

AGREEMENT

THIS AGREEMENT made and entered into on _____, by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Nassau County Chamber of Commerce, hereinafter referred to as "Chamber".:

WHEREAS, Chamber is an association of Nassau County businesses, professional leaders, and individuals working together to provide leadership which will aggressively promote and defend responsible economic growth, employment opportunities, government, and excellence in education and quality of life; and

WHEREAS, on September 27, 2021 the Tourism Development Council (TDC) recommended increasing the Chamber of Commerce partnership agreement; and

WHEREAS, County desires to work in collaboration with its tourism partners to build a stronger, more resilient, and equitable economic ecosystem; and

WHEREAS, County is desirous to partner with Chamber to improve the accuracy of and accessibility to pertinent local business information as a means of supporting business development, acceleration, and expansion by assisting business owners by providing current information; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

1.1 Chamber will provide services, that will, at a minimum include, but is not limited to the following:

- a. Amelia Island visitor information and collateral distribution –

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Distribute collateral to tourism partners in a professional manner, track deliveries, weekly inventory, and collaborate with the Amelia Island Convention & Visitors Bureau (AICVB) on delivery needs.

b. Display all Amelia Island destination collateral for visitors – Provide dedicated brochure space at the Chamber office.

c. Secondary Amelia Island welcome center services for visitors by providing professional staff and extended hours during need periods.

ARTICLE 2 – COUNTY’S RESPONSIBILITY

2.1 County will provide Chamber an amount totaling \$30,000 for one (1) year of service. The County, in its sole discretion, may provide funds for two (2) one (1) year extensions at \$30,000 per year. The total commitment shall not exceed \$90,000 for three (3) years. County is not responsible for any amount or costs that exceeds \$90,000.

2.2 County will provide through its partner, AICVB:

a. Destination marketing materials such as visitor guides, specialty guides, special events printed materials, leave-no-trace collateral required by local ordinance, promotional items, etc.

b. Access to office storage area and/or storage unit.

c. Welcome Center informational reference guide for Chamber staff

ARTICLE 3 – CHAMBER’S RESPONSIBILITY

3.1 Chamber will:

a. Maintain a working knowledge of Amelia Island's roadways, events, local businesses and accommodations. Assisting our tourism partners with keeping a continual supply of collateral such as Visitor Guides, Walking Tours,

Artrageous Art Walk Brochures, any special event collateral that may be happening and other collateral that will need distribution throughout the year.

b. Consistently reach out to tourism partners to gather partner needs and deliver collateral as needed in a professional manner. Supplement services as needed to support distribution of visitor information.

c. Be knowledgeable of the basic details of each piece of collateral provided by the County through the AICVB.

d. Be knowledgeable, friendly staff promoting the destination to visitors inquiring about the area while at the Chamber offices

e. Attend to all telephone inquiries from visitors that call the Chamber of Commerce directly.

f. Attend weekly meeting/call or email to the AICVB office to review the needs for the week.

g. Develop and maintain a resource and reporting system to track distribution of collateral (location, quantities, and timing), and time and mileage reports.

h. Provide weekly inventory of collateral and promotional items.

i. Display all Amelia Island destination collateral in a dedicated brochure space at the Chamber office lobby. Dedicated brochure space (Minimum 2ea 8.5x11, 10ea 4x9).

j. Visitor services to be available Monday – Friday (10am-4pm).

k. Provide professional staff and extended hours during need periods as a secondary Amelia Island visitor center. Service telephone inquiries and in person visits. Collaborate tourism information with the Amelia Island Welcome Center including special events information, tourism partner updates, and answers

to frequently asked questions.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall take effect on the date of full execution and shall remain in effect for one (1) year thereafter. The term of this Agreement may be extended in two (2) one (1) year increments, upon mutual agreement of the parties. This Agreement or any amendment(s) to the Agreement shall be subject to fund availability.

ARTICLE 5 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the requirements under this Agreement, Chamber agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 6 - INDEMNIFICATION

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

ARTICLE 7 - INDEPENDENT ENTITY

Chamber undertakes performance of this Agreement as an independent entity, and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used.

ARTICLE 8 – EXTENT OF AGREEMENT

8.1 This Agreement represents the entire and integrated agreement between

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County and Chamber and supersedes all prior negotiations, representations, or agreement, either written or oral.

8.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 9 - COMPLIANCE WITH LAWS

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

ARTICLE 10 - TERMINATION OF AGREEMENT

10.1 Termination for Convenience: This Agreement may be terminated by either the County or the Chamber for convenience, upon thirty (30) days of written notice to the other party.

10.2 Default by Chamber: In addition to all other remedies available to County, County may terminate this Agreement for cause should Chamber neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Chamber to cure.

ARTICLE 11 - UNCONTROLLABLE FORCES

11.1 Neither County nor Chamber shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is

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beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

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

ARTICLE 12 - GOVERNING LAW AND VENUE

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

ARTICLE 13 - MISCELLANEOUS

13.1 **Non-waiver:** A waiver by either County or Chamber of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

13.2 **Severability:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent

of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

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

ARTICLE 15 - CONTINGENT FEES

Chamber warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Chamber to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Chamber, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16 - FUNDING

The funding for the expenditures is available in the current fiscal year. The funding shall not require any additional budget appropriation by the County Commission of the County of Nassau.

ARTICLE 17 - NOTICE

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

COUNTY

Taco E. Pope, AICP,
County Manager 96135
Nassau Place, Suite 1
Yulee, Florida 32097
904-530-6010
tpope@nassaucountyfl.com

With a copy to the Procurement Manager at:
96135 Nassau Place, Suite 2
Yulee, Florida 32097
(904) 530-6040
procurement@nassaucountyfl.com

CONSULTANT:

Regina Duncan, President
Nassau County Chamber of
Commerce 961687
Gateway Blvd., Suite 101G
Amelia Island, Florida
32034
(904) 261-3248
Regina@nassaucountyflchamber.com

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

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from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

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

ARTICLE 18 - DISPUTE RESOLUTION

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

18.2 If there is no satisfactory resolution as to the interpretation of the Agreement, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Chamber. Chamber shall not stop work during the pendency of mediation or dispute resolution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

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**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

JEFF GRAY
Its: Chairman

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May

DENISE MAY

**NASSAU COUNTY CHAMBER OF
COMMERCE, INC.**

Regina Duncan

By: Regina Duncan

Its: President

Date: 7/20/2022