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6/25/2024

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BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3704

SECTION 1 - GENERAL INFORMATION Requesting Department: AICVB Telephone: (912) 288-3800 Email	Contact Person: Linda Van Haren		
	State:ZipTitle:Zip	Code:	
SECTION 3 – VENDOR AUTHORIZED SIGNATORY Authorized Signatory Name: Stephen Unkelbach Authorized Signatory Email: stephen@avlproductions.com (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENI	DOR. OFFICER/DIRECTOR WITH AUTHORITY T	O BIND COMPANY	
	PROCURED, PHYSICAL LOCATION, ETC.)		
Procured Method: ■Quotes □ITB □RFP □RFQ □Pi □Other: Amount of Initial Contract Term: \$89,300.13 Amount of Renewal Options (if applicable): Year 1: Year 3: Total Amount of Contract (Initial Term + Renewal Options): \$89,300.13 Account Number: 37523552 548520 DOC Source of Funds: ■County □State □Federal □Other:	Year 2:Year 4:	(Estimate	
County Authorized Signatory: BOCC Chairman County (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)			_mP
	Risk Ma	anager Initials:	
SECTION 6 – AMENDMENT INFORMATION Contract Tracking No:	Amount of this Amendmer	nt:	
APPROVALS PURSUANT TO NASSAI 1. Marshall Eyrmav6/25/2024	U COUNTY PURCHASING POLICY Tanace Helmore 3.	6/25/2024	
Department Head/Contract Manager Date 2. Uris Lacambra 6/25/2024	Procurement (Signature required only if procurement) Lewise . Way 7/4.	Date trelated) 1/2024	a.s
Office of Mgmt. & Budget Date	County Attorney	Date	7/1/202
COUNTY MANAGER – FINAL	L SIGNATURE APPROVAL 7/1/2024		

CONTRACT FOR PRODUCTION STAGE 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 AVL Productions, Inc., located at 3500 Beachwood Ct. Suite 104, Jacksonville, FL 32224, hereinafter referred to as the "Vendor" on the day and year last written below (hereinafter "Effective Date").

WHEREAS, the County received quotes for stage production services, on or about April 24, 2024 for the 2024 Dickens on Centre event to be held on December 13, 14, 15th 2024 in the City of Fernandina Beach; and

WHEREAS, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

WHEREAS, all terms and conditions of the County's request for quote/bid/proposal and the Vendor's response are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the *Vendor's Price Sheet/Quote* is attached hereto as Exhibit "A" and made a part hereof.

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 incorporated into and made part of this Contract:

Exhibit "A" VENDORS PRICE SHEET/QUOTE

Exhibit "B" INSURANCE REQUIREMENTS

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

3.1 The Vendor shall provide the goods and/or services further described in the *Vendors*

Price Sheet/Quote, 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 provide the goods and/or services as contained in the

Vendors Price Sheet/Quote in a timely and professional manner in accordance with specifications

referenced herein.

SECTION 4. Payment and Invoicing.

4.1 The County shall pay the Vendor in an amount of Eighty-Nine Thousand, Three

Hundred Dollars and 13/100 (\$89,300.13) for the goods and/or services referenced in Exhibit "A"

with a 50% deposit due upon full execution of this Contract in order to secure the date and

equipment list for the 2024 Dickens on Centre event. The remaining 50% of the payment amount

will be due upon work completion. The Vendor shall submit a copy of all invoices to

invoices@nassaucountyfl.com and to billing@ameliaisland.com for payment. The invoice

submitted shall include the contract number referenced 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 goods and/or services have been

received, inspected and accepted by the County in the quantity and/or quality ordered. The County

shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice,

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. The Vendor shall honor all purchase orders

or work authorizations issued prior to the expiration of the term of this Contract.

SECTION 5. Acceptance of Goods and/or Services.

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are made.

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5.1 Receipt of goods and/or services shall <u>not</u> 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 goods and/or services 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 goods and/or services on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate on January 1, 2025. The County Manager is hereby authorized to execute any Contract amendment and/or modification upon approval by the County Attorney's Office. Any amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

6.2 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 7. Firm Prices.

7.1 Prices for goods and/or services 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 8. Funding.

8.1 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 9. Expenses.

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or

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 10. Taxes, Liens, Licenses and Permits.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to

pay any taxes on the goods and/or services provided 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.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide

goods and/or 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.

10.3 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 11. Governing Law, Venue and Compliance with Laws.

11.1 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.

11.2 The Vendor shall comply with applicable regulatory requirements including federal,

state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 12. Change Orders.

12. 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 13. Modifications.

13.1 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 14. Assignment and Subcontracting.

14.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Contract

without the prior written consent of the County.

14.2 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 as a result thereof. 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.

14.3 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 15. Severability.

15.1 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 16. Termination for Default.

16.1 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.

16.2 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 17. Termination for Convenience.

17.1 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 goods

and/or services 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 18. Force Majeure.

18.1 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,

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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.

18.2 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 goods

and/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 goods and/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 19. Access and Audits of Records.

19.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs

incurred in providing the goods and/or services 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 20. Public Emergencies.

20.1 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 goods and/or

services. The County expects to pay a fair and reasonable price for all goods and/or services rendered

or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 21. Probationary Period.

21.1 The first ninety (90) days of this Contract are to be considered a "probationary period."

Notwithstanding Sections 16 and 17 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 provide the goods and/or 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 provide goods and/or services for others; ((b) the Vendor has the right to provide

the goods and/or services required by this Contract; and (c) the Vendor has the right to hire

assistants as subcontractors, or to use employees to provide the goods and/or services required by

this Contract pursuant to Section 14 hereinabove.

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.

24.2 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 is 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.

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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 the goods and/or 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 provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the 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 Page 13 of 20

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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 goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the 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.

27.8 In reference to any public records requested under this Contract, the Vendor shall

identify and mark specifically any information which the Vendor considers confidential and/or

proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which

the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law

and including a brief written explanation as to why the cited Statute is applicable to the information

claimed as confidential and/or proprietary information. All materials shall be segregated and

clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

27.9 In conjunction with the confidential and/or proprietary information designation, the

Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a

notice from the County immediately, but no later than 10 calendar days from the date of

notification or the Vendor shall be deemed to have waived and consented to the release of the

confidential and/or proprietary designated materials.

27.10 The Vendor further agrees that by designation of the confidential/proprietary

material, the Vendor shall defend the County (and its employees, agents and elected and appointed

officials) against all claims and actions (whether or not a lawsuit is commenced) related to the

Vendor's designation of the material as exempt from public disclosure and to hold harmless the

County (and its employees, agents and elected and appointed officials) from any award to a

plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or

action related to the Vendor's designation of material as exempt from public disclosure.

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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. Scrutinized Companies and Public Entity Crimes.

29.1 The Vendor is directed to the Florida Public Entities Crime Act, Section 287.133,

Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies,

and represents to County that the Vendor is qualified to transact business with public entities in

Florida, and to enter into and fully perform this Contract subject to the provisions stated therein.

Failure to comply with any of the above provisions will be considered a material breach of the

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

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DocuSign Envelope ID: B9CDEC8B-781A-4E80-8DD4-81AB64EE07E4

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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

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: OMB Director

96135 Nassau Place

Yulee, Florida 32097

Vendor:

AVL Productions, Inc.

Attn: Stephen Unkelbach

3500 Beachwood Ct. Suite 104

Jacksonville, FL 32224

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 on 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 and/or services 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 the goods and/or services provided prior to the termination date.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed

an original on the day and year last written below.

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Revised 1-14-2024

MACCATI	COUNTY,	TT	ODIDA
NASSAU	COUNTY.	rL	OKIDA

By: Taco Pope
Its: County Manager
Date: 7/1/2024

Approved as to form and legality by the Nassau County Attorney

Denise C. May

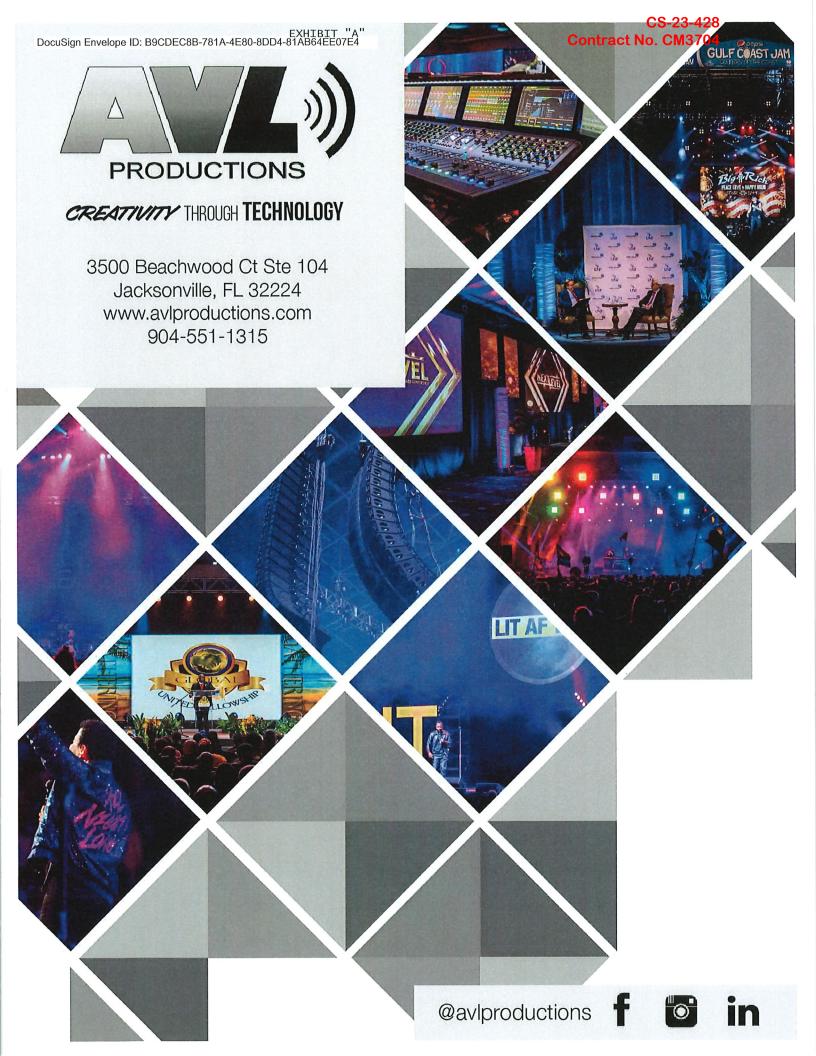
DENISE C. MAY

AVL Productions, Inc.

By:____Stephen Unkelbach

Its: ____

Date: _____6/27/2024





3500 Beachwood Ct. Suite 104 Jacksonville, FL 32224 Phone: 904.551.1315

Fax: 904.683.4230 www.avlproductions.com

Quote

Quote Number: 24-0156 AIVCB | Dickens on Centre 2024

Client

Amelia Island Visitors Center Bureau 2398 Sadler Road Suite 200 Fernandina Beach, FL 32034 Mariela Murphy

Phone: (904) 277-4369

Email: mmurphy@ameliaisland.com

1/4 inch TS

Venue / Site

Centre Street

Downtown Fernandina Beach Fernandina Beach, FL

Account Manager	Shipping Method	Customer PO	Terms	Tax Rule	Valid Until
Jillian DePriest	Box Truck		50% Dep / 50% Day	Tax Exempt	
			Of		

Ship Date	Load In	Show Start	Load Out	Return Date	Discount
12/12/2024 8:00 PM	12/12/2024 8:00 PM	12/13/2024 5:00 PM	12/15/2024 5:30 PM	12/15/2024 5:00 PM	30%

Туре	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Festival Entra	ance &	Cutout Lighting					
Rental	8	Chauvet COLORdash Par-H12 IP	2 on the cutouts behind photo booth 1 per cutout down on Centre Street 2 at the gate entering Enchanted Village	1	Day Rate	60.00	480.00
Rental	1	String Light 48' 15 light	1 strand hung inside the photo booth at the entrance (make sure it is hidden)	1	Day Rate	125.00	125.00
Rental	1	10' Schedule 40 Pipe	Behind the Photo Booth	1	Day Rate	26.25	26.25
Rental	2	AVL - BLACK/BLUE SAND BAGS		1	Day Rate	10.50	21.00
Rental	1	Base Boom - Threaded Schedule 40 Bases	0	1	Day Rate	26.25	26.25
Rental	5	Chauvet COLORdash Par-H12 IP	2 as uplights per entrance gate 1 on Pipe and base behind Photo Booth at Entrance pointing towards Sleigh	1	Day Rate	60.00	300.00
Rental	1	Cable Package	Edison cables 25' 50' and 100'	1	Day Rate	80.00	80.00
		F	estival Entrance & Cutout Li	ghting			\$1,058.50
						% Discount:	\$317.54
			Festival En	trance	& Cutout Light	ing Total:	\$740.96
Ambient Sou							
Rental	8	QSC K8.2		1	Day Rate	80.00	640.00
Rental	8	IEC Cable - D Plug		1	Day Rate	0.37	2.96
Rental	8	Stereo Breakout 3.5 mm TRS to Du	al	1	Day Rate	7.95	63.60

Type Rental	Qty. 1	Description Power Cable Package	Note 100' Edison, 50' Edison, 25' Edison, Edison Tri-Taps	Time 1	Rate Day Rate	Price 80.00	Price Ext. 80.00
			Ambient Sound Co	entre St	Total Before D	iscount:	\$786.56
			,	Ambient	30° Sound Centr	% Discount: e St Total:	\$235.97 \$550.59
Centre St N	lain Sta	ge					
Rental	15	4' X 8' @ 2-3' STAGE	24' x 20' Stage at 3' 6" high	1	Day Rate	78.75	1,181.25
Rental	15	StageRight ME-1000 4 x 8 Deck					
Rental	12	Stage Right ME-1000 Stage Riser 3'-4' tall					
Rental	12	Stage Right Diag. Brace (White) 3'-4'					
Rental	12	Stage Right Diag. Brace (YELLOW) 2'-3'					
Rental	4	LOCATOR SINGLE (RED)					
Rental	12	LOCATOR SINGLE DOUBLE (ORANGE)					
Rental	8	LOCATOR SINGLE QUAD (GREEN)					
Rental	3	4' level					
Rental	2	squeege					
Rental	4	StageRight 4' Rail		1	Day Rate	13.12	52.48
Rental	3	StageRight Backrail	LONG	1	Day Rate	26.25	78.75
Rental	2	EZ Lift Step 32-48"		1	Day Rate	140.00	280.00
Rental	9	4'x8' STAGE SKIRTING PLEATED		1	Day Rate	21.00	189.00
Rental	10	Cable Ramps		1	Day Rate	10.00	100.00
Rental	3	Black Outdoor P&D 12' x 16' (Price per drape)		1	Day Rate	157.50	472.50
Rental	3	7'-12' Black P&D Cross - 7'-12'		1	Day Rate	5.00	15.00
Rental	4	8'-20' Black P&D Uprights - 8'-20'		1	Day Rate	5.00	20.00
Rental	4	Black 35lbs P&D Base - 18"x18"x3/8"		1	Day Rate	5.00	20.00
			Centre St Ma	in Stage	Total Before I	Discount:	\$2,408.98
					30	% Discount:	\$722.68
				Cer	ntre St Main S	tage Total:	\$1,686.30
Centre St N	lain Sta	ge Audio					
Rental	16	L-Acoustics KARA II Line Array Loudspeaker	Hang 8 a side	1	Day Rate	94.50	1,512.00
Rental	4	L'Acoustics KS28 Subwoofer	GS 2 per side	1	Day Rate	157.50	630.00
Rental	4	L-Acoustics 5XT	Front Fills	1	Day Rate	42.00	168.00
Rental	5	L-Acoustics X15HQ Monitor Speaker	wedges	1	Day Rate	115.50	577.50
Rental	5	L-Acoustics LA-RAK II		1	Day Rate	472.50	2,362.50
Rental	2	SUMNER LIFT 20'	Hang KARA 8 per side	1	Day Rate	210.00	420.00
Rental	2	Kara M-Bar					
Rental	1	Kara II Bump Case		1	Day Rate	105.00	105.00
Rental	1	Kara II SL Hang Box					
Rental	1	Kara II SR Hang Box					
Rental	1	Kara II Power Distro	Kara Power Distro	1	Day Rate	157.50	157.50
Rental	1	Kara II Audio Feeder Case		1	Day Rate	100.00	100.00
Rental	1	Kara FOH Loom		1	Day Rate	100.00	100.00
Rental	1	Ramtech Split		1	Day Rate	260.00	260.00
Rental	1	Behringer Wing Digital Mixing Console	FOH Audio Console	1	Day Rate	300.00	300.00
Rental	1	Mic Stand Kit (Double Band)		1	Day Rate	155.00	155.00
Rental	1	Mic Box 3 BLUE		1	Day Rate	262.50	262.50
Rental	1	100' XLR Snake - 12 Channel 4 Return		1	Day Rate	52.50	52.50
Rental	2	Shure Axient 8-Channel Rack		1	Day Rate	1,260.00	2,520.00
Rental	1	Shure ULXD Wireless 2CH COMBO		1	Day Rate	168.00	168.00
		3/2	2/2024 12:39 PM				Page 2 of 9

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Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Rental	11	PylePro PMEMS10	I WiI-	1	Day Rate	10.50	115.50
Rental	2	COUNTRYMAN E6 HEADSET MIC (SHURE)	Jason Woods	1	Day Rate	45.00	90.00
Rental	1	Feeder TurnARound- F>F		1	Day Rate	1.00	1.00
Rental	1	Feeder TurnArounds- M>M		1	Day Rate	1.00	1.00
Rental	1	Audio Cable Package	XLR, NL4, Edison, Power Strips	1	Day Rate	180.00	180.00
			Centre St Main Stag	e Audio	Total Before D	Discount:	\$10,238.00
					30)% Discount:	\$3,071.40
			Ce	entre St	Main Stage A	udio Total:	\$7,166.60
Centre St N	lain Stag	ge Lighting					
Rental	1	GrandMA2 Light Lighting Console		1	Day Rate	787.50	787.50
Rental	1	300' LX Snake - 300'		1	Day Rate	157.50	157.50
Rental	1	Lighting Power Distro 1		1	Day Rate	157.50	157.50
Rental	1	50' 2/0 LX FEEDER CASE		1	Day Rate	105.00	105.00
Rental	8	Chauvet Rogue Outcast 2X Wash		1	Day Rate	150.00	1,200.00
Rental	8	L6-20 TO TRUCON		1	Day Rate	2.75	22.00
Rental	2	Chauvet Maverick Storm 4 Profile	ip65 1250w led spot fixture	1	Day Rate	325.00	650.00
Rental	1	Wireless DMX Transmitter	For Colordashes on cutout lights	1	Day Rate	52.50	52.50
Rental	6	Chauvet ColoRADO 3 Solo	uplights	1	Day Rate	78.75	472.50
Rental	1	L6-20 TO TRUCON		1	Day Rate	2.75	2.75
Rental	10	V Tower Ballast Block		1	Day Rate	10.00	100.00
Rental	4	BASE PLATE LARGE- Metal		1	Day Rate	52.50	210.00
Rental	2	BLACK- TRUSS 5' 12" x 18" BOX	15' truss ground stacked back stage	1	Day Rate	52.50	105.00
Rental	12	Truss Bolt					
Rental	4	BLACK TRUSS 10' 12"x18" BOX	2 front of stage 2 back stage	1	Day Rate	105.00	420.00
Rental	12	Truss Bolt					
Rental	4	6' Schedule 40 Pipe		1	Day Rate	52.50	210.00
Rental	4	Truss Top Pad - Wood		1	Day Rate	25.00	100.00
Rental	1	Ultratec Radiance Hazer		1	Day Rate	78.75	78.75
Rental	1	Filled Fluid Tank					
Rental	2	Antari Snow Machine (DMX)	1 SL Elevated 1 SR Elevated For end of show	1	Day Rate	131,25	262.50
Rental	1	Lighting Cable Package	DMX cables, a lot of them!	1	Day Rate	150.00	150.00
			Centre St Main Stage L	_ighting		Discount: D% Discount:	\$5,243.50 \$1,573.04
			Centi	re St Ma	ain Stage Ligh		\$3,670.46
Main Stage l	Producti	on Items		•	2 0	_	
Rental	2	SANDBAG CASE	Used for safety	1	Day Rate	35.00	70.00
Rental	2	Production Tents	FOH Tent and Stage Manager Tent				
Rental	8	Anchoring Bucket					
Rental	1	Motorola XPR 3300 - 6 Pack	Charge before sending	1	Day Rate	315.00	315.00
Rental	6	Motorola Digital XPR 3300 UHF Radio		1	Day Rate	52.50	315.00
Rental	1	6 Radio Motorola Charging Station					
Rental	12	Motorola Biscuit Speaker					
Rental	4	Lighting Ladder					
Rental	4	8' Ladder - 8ft					
			Main Stage Production	n Items		Discount: D% Discount:	\$700.00 \$210.00

						4444	,
Type	Qty.	Description	Note	Time		Price	Price Ext.
			1	Main Stag	ge Production	Items Total:	\$490.00
Enchanted Caf							
Rental	16	Festoon Strands		1	Day Rate	40.00	640.00
Rental	40	Chauvet Festoon Bulb		1	Day Rate	2.00	80.00
Rental	4	Chauvet Festoon Brain					
Rental	4	Chauvet Festoon IP Extension Cable					
Retail	1	Aircraft Cable					
Rental	1	Air Wall Hanger					
Rental	5	Chauvet COLORdash Par-H12 IP	2 uplights per each pillar at enchanted village entrance 1 hung on truss facing hostess tab	i	Day Rate	60.00	300.00
Rental	2	BLACK TRUSS 10' 12"x18" BOX		1	Day Rate	105.00	210.00
Rental	8	Truss Bolt					
Rental	2	BASE PLATE LARGE- Metal		1	Day Rate	52.50	105.00
Rental	2	Truss Top Pad - Wood		1	Day Rate	25.00	50.00
Rental	2	Ultratec True North Snow Machine (NonDMX)		1	Day Rate	131.25	262.50
		,	anted Cafe Village	2nd St			\$1,647.50
			Ench	anted Cat	e Village 2n	30% Discount: d St S Total:	\$494.25 \$1,153.25
2nd St Stage							
Rental	12	StageRight ME-1000 4 x 8 Deck	24' x 16' @ 2' high	n 1	Day Rate	78.75	945.00
Rental	12	Stage Right ME-1000 2'-3' Tall					
Rental	12	Stage Right Diag. Brace (YELLOW) 2'-3'					
Rental	12	Stage Right Horizontal Brace (Green)					
Rental	4	LOCATOR SINGLE QUAD (GREEN)					
Rental	4	LOCATOR SINGLE (RED)					
Rental	2	LOCATOR Double Doubles (YELLOW)					
Rental	2	LOCATOR DOUBLE QUAD (BLUE)					
Rental	8	LOCATOR SINGLE DOUBLE (ORANGE)					
Rental	4	StageRight 4' Rail		1	Day Rate	13.12	52.48
Rental	3	StageRight Backrail	LONG	1	Day Rate	26.25	78.75
Rental	7	2'x8' STAGE SKIRTING Plain	LONG	1	Day Rate Day Rate	18.00	126.00
				-			
Rental	2	Step Units 21"-29"		1	Day Rate	26.25	52.50
Rental	1	4' level					
Rental Rental	1 2	squeege Production Tents	FOH Tent + Stage				
Rental	2	Froduction rents	Manager Tent				
			2n	nd St Sta	ge Total Befo		\$1,254.73
						30% Discount: Stage Total:	\$376.41 \$878.32
2nd St Audio							
Rental	1	MIDAS M32		1	Day Rate	288.75	288.75
Rental	1	Midas DL32					
Rental	6	L-Acoustics ARCS II	GS 3 a side	1	Day Rate	131.25	787.50
Rental	4	L'Acoustics KS28 Subwoofer	GS 2 a side	1	Day Rate	157.50	630.00
Rental	1	Mic Box 4 PURPLE		1	Day Rate	210.00	210.00
Rental	5	L-Acoustics X15HQ Monitor Speaker		1	Day Rate	115.50	577.50
Rental	4	L-Acoustics 5XT		1	Day Rate	42.00	168.00
Rental	2	L-Acoustics LA-RAK II		1	Day Rate	472.50	945.00
Rental	1	L'ACOUSTIC POWER DISTRO		1	Day Rate	157.50	157.50
Rental	1	Shure Axient 8-Channel Rack		1	Day Rate	1,260.00	1,260.00
Rental	1	Shure ULXD Wireless Single COMBO		1	Day Rate	84.00	84.00
Rental	1	Mic Stand Kit (Double Band)		1	Day Rate	155.00	155.00
Romai		·	1/0004 40:00 DM	J	Day Nate	100.00	
		3/22	2/2024 12:39 PM				Page 4 of 9

						Quoto (Quoto Hu	111501. 21 0100)
Type	Qty.	100 to	Note	Time	Rate	Price	Price Ext.
Retail	1	AA Batteries 1 Pack of 4		1	Rate	4.00	4.00
Rental	1	Audio Cable Package	Feeder, XLR, DO, Edison	1	Day Rate	125.00	125.00
			2nd 5	St Audio	o Total Before	Discount:	\$5,392.25
				•		0% Discount:	\$1,617.67
					2nd St	Audio Total:	\$3,774.58
2nd St Light	ting						
Rental	2	Antari Snow Machine (DMX)	S-200X Silent Snow Machine	1	Day Rate	131.25	262.50
Rental	1	Lighting Power Distro 2		1	Day Rate	157.50	157.50
Rental	1	100' 4/0 FEEDER CASE		1	Day Rate	105.00	105.00
Rental	1	Net-X 1		1	Day Rate	105.00	105.00
Rental	1	Avolite Quartz Lighting Console		1	Day Rate	315.00	315.00
Rental	1	15' DMX 5 Pin Cable		1	Day Rate	2.10	2.10
Rental	8	Chauvet Rogue Outcast 2X Wash		1	Day Rate	150.00	1,200.00
Rental	8	L6-20 TO TRUCON		1	Day Rate	2.75	22.00
Rental	4	Chauvet ColoRADO 3 Solo	uplights	1	Day Rate	78.75	315.00
Rental	4	L6-20 TO TRUCON	, ,	1	Day Rate	2.75	11.00
Rental	4	Truss Top Pad - Wood		1	Day Rate	25.00	100.00
Rental	2	10' Schedule 40 Pipe		1	Day Rate	26.25	52.50
Rental	2	TRUSS 10' 12"X12" BOX		1	Day Rate	105.00	210.00
Rental	8	Truss Bolt			,		
Rental	2	TRUSS 5' 12"X12" Box		1	Day Rate	52,50	105.00
Rental	8	Truss Bolt					
Rental	2	BASE PLATE LARGE- Metal		1	Day Rate	52.50	105.00
Rental	4	V Tower Ballast Block		1	Day Rate	10.00	40.00
			2nd St I	•	Total Before		\$3,107.60
						0% Discount:	\$932.28
						ghting Total:	\$2,175.32
Dickens Afte	r Dark	Lesesne House				3	,-,
Rental	4	12' Lighting Pipe Tree		1	Day Rate	52.50	210.00
Rental	4	8' Schedule 40 Pipe			,		
Rental	4	4' Schedule 40 Pipe					
Rental	4	Base Boom - Threaded Schedule 40					
		Bases					
Rental	10	AVL - BLACK/BLUE SAND BAGS	SAND BAGS for safety	1	Day Rate	10.50	105.00
Rental	16	Chauvet COLORdash Par-H12 IP		1	Day Rate	60.00	960.00
Rental	1	Chamsys MagicQ MQ70 Compact Console		1	Day Rate	450.00	450.00
Rental	2	QSC K12 Powered Speaker		1	Day Rate	78.75	157.50
Rental	2	SPEAKER STANDS		1	Day Rate	2.62	5.24
Rental	1	Shure ULXD 4CH Combo w/ Wireless Microphones		1	Day Rate	336.00	336.00
Retail	1	24 Pack AA Batteries		1	Rate	22.00	22.00
Rental	4	ULXD - UR2					
Rental	2	IEC Cable - D Plug		1	Day Rate	0.37	0.74
Rental	1	MIDAS M32		1	Day Rate	288.75	288.75
Rental	1	Midas DL32		1	Day Rate	52.50	52.50
Rental	1	Cable Package	XLR, NL4, DMX,	1	Day Rate	80.00	80.00
		•	Edison		•		
		Dicken	s After Dark Lesesne I	House T	otal Before D	iscount:	\$2,667.73
					30	0% Discount:	\$800.31
			Dickens Aft	er Dark	Lesesne Ho	use Total:	\$1,867.42
Tiny Tim's Ki							
Rental	16	Chauvet COLORdash Par-H12 IP		1	Day Rate	60.00	960.00
Rental	16	L6-20 TO TRUCON		1	Day Rate	2.75	44.00
		3/2	22/2024 12:39 PM				Page 5 of 9

Туре	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Rental	4	12' Lighting Pipe Tree	SAND BAGS for safety	1	Day Rate	52.50	210.00
Rental	4	8' Schedule 40 Pipe					
Rental	4	4' Schedule 40 Pipe					
Rental	4	Base Boom - Threaded Schedule 40 Bases					
Rental	4	String Light 48' 15 light		1	Day Rate	125.00	500.00
Rental	2	Antari Snow Machine (DMX)	S-200X Silent Snow Machine	1	Day Rate	131.25	262.50
Rental	2	BLACK TRUSS 10' 12"x18" BOX		1	Day Rate	105.00	210.00
Rental	8	Truss Bolt					
Rental	2	Truss Top Pad - Wood		1	Day Rate	25.00	50.00
Rental	2	Base Plate Large - Wood		1	Day Rate	52.50	105.00
Rental	4	Chauvet COLORdash Par-H12 IP	Santa Clause Lighting	1	Day Rate	60.00	240.00
Rental	4	100' L6-20 -> TRUCON					
Rental	12	Chauvet WELL Fit	Santa Claus Lighting	1	Day Rate	52.50	630.00
Rental	1	Cable Package	Edison, DMX, power strips + tri taps	1	Day Rate	80.00	80.00
				ids Zone	Total Before	Discount:	\$3,291.50
			•)% Discount:	\$987.45 \$2,304.05
3rd St Alley	Video \	Wall			•		
Rental	50	Absen X5 - 500mmx562mm	10 panels wide by 5 panels high = 50 panels total Wall width: 16' 4.85" by Wall height: 9' 2.73" Resolution: Horizontal: 960 pix by Vertical: 540 pix Aspect Ratio: 1.78:1	1	Day Rate	105.00	5,250.00
Rental	50	Absen TruCon 3' Jump	, repost ration in orr				
Rental	50	Absen Ethercon 3' Jump					
Rental	1	Absen Video Pro-HD		1	Day Rate	525.00	525.00
Rental	1	Atem Mini		1	Day Rate	75.00	75.00
Rental	2	Apple Macbook Pro 13" Show Laptop	1 Main 1 Redundant	1	Day Rate	157.50	315.00
Rental	1	Video Power Distro		1	Day Rate	157.50	157.50
Rental	1	4 GAUGE FEEDER CASE		1	Day Rate	100.00	100.00
Rental	1	Feeder TurnARound- F>F		1	Day Rate	1.00	1.00
Rental	1	Feeder TurnArounds- M>M		1	Day Rate	1.00	1.00
Rental	1	Mackie 1402 Audio Mixer		1	Day Rate	78.75	78.75
Rental	2	Decimator MD-HX		1	Day Rate	52.50	105.00
Rental	2	Decimator MD-HX Power Supply			-		
Rental	2	L-ACOUSTICS SYVA COLINEAR SOURCE SYSTEM		1	Day Rate	236.25	472.50
Rental	2	L-ACOUSTICS SYVA LOW COLINEAR SOURCE SYSTEM		1	Day Rate	236.25	472.50
Rental	2	L-ACOUSTICS SYVA BASE		1	Day Rate	25.00	50.00
Rental	1	L-ACOUSTICS LA4X CONTROLLER		1	Day Rate	157.50	157.50
Rental	2	L-Acoustics SB18		1	Day Rate	105.00	210.00
Rental	2	50' Edison Cable		1	Day Rate	3.78	7.56
Rental	3	Edison Power Strip		1	Day Rate	0.63	1.89
Rental	1	10 Panels x 5 Panels GS		1	Day Rate	575.75	575.75
			2/2024 12:39 PM	-	y		Page 6 of 9

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Туре	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Rental	6	4 panel Upright					
Rental	3	DBL SPACER RED					
Rental	2	DBL SPACER YELLOW					
Rental	12	1/2 COUPLER ADAPTER CLAMPS					
Rental	12	AVL - BLACK/BLUE SAND BAGS	For Safety	1	Day Rate	10.50	126.00
Rental	2	4' X 8' @ 2-3' STAGE	4' x 16' at 2' High	1	Day Rate	78.75	157.50
Rental	2	StageRight ME-1000 4 x 8 Deck					
Rental	4	Stage Right ME-1000 2'-3' Tall					
Rental	4	Stage Right Diag. Brace (YELLOW) 2'-3'					
Rental	4	Stage Right Horizontal Brace (Green)					
Rental	4	LOCATOR SINGLE (RED)					
Rental	2	LOCATOR Double Doubles (YELLOW)					
Rental	2	4' level					
Rental	1	squeege					
Rental	2	2'X8' STAGE SKIRTING NON PLEATED		1	Day Rate	18.00	36.00
Rental	1	10 x 10 White Tent			Day Nato	10.00	00.00
rtomai	·	TO X TO WING TOIK	3rd St Alley Vic	deo Wall			\$8,875.45
				3rd S	30° t Alley Video	% Discount: Wall Total:	\$2,662.63 \$6,212.82
Expendables					,		•
Retail	4	Antari Snow Fluid 4L	Expendable - Tiny Tim Kids Zone	1	Rate	34.32	137.28
Retail	4	Antari Snow Fluid 4L	Expendable - 2nd St Stage	1	Rate	34.32	137.28
Rental	1	Radiance - Luminous 7 Haze Fluid 4 Liter	Expendable - Main Stage Jason Woods		Each	119.73	119.73
Retail	4	Antari Snow Fluid 4L	Expendable - Main Stage Jason Woods	1	Rate	34.32	137.28
Rental	4	Quick Dissipating Fluid	Expendable - Main Stage Jason Woods	1	Day Rate	33.00	132.00
Retail	8	Ultratec True North Snow Fluid 4L	Expendable - Enchanted Cafe	1	Rate	60.00	480.00
			Literianted Gale		Expend	ables Total:	\$1,143.57
Power							
Rental	2	36k Generator	1 Unit Main Stage 1 Unit 2nd St Stage	1	Rate	1,335.10	2,670.20
Rental	2	20k Generators	Unit Pocket Park Unit Tiny Tims	1	Day Rate	806.45	1,612.90
Rental	3	Cam Tails	·	1	Day Rate	68.90	206.70
Retail	1	Diesel Fuel		1	Day Rate	500.00	500.00
Rental	1	Delivery and Pickup Surcharges		1	Rate	1,136.09	1,136.09
rtoritai	•	Donvery and Florap Caronarges			rato	Power:	\$6,125.89
Labor							-
Directors/Leads	1	Project Manager	Jillian DePriest - Project Manager				
		Load In, Operate, Load Out	,				
Directors/Leads	1	Event Technician	Kevin Cann - Floater to relieve positions, fill snow machines, address any challenges Friday Project Manager for				
			Saturday and Sunday				
		Load In, Operate, Load Out					

CS-23-428 Contract No. CM3704

Quote (Quote Number: 24-0156)

Туре	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Audio Labor	1	FOH Technician	Beau Brown - Main Stage Audio Friday, Saturday, Sunday	70	, tate	71100	77100 2/44
		Load In, Operate, Load Out					
Audio Labor	1	Stage Manager	Meghan Sarff - Main Stage Manager Friday, Saturday, Sunday				
		Load In, Operate, Load Out					
Lighting	1	Lighting Technician	Andre Rossmanith - Main Stage Lighting Thursday, Friday, Saturday, Sunday				
		Load In, Operate, Load Out					
Video Labor	1	Video Wall Technician	Joshua Greene - 3rd St Video Wall Thursday, Friday, Saturday, Sunday				
		Load In, Operate, Load Out					
Audio Labor	1	FOH Technician Load In, Operate, Load Out	2nd St Stage				
Audio Labor	1	Stage Manager Load In, Operate, Load Out	2nd St Stage				
Lighting	1	Lighting Technician Load In, Operate, Load Out	2nd St Stage				
Technician	1	System Technician	Friday and Saturday - Dickens After Dark				
Travel	10	Load In, Operate, Load Out Per Diem					
Show	8	Event Services					
Expense	O	Event del vides					
Technician	10	Stage Hand Load In, Setup	Thursday Night				
Technician	16	Stage Hand Load In, Setup	Friday Morning				
Technician	16	Stage Hand Load Out	Sunday night				

Labor Total: \$48,610.00

50% payment on agreement to hold dates and equipment. Balance due on completion of work.

CS-23-428 Contract No. CM3704

Quote (Quote Number: 24-0156)

Legal:

Equipment cannot be reserved until a signed contract is received.

Please note these items are not included in this quote:

*All payments made with a credit card will be assessed a 3.5% convenience fee based on the total payment per transaction. *Permit fees.

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

*House Fees: rigging, power, freight charges, and internet fees *House Production Labor. Ex. load in/out supervisor and rigging labor.

*Labor is estimated and will be updated to the hours worked on the final invoice. Overtime and double-time charges will be added if labor falls under the following:

- Overtime will be applied between the hours of 12midnight 8 am
- Overtime will be applied after 8 consecutive hours of work
- Doubletime will be applied after 14 consecutive hours of work
- *A Meal Penalty will be applied at the overtime rate if technicians are not offered one of the following every 4 hours:
 - A 1-hour walk away, unpaid lunch break
 - 30-minute paid lunch break with the meal provided

Notes:

Thursday, 12/12 – set-up after the Illuminated Procession (just like 2023) around 8pm

Friday, 12/13 – set-up/load-in starting at 8am; festival opens at 5pm; hours 5-9pm

Saturday, 12/14 – festival hours 10a-9p

Sunday, 12/15 – festival hours 10a-3p (note earlier closing); load-out starting at 5pm when PD gives us the "all-clear".

Subtotal:	\$88,550.13
Sales Tax:	\$0.00
Delivery and Pickup:	\$750.00
Total:	\$89,300.13
Balance Due:	\$89,300.13

[&]quot;Must keep same crew" per Mariela.



GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit \$1,000,000
Personal & Advertising Injury Limit \$1,000,000
Products & Completed Operations Aggregate Limit \$2,000,000

General Aggregate Limit (other than Products &

Completed Operations) Applies Per Project

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two - Employer's Liability Insurance

Bodily Injury By Accident\$500,000 Each AccidentBodily Injury By Disease\$500,000 Policy LimitBodily Injury By Disease\$500,000 Each Employee

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident

\$1,000,000

\$2,000,000

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

^{*}If leased employees are used, policy must include an Alternate Employer's Endorsement

Certificates of Insurance and the insurance policies required for this Agreement shall contain -

- Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.
 - > Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).
 - > CGL policy for construction related contracts -
 - Additional Insured Endorsement must include Ongoing and Completed
 - CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition
 - CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract
- Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.
- Provision that policies, except Workers' Compensation, are primary and noncontributory.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

Clerk: 7/2/2024

TDC REQUISITION FORM 2024

VENDOR NAME & ADDRESS

Vendor	AVL Productions, Inc.	NASSAU COUNTY				DEPARTMENT		
Address	3500 Beachwood Ct. Suite 104 Jacksonville, FL 32	FL 32 BOARD OF COUNTY COMMISSIONERS				OMB / TDC		
- "		96135 Nassau Place Suite 1			, ,		0111	
Email Phone	stephen@avlproductions.com 904.551,1315		Yulee, FL 3209	37	REQ	UESTED BY:	Gil Langley	
VENDOR NUMBER		DER NUMBER	PURCHASE ORDE	R DATE	PURCHASE ORDER TO	TAL DISCOUNT TE	RMS	
DATE	OFGODOTON	lauwring.	Luirppior	House	FIND 1999			
DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	FUND ACCC	OUNT NUMBER		
4/15/2024	Production Stage Services for Dickens on Cen	tre 1		\$89,300.13	3	7523552-548520 DC	OC	
	50% in FY24 on contract execution			\$ -				
	50% in FY25 on completion of work			\$ -				
	Please create PO for full amount and we will rollov	ver.		\$ -				
				\$ -				
				\$ -				
				\$ -				
				\$ -				
				\$ -				
	P							
	Purchasing Process							
	Competitive Written Quotes \$10,000-\$100,000							
ORIGINAL - FI	NANCE							
COPY- DEPAR	RTMENT			Shippi		-		
D	West / Managhar A sout			То	tal: \$89,300 .	.13		
-	Head / Managing Agent to the best of my knowledge, this requistition reflects accur	rate information by	us haan raviawa	d hudgeted for and f	allows the Nassau	au.		
County		-	is occurrence	a, buagerea for ana f	onons me masaa	G		
- 1 -	Marshall Eyrman	6/25/2024	_			6/25/2024		
Office of Mo	nagement and Budget (signature required if greater than	\$1 000 00 for some	ace on if areata	n than \$5 000 for god	de) a			
	to the best of my his indicates funds are available for payme		ces or ii greate	r than 35,000 for god	ds) IP			
	Cliris Lacambra	6/25/2024	_		6/25/2024	.		
Procurement	Director (signature required if greater than \$5,000.00)							
	to the best of my knowledge, this requisition is accurate and	d necessary and is	consistent with	the Nassau County F	Purchasing Policy.			
,	Nation Orlinda	6/25/2024	_		3 - 7			
County Mari	argon w (algorithms required if ansatzs they \$100,000,000							
	ager r (signature required if greater than \$100,000.00) to the best of my knowledge, the appropriate staff have rev.	iewed and approve	d this Reauisiti	on and no other cond	itions would preven	it approval.	I PEITON	

purchasing method	Description
Competitive Verbal Quotes \$1,000-\$4,999	
Competitive Written Quotes \$10,000-\$100,000	
4.2 Sole Source/Single Source (see attached form)	Sole Source: the goods or services can be legally purchased from only one source. Single Source: when goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one econ Single Source: when goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one econ
5.1 Best interest of the Public (see attached form)	The purchase of any goods or services, or combination thereof, which, in the sole descretion of the BOCC, is in the best interest of ht epublic to be procured by any means is so long as, in the sole descretion of the County Attorey, the Procurement does not violate any federal, state, or other local law.
5.2 Communications	Equipment, supplies, materials, or services, including Internet access service and newspapper ads that are used as modes of communication.
5.3 Publications	Books, periodicals, printed materials, artwork, photographs, film, film strips, video tapes, dck ir tape recordings, materials purchased directly from the producer or publisher, the owner of the copyright, an extusive agent with the state, a governmental agency, or a recognized educational institute.
5.5 Lodging and Transportation	Seminars, workshop, training, overnight lodging, transportation, dues, members.
5.8 Other Professional Services	Acquisition of other Professional Services for lobbyist, legal services, medical services, financial services, planning or any other professional services not defines in s. 287.0
Artistic Services FL SS 287.057 (3) (e) 1.	FLSS287.057(E)1 The following contractual services and commodities are NOT subject to the competitive-solicitation requirements of the section: 1. Artistic services. As used in this subsection, the term "artistic services" does not include advertising or typesetting. As used in the subparagraph, the term "advertising" muarisatic services by the person promoting the a representation in any form in connection with a trade, business, craft, or profession in order to promote the supply of commodities or services by the person promoting the
Advertising	See 10/7/2019 email by Megan Diehl stating "professional marketing services" can be considered recommended by the AITDC and approved by the BOCC until the update ratified
Media Insertion Order	
Carry Forward - PO Balance to next FY	

DocuSign

Certificate Of Completion

Envelope Id: B9CDEC8B781A4E808DD481AB64EE07E4

Subject: Complete with Docusign: CM3704 AVL \$89,300.13

Source Envelope:

Document Pages: 36

Signatures: 11

Certificate Pages: 7 Initials: 7

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

Envelope Originator:

Tracy Poore

tpoore@nassaucountyfl.com IP Address: 50.238.237.26

Record Tracking

Status: Original

6/25/2024 9:06:49 AM

Holder: Tracy Poore

Signature

17

GL

tpoore@nassaucountyfl.com

Location: DocuSign

Signer Events

Tracy Poore

tpoore@nassaucountyfl.com OMB Admin

Nassau County BOCC Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26

Timestamp

Sent: 6/25/2024 9:23:44 AM Viewed: 6/25/2024 9:24:09 AM Signed: 6/25/2024 9:24:25 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gil Langley

glangley@ameliaisland.com

Security Level: Email, Account Authentication

(None)

Sent: 6/25/2024 9:24:28 AM

Viewed: 6/25/2024 9:49:55 AM Signed: 6/25/2024 9:51:10 AM

Signature Adoption: Pre-selected Style Using IP Address: 50.196.104.105

Electronic Record and Signature Disclosure:

Accepted: 6/25/2024 9:49:55 AM

ID: 069e57b8-945e-4873-b545-0b24c51bde6f

Marshall Eyerman

MEyerman@nassaucountyfl.com

Assistant County Manager

Nassau County BOCC

Security Level: Email, Account Authentication

(None)

Marshall Eyerman

Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26

Sent: 6/25/2024 9:51:14 AM

Viewed: 6/25/2024 10:48:57 AM Signed: 6/25/2024 10:49:12 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

chris lacambra

clacambra@nassaucountyfl.com

OMB Director

Nassau County BOCC

Security Level: Email, Account Authentication (None)

Chris Lacambra

Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26

Sent: 6/25/2024 10:49:16 AM

Viewed: 6/25/2024 2:14:03 PM Signed: 6/25/2024 2:14:30 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Michelle Proctor mproctor@nassaucountyfl.com Risk Manager Security Level: Email, Account Authentication	mP	Sent: 6/25/2024 2:14:35 PM Viewed: 6/25/2024 2:31:52 PM Signed: 6/25/2024 2:32:15 PM
(None)	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lanaee Gilmore	e w	Sent: 6/25/2024 2:32:18 PM
lgilmore@nassaucountyfl.com	Ganace Kelmore	Viewed: 6/25/2024 3:58:16 PM
Procurement Director		Signed: 6/25/2024 3:58:25 PM
Nassau County BOCC	Signature Adention: Dre colected Stule	
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stephen Unkelbach	<i>I</i> .	Sent: 6/25/2024 3:58:30 PM
stephen@avlproductions.com	/ra	Resent: 6/27/2024 1:31:27 PM
Security Level: Email, Account Authentication		Viewed: 6/27/2024 4:17:09 PM
(None)	Signature Adoption: Drawn on Device	Signed: 6/27/2024 4:17:37 PM
	Using IP Address: 12.74.211.91	
	Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 6/27/2024 4:17:09 PM ID: b5a0bc96-2287-4b62-a475-9fab12d495ef	Signed dailig mobile	
Abigail Jorandby		Sent: 6/25/2024 3:58:30 PM
ajorandby@nassaucountyfl.com	AJ	Resent: 6/27/2024 4:17:42 PM
Deputy County Attorney		Viewed: 7/1/2024 1:41:56 PM
Nassau BOCC		Signed: 7/1/2024 1:42:10 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 73.104.72.195	•
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Denise C. May	N . 0	Sent: 7/1/2024 1:42:14 PM
dmay@nassaucountyfl.com	Denise C. May	Viewed: 7/1/2024 1:45:06 PM
County Attorney		Signed: 7/1/2024 1:45:26 PM
Nassau County BOCC	Circulture Adenticus Due colorted Chile	
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Taco Pope, AICP		Sent: 7/1/2024 1:45:31 PM
tpope@nassaucountyfl.com		Viewed: 7/1/2024 1:54:50 PM
County Manager	•	Signed: 7/1/2024 1:54:57 PM
Nassau County BOCC		
Security Level: Email, Account Authentication	Signature Adoption: Drawn on Device	
(None)	Using IP Address: 50.238.237.26	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events Signature **Timestamp BOCC AP** Sent: 7/1/2024 1:55:01 PM L.BELTON boccap@nassauclerk.com Viewed: 7/2/2024 11:51:26 AM Nassau County Clerk Signed: 7/2/2024 11:51:32 AM Security Level: Email, Account Authentication Signature Adoption: Pre-selected Style (None) Using IP Address: 12.23.69.254 **Electronic Record and Signature Disclosure:** Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059 In Person Signer Events Signature **Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events Status Timestamp** Intermediary Delivery Events Status **Timestamp Certified Delivery Events** Status **Timestamp Carbon Copy Events** Status **Timestamp** Clerk Admin Sent: 7/2/2024 11:51:37 AM **COPIED** BOCCClerkServices@nassauclerk.com Viewed: 7/2/2024 12:04:08 PM Security Level: Email, Account Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign Linda Van Haren Sent: 7/2/2024 11:51:39 AM COPIED lvanharen@ameliaisland.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Mariela Murphy Sent: 7/2/2024 11:51:41 AM **COPIED** mmurphy@ameliaisland.com Viewed: 7/2/2024 11:58:12 AM Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/21/2024 1:08:10 PM ID: 967d61b1-d757-4769-8224-b2caf3b6605b

Payment Events	Status	Timestamps
Completed	Security Checked	7/2/2024 11:51:41 AM
Signing Complete	Security Checked	7/2/2024 11:51:32 AM
Certified Delivered	Security Checked	7/2/2024 11:51:26 AM
Envelope Updated	Security Checked	6/26/2024 2:37:35 PM
Envelope Updated	Security Checked	6/26/2024 2:37:35 PM
Envelope Sent	Hashed/Encrypted	6/25/2024 9:23:44 AM
Envelope Summary Events	Status	Timestamps
Notary Events	Signature	Timestamp
Witness Events	Signature	Timestamp

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Nassau:

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

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

To advise County of Nassau of your new email address

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

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

To request paper copies from County of Nassau

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

To withdraw your consent with County of Nassau

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

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

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

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

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

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

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