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

WHEREAS, County desires to engage Consultant to perform at Dickens on <u>Centre</u>. The services are more fully described in the <u>Scope of Work</u>, attached hereto and incorporated herein as Exhibit "A"; and

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

WHEREAS, County has determined that it would be in the best interest of the citizens to award a contract to Consultant for the rendering of those services described in Exhibit "A"

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

#### **ARTICLE 1 - EMPLOYMENT OF CONSULTANT**

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in Exhibit "A".

#### **ARTICLE 2 - SCOPE OF SERVICES**

2.1 Consultant shall provide professional services in accordance with Exhibit "A".

**2.2** Services requested by County or County's representative that are in addition to Exhibit "A" will be considered additional services and reviewed, at that time for

Initials

additional fees. Any additional services shall be mutually agreed upon and provided in writing.

#### **ARTICLE 3 - COUNTY'S RESPONSIBILITY**

Except as provided in Exhibit "A", County shall provide Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by County or others authorized by County.

County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the <u>Assistant County Manager</u>, or his designee, to act on the County's behalf with respect to Exhibit "A". The <u>Assistant County Manager</u>, or his designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret, and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's Service.

#### **ARTICLE 4 - TERM OF CONTRACT**

The term of this Contract shall begin upon full execution of this Contract by all parties and terminate <u>December 12, 2022</u> thereafter. The term of this Contract may be extended upon mutual written agreement between both parties. Any agreement, amendment, or modification to the term of the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

#### **ARTICLE 5 - COMPENSATION**

**5.1** Consultant shall be compensated <u>\$62,500.00</u>, in accordance with Exhibit "A".

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

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

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

#### **ARTICLE 6 – EXPENSES**

Consultant shall be responsible for all expenses incurred while performing the services, unless otherwise detailed in Exhibit "A". This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation

paid to Consultant's agents, if any, hired by Consultant to complete the work under this Contract.

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

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

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

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

- 8.1 This Contract; and
- 8.2 The <u>Scope of Work</u> attached hereto Exhibit "A"; and
- 8.3 Certificate of Liability Insurance attached hereto as Exhibit "B"; and
- 8.4 Any work authorizations, written amendments, modifications, or addenda to this Contract.

#### **ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT**

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

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

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums

by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

#### **ARTICLE 11 - INDEMNIFICATION**

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

#### **ARTICLE 12 - INDEPENDENT CONSULTANT**

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

**12.2** This Contract shall not render Consultant or any of Consultant's agents an employee, partner, agent of, or joint venturer with County for any purpose. Consultant is and will remain an independent consultant in its relationship to County and Consultant's agents are not and will not become Company's employees. County shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. County shall report all payments made to Consultant on a calendar year basis using IRS Form 1099, if required by law. Consultant agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not and shall have no

obligation to: (a)(i) withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's or Consultant's agent's behalf, (ii) make state or federal unemployment compensation contributions or payments on Consultant's or Consultant's agent's behalf, or (iii) withhold state or federal income tax from Consultant's payments; or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Consultant or Consultant's agents. If Consultant hires employees to perform any work under this Contract, Consultant shall cover them with worker's compensation insurance and provide County with a certificate of workers' compensation insurance before the employees begin the work. Neither Consultant not Consultant's agents are eligible to participate in any employee health. vacation pay, sick pay, or other fringe benefit plan of County. If any government agency or court determines that Consultant should be reclassified as an employee, Consultant hereby waives any right to County benefits and acknowledges and understands that such reclassification shall not entitle Consultant to any benefits offered to County's employees. Consultant and County agree that: (a) Consultant has the right to perform services for others during the term of this Contract; (b) Consultant has the sole right to control an direct the means, manner and method by which the services required by this Contract will be performed; (c) Consultant has the right to perform the services required by this Contract at any location or time; (d) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

#### ARTICLE 13 – EXTENT OF CONTRACT

**13.1** This Contract represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

Initials

**13.2** This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

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

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

#### **ARTICLE 15 - INSURANCE**

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

#### ARTICLE 16 – ACCESS TO PREMISES

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

#### **ARTICLE 17 - TERMINATION OF CONTRACT**

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

**17.2 Default by Consultant**: In addition to all other remedies available to County, County may terminate this Contract for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific

conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

#### **ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

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

#### **ARTICLE 19 – UNCONTROLLABLE FORCES**

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

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

and uncontrollable forces preventing continued performance of the obligations of this Contract.

#### **ARTICLE 20 - GOVERNING LAW AND VENUE**

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

#### **ARTICLE 21 - MISCELLANEOUS**

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

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

**21.3 Public Records:** County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010,

M Initials\_\_\_\_ <u>RECORDS@NASSAUCOUNTYFL.COM</u>, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Contract, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

e. A request to inspect or copy public records relating to a Nassau County

Initials

contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant maintaining the public records, then Nassau County shall immediately notify Consultant of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

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

#### ARTICLE 22 – EMPLOYMENT ELIGIBILITY

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

#### ARTICLE 23 - SUCCESSORS AND ASSIGNS

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

#### **ARTICLE 24 - CONTINGENT FEES**

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

#### **ARTICLE 25 - OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE 26 - FUNDING**

This Contract shall remain in full force and effect only as long as the expenditures provided for in the Contract have been appropriated by the Nassau County Board of

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County Commissioners in the annual budget for each fiscal year of this Contract and is

subject to termination based on lack of funding.

#### **ARTICLE 27 - NOTICE**

27.1 Whenever either party desires or is required under this Contract to give

notice to any other party, it must be given by written notice either delivered in person, sent

by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger

service, as follows:

#### COUNTY:

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

#### CONSULTANT:

Jason Woods Jason Woods Productions 4480 Deerwood Lake Pkwy, #534, Jacksonville, FL 32216 Phone: (904) 753-7420 <u>Email:</u> rjawoods@gmail.com

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

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

#### ARTICLE 28 - DISPUTE RESOLUTION

Initials

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

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

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

#### BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

JEFF GRAY Its: Chairman

Attest as to authenticity of the Chairs Signature:

JOHN A. CRAWFORD Its: Ex-Officio Clerk

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Approved as to form and legality by the Nassau County Attorney

Denise C. May

7/28/2022

DENISE C. MAY

#### JASON WOODS PRODUCTIONS

Jason Woods

By: Jason Woods

Its: Owner

Date: \_\_\_\_\_

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#### **SCOPE OF WORK**

DICKENS ON CENTRE 2022 Entertainment

This SCOPE OF WORK constitutes the agreement between Nassau County Board of County Commissioners (BOCC) (PURCHASER/purchaser) and Jason Woods Productions (SERVICE PROVIDER/service provider). The purchaser engages the service provider for the following upcoming event:

#### **DICKENS ON CENTRE FESTIVAL, December 9-11, 2022**

Venue Address: Centre Street, Downtown Fernandina Beach, FL

#### SERVICES PROVIDED/INCLUDED

- General license for the purchaser to use the scripts, music, characters, and creations from the service provider for the festival during December 2022 in performance settings.
- Performance of A Christmas Carol, performed by Jason Woods; Friday, Dec 9, on the main stage.
- The New Legend of St. Nick to be performed at specified/agreed times during the festival, up to four performances per day (Saturday and Sunday), main stage.
- Alice in a Christmas Wonderland to be performed at specified/agreed times during the festival, up to four performances per day, (Saturday and Sunday) main stage.
- Construction, maintenance, repair, provision, rental of existing/new puppets for shows if/where applicable.
- Props for performances (no sets are provided).
- Professional makeup artists on site for performing cast members.
- Professional costume handler on site for costume maintenance and repairs.
- Stage manager/personnel manager, on-site liaison for DOC personnel.
- Other reasonable actions/decisions that ensure quality, timely performances for the festival.
- Cooperation to accommodate reasonable, safe solutions in the event of inclement weather to provide entertainment as in years past.

#### PROVISIONS FROM PURCHASER

- Wireless microphones and fresh batteries for all performances, stage lighting, and snow machines (to be controlled by engineers contracted through PURCHASER), audio playback, and quality sound checks before performances for all above shows, if contracted. PURCHASER will engage a third-party production company for the festival to provide said items and services.
- Reasonable time between shows to allow for scheduled breaks for all performers.
- Special effects (snow, fog, and bubble machines) and sound to be provided by a third-party production company engaged for the festival for performances of *The New Legend of St. Nick and Alice in a Victorian Christmas Wonderland*, if contracted.
- Appropriate green room (dressing room) or multiple rooms at the Hampton Inn & Suites Amelia Island-Historic Harbor Front for all actors for costume changing.

#### SERVICE PROVIDER COMPENSATION

For the above services rendered by the SERVICE PROVIDER to the PURCHASER, the PURCHASER agrees to pay the SERVICE PROVIDER \$62,500.00, payable in installments in the following arrangement: The first installment of \$20,833.33 is payable upon execution of contract; the second installment of \$20,833.33 is payable on August 15, 2022; and the final installment of \$20,833.34 is payable on or by December 5, 2022.

Deposits cover work and services rendered for the festival in advance beginning in June 2022, requiring space rentals, payment (costumers, actors, personnel), deposits, materials (costumes, construction/repairs/rentals), licenses, and creator fees, adjustments, rewrites, and casting.

#### DISCLAIMERS

- The SERVICE PROVIDER is an independent contractor and assumes all responsibilities for withholding tax, social security, state tax, public liability, and workman's compensation insurance.
- Neither the entertainer/artist/service provider nor the Nassau County Board of County Commissioners (BOCC) will be responsible for cancellation due to Acts of God, war, terrorism, or other events beyond their control. Jason Woods, Jason Woods Productions, staff, personnel, volunteers will work to accommodate reasonable, safe solutions in the event of inclement weather to provide entertainment as in years past.
- In the event of inclement weather, the SERVICE PROVIDER agrees to work with the PURCHASER to provide performances at an alternate location, and if necessary, provide postponed performances within three days of the festival schedule.
- COVID-19: Neither the PURCHASER, the Nassau County Board of County Commissioners (BOCC), nor any of its staff, leadership, personnel, volunteers, or other representatives including lawyers shall hold Jason Woods, his contractors, staff, volunteers, family or friends attending the event, responsible for the transmission of COVID-19 (or other applicable viruses) to anyone in service to or attending the festival, nor hold Jason Woods, staff, personnel, volunteers, friends or family responsible for the cancellation of the festival. All parties are working and acting in good faith to provide the festival and entertainment as agreed upon and shall hold one another blameless in the event of such transmission or cancellation of the festival, and so this agreement is 'at risk'. All parties agree to take measures to reduce or (if possible) eliminate the risk of transmission of the virus by practicing physical distancing, good hygiene, handwashing, and general sanitation.
- Any further services requested for the weekend of December 9-11, 2022, at DOC will constitute a new agreement and/or addendum separate to said services above and not included in this contract.

Check remittance:

Jason Woods Jason Woods Productions 4480 Deerwood Lake Parkway #534 Jacksonville, FL 32216

#### EXHIBIT "B"

CERTIFICATE OF LIABILITY INSURANCE								DATE (MM/DD/YYY) 06/02/2022 CATE HOLDER, THIS		
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DBA: Eventsured				(A/C, No, Ext); 080-802-3902 (A/C, No); E-MAIL ADDRESS; info@eventsured.com						
24 S. Newtown Street Road				INSURER(S) AFFORDING COVERAGE						
Newtown Square, PA 19073				INSURER A: Houston Casualty Company						
NSURED				INSURER B :						
Jason Woods Productions				INSURER C :						
Jason Woods				INSURER C :						
4480 Deerwood Lake Parkway, Unit 534				INSURER D :						
Jacksonville, FL 32216				INSURER E :						
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ERTIFICATE HOLDER				CANCELLATION						
Nassau County Board of County Commissioners 961:35 Nassau Place Yulea FL, 32097 ACORD 25 (2010/05)				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
				© 1988-2010 ACORD CORPORATION. All rights reserve						

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An official website of the United States government Here's how you know



Menu ≡

Case Detail

# You're authorized to work!

EMPLOYMENT AUTHORIZED

#### Case Number 2022143135622KH

#### **Congratulations!**

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

## Work Authorization Details

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

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

In the event that you are not instantly work authorized, please work with your employer to ensure that your information was entered correctly and if

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necessary, follow the step outlined by E-Verify to resolve any issues.

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

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My Cases

Self Check

# my **E-Verify**

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## Contact myE-Verify



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About myE-Verify Accessibility DHS Components Freedom of Information Act No FEAR Act Data Privacy Policy Office of the Inspector General The White House USA.gov

# National Terrorisr Advisory



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96135 Nassau Place, Suite 6 Yulee, Florida 32097 John Martin Aaron C. Bell Jeff Gray Thomas R. Ford Klynt Farmer Dist. No. 1 Fernandina Beach Dist. No. 2 Amelia Island Dist. No. 3 Yulee Dist. No. 4 Bryceville/Hilliard Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD Ex-Officio Clerk

MICHAEL S. MULLIN County Attorney

TACO E. POPE, AICP County Manager

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

Project Name:

Bid No./Contract No.:

#### **DEFINITIONS:**

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

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

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

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

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

#### (904) 530-6100

#### An Affirmative Action / Equal Opportunity Employer

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

#### CONTRACT TERMINATION:

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

#### EXHIBIT "A"

#### CONTRACTOR E-VERIFY AFFIDAVIT

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

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

Print Name:  $\frac{1}{22}$  woods Date:  $\frac{5}{22}$ 

STATE OF FLORIDA

COUNTY OF Duval

Notary Public

Printed Name

My Commission Expires: 09-2025

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VICTORIA M. JOHNSON Commission # HH 177031 Expires September 20, 2025 Borded Thru Budget Notary Services

#### EXHIBIT "B"

#### SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that \_\_\_\_\_\_\_(Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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

A true and correct copy of \_\_\_\_\_\_\_\_ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

WOODS Print Name: ASAN

Date:

#### STATE OF FLORIDA

COUNTY OF Dural

The foregoing instrument was acknowledged before me by means of physical presenceor  $\Box$ online notarization, this  $\underline{O^{S}/\mathcal{V}/\mathcal{V}^{2}}(Date)$  by  $\underline{D_{MAM}}$   $\underline{D_{GOLS}}$  (Name of Officer or Agent, Title of Officer or Agent) of  $\underline{D_{ASM}}$   $\underline{D_{GOLS}}$  (Name of Contractor Company Acknowledging), a  $\underline{PL}$  (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced  $\underline{PL}$   $\underline{DL}$  as identification.

Notary Public

VITORIA JONNSO **Printed Name** 

My Commission Expires: <u>09-みじみじ</u>み5



VICTORIA M. JOHNSON Commission # HH 177031 Expires September 20, 2025 Bonded Thru Budget Notary Services