourism Economics' other commitments.
- 8.2 Tourism Economics will endeavor to comply with any timetable or dates which Tourism Economics has given to the Customer for the performance of the Consultancy Services and the supply of the Deliverables, but these are estimates only, and Tourism Economics will not be liable for any delay or failure to supply or perform in accordance with that timetable or those dates.
- 9. LIABILITY**
- 9.1 Nothing in this Agreement limits or excludes Tourism Economics' liability for the death or injury of any person caused by Tourism Economics' negligence, or for any fraud.
- 9.2 Subject to Clause 9.1, Tourism Economics will not be liable to the Customer for loss of profits, loss of savings, loss of use, loss of business, loss of opportunity, lost or wasted management time or time of other employees, loss or spoiling of data, loss of contracts, or for any indirect or consequential loss, whether arising from negligence, or breach of contract, or in any other way, even if Tourism Economics was advised of or knew of the likelihood of that loss or type of loss arising.
- 9.3 Subject to Clause 9.1, Tourism Economics' liability to the Customer (whether in contract or tort, including but not limited to negligence, or arising in any other way, and whether or not of a kind foreseeable by Tourism Economics) will be limited to damages which will not exceed, in aggregate, a sum equal to the Charges payable to Tourism Economics by the Customer under this Agreement.
- 9.4 The Customer acknowledges that the above exclusions and limitations on Tourism Economics' liability have been drawn to the Customer's attention and that Tourism Economics is willing to undertake greater liability provided Tourism Economics is able to obtain insurance to cover fully its potential liabilities to the Customer and the Customer pays for that insurance.
- 9.5 Under any relevant privacy legislation, eg GDPR, this acknowledges that Tourism Economics has permission to store user data such as phone numbers, email addresses, as necessary to provide good and timely services. Tourism Economics confirms that this data will not be shared with any third party without permission of the client.
- 10. TOURISM ECONOMICS STAFF**
- 10.1 Although Tourism Economics will endeavor to maintain the continuity of its personnel involved in providing the Research Services to the Customer, Tourism Economics reserves the right to determine which of its employees and consultants performs those services.



10.2 During the period when Tourism Economics is providing the Research Services, or for six months afterwards, the Customer will not: (1) solicit, or endeavor to entice away from, or discourage from being employed or engaged by Tourism Economics, anyone who is or has been involved in the provision of the Research Services or the Deliverables under this Agreement; or (2) employ, engage or endeavor to employ or engage anyone who is employed or engaged by Tourism Economics and is or has been involved in providing the Research Services or the Deliverables under this Agreement.

11. GENERAL

- 11.1 *Notices.* Any notice to be given under this Agreement must be in writing and sent by pre-paid first-class post or international courier to the address of the relevant party set out on the front sheet of this Agreement. A notice sent in accordance with this clause will be deemed to take effect on the second day after the day of posting.
- 11.2 *Headings.* The headings in this Agreement are for ease of reference only and do not affect the interpretation of this Agreement.
- 11.3 *Assignment etc.* No party may assign or otherwise transfer this Agreement or any of its rights or obligations under it, whether in whole or in part.
- 11.4 *Illegal/unenforceable provisions.* If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 11.5 *Waiver of rights.* If a party fails to enforce or delays in enforcing an obligation of any other party, or fails to exercise or delays in exercising a right under this Agreement, the failure or delay will not affect their right to enforce that obligation or constitute a waiver of that right. Any waiver by a party of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 11.6 *No agency etc.* Nothing in this Agreement is intended to create, imply or evidence any partnership or joint venture between the parties or the relationship between any of them of principal and agent. No party has any authority to make any representation or commitment or incur any liability on behalf of any of the others.
- 11.7 *Entire agreement.* This Agreement constitutes the entire agreement between the parties relating to its subject-matter. Each party acknowledges that it has not entered into this Agreement on the basis of or relied on any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each party waives any claim for breach of, or any right to rescind this Agreement in respect of, any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which any party may have to any other (or any right which any party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.
- 11.8 *Variations.* No variation of this Agreement will be effective unless it is made in writing and signed by each party or its authorized representative.
- 11.9 *Third parties.* No person who is not a party to this Agreement has any right to prevent the variation or cancellation of any provision of this Agreement or its or termination, and no person who is not a party to this Agreement may enforce any benefit conferred upon them by this Agreement, unless this Agreement expressly provides otherwise.
- 11.10 *Governing law, etc.* This Agreement will be governed by and construed in accordance with US law. The New York courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement, except that any party may bring proceedings for an injunction in any jurisdiction.

Approved

Authorized Signature for Client

Printed Name and Title

Date

Authorized Signature for TE

Adam Sacks, President, Tourism Economics

Printed Name and Title

February 9, 2023

Date



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Toronto
San Francisco
Houston

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Hong Kong
Tokyo

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www.oxfordeconomics.com

Certificate Of Completion

Envelope Id: 815F51B400164EC091718771219E496E	Status: Sent
Subject: Complete with DocuSign: Zartico CM3395 CAF.pdf, Zartico CM3395 Contract.pdf, Everify.pdf, Zarti...	
Source Envelope:	
Document Pages: 104	Signatures: 16
Certificate Pages: 7	Initials: 9
AutoNav: Enabled	Envelope Originator: Tracy Poore tpoore@nassaucountyfl.com
Envelopeld Stamping: Enabled	IP Address: 50.238.237.26
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	

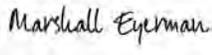
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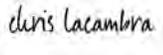
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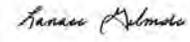
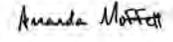
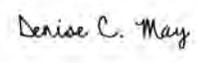
Signer Events

Signer Events	Signature	Timestamp
Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 5/24/2023 1:07:06 PM Viewed: 5/24/2023 1:07:48 PM Signed: 5/24/2023 1:07:59 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Gil Langley glangley@ameliaisland.com Amelia Island CVB Security Level: Email, Account Authentication (None)		Sent: 5/24/2023 1:08:05 PM Viewed: 5/24/2023 2:59:26 PM Signed: 5/24/2023 2:59:47 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Pre-selected Style Using IP Address: 50.196.104.105	

Marshall Eyerman MEyerman@nassaucountyfl.com Assistant County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 5/24/2023 2:59:55 PM Viewed: 5/24/2023 4:09:23 PM Signed: 5/24/2023 4:09:34 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 5/24/2023 4:09:41 PM Viewed: 5/24/2023 4:58:01 PM Signed: 5/24/2023 4:58:10 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director 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: 5/24/2023 4:58:17 PM Viewed: 5/25/2023 4:20:36 PM Signed: 5/25/2023 4:20:45 PM</p>
<p>Amanda Moffett amanda.moffett@zartico.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/25/2023 4:28:23 PM ID: d291b60f-bb76-4c4a-96c9-3097f60f6c5</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 47.202.13.77</p>	<p>Sent: 5/25/2023 4:20:52 PM Viewed: 5/25/2023 4:28:23 PM Signed: 5/25/2023 4:28:33 PM</p>
<p>Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 50.238.237.26</p>	<p>Sent: 6/2/2023 9:37:01 AM Viewed: 6/2/2023 9:39:07 AM Signed: 6/2/2023 9:39:09 AM</p>
<p>Amanda Moffett amanda.moffett@zartico.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/2/2023 11:18:43 AM ID: 001bb5ec-e814-4c61-b8a8-990b0afc6fd1</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 174.211.117.125 Signed using mobile</p>	<p>Sent: 6/2/2023 9:39:16 AM Viewed: 6/2/2023 11:18:43 AM Signed: 6/2/2023 11:19:16 AM</p>
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau 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: 5/25/2023 4:28:40 PM Resent: 6/2/2023 11:19:25 AM Viewed: 5/30/2023 9:55:02 AM Signed: 6/2/2023 11:52:39 AM</p>
<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: 6/2/2023 11:52:48 AM Viewed: 6/2/2023 1:05:20 PM Signed: 6/2/2023 1:05:40 PM</p>

Signer Events	Signature	Timestamp
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Clerk Finance boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)		Sent: 6/2/2023 1:05:47 PM
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Electronic Record and Signature Disclosure:
Accepted: 2/4/2021 9:59:11 AM
ID: 6238f06a-a4ad-4d45-a7f5-929d04629059

Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 6/2/2023 1:05:47 PM Viewed: 6/2/2023 1:36:51 PM Signed: 6/2/2023 1:37:11 PM
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Signature Adoption: Drawn on Device
Using IP Address: 174.212.34.119
Signed using mobile

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 6/2/2023 1:05:48 PM Viewed: 6/2/2023 2:03:29 PM
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AICVB
billing@ameliaisland.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Linda Van Haren
lvanharen@ameliaisland.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/24/2023 1:07:06 PM
Envelope Updated	Security Checked	6/2/2023 9:37:00 AM
Envelope Updated	Security Checked	6/2/2023 9:37:00 AM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	6/2/2023 9:37:00 AM
Envelope Updated	Security Checked	6/2/2023 9:37:00 AM
Envelope Updated	Security Checked	6/2/2023 9:37:00 AM
Envelope Updated	Security Checked	6/2/2023 9:37:00 AM
Envelope Updated	Security Checked	6/2/2023 9:37:00 AM
Envelope Updated	Security Checked	6/2/2023 9:37:00 AM
Envelope Updated	Security Checked	6/2/2023 9:37:00 AM
Envelope Updated	Security Checked	6/2/2023 9:37:00 AM
Envelope Updated	Security Checked	6/2/2023 9:37:00 AM
Certified Delivered	Security Checked	6/2/2023 1:36:51 PM
Signing Complete	Security Checked	6/2/2023 1:37:11 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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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

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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 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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- 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.