

## AGREEMENT

**THIS AGREEMENT** ("Agreement") is made and entered into, by and between the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "BOCC" and the Amelia Island Convention and Visitors Bureau, Inc., a private not-for-profit 501(c)(6) corporation existing under the laws of the State of Florida, hereinafter referred to as the "Contractor".

## RECITALS

**WHEREAS**, on October 1, 2008, the BOCC, Amelia Island Tourist Development Council, herein referred to as the "AITDC", and the Contractor entered into a *Marketing, Research, and Administrative Services Agreement* which provided for an initial performance period beginning October 1, 2008 and ending on September 30, 2013; and

**WHEREAS**, on October 8, 2012, the parties entered into *Amendment Number 1/First Extension to the Marketing, Research, and Administrative Services Agreement* extending the initial performance period through September 30, 2018; and

**WHEREAS**, on September 24, 2018 the initial performance period was further extended through October 30, 2018 by *Amendment Number 2/Second Extension to the Marketing, Research and Administrative Services Agreement*, and was further extended by *Amendment Number 3/Third Extension to the Marketing, Research, and Administrative Services Agreement* through January 28, 2019 on October 22, 2018; and

**WHEREAS**, on January 14, 2019, the parties entered into *Amendment Number 4/Fourth Extension to the Marketing, Research, and Administrative Services Agreement* extending the performance period, once again, through March 31, 2019; and

**WHEREAS**, on March 25, 2019, the parties agreed to extend the performance period through April 30, 2019 and entered into *Amendment Number 5/Fifth Extension to the Marketing, Research, and Administrative Agreement*; and

**WHEREAS**, on April 22, 2019, the parties entered into *Amendment Number 6/Sixth Extension to the Marketing, Research, and Administrative Services Agreement* extending the performance period once more through June 30, 2019; and

**WHEREAS**, it has been determined that amendments need to be made to the *Marketing, Research, and Administrative Services Agreement*; and

**WHEREAS**, the BOCC is authorized under Fla. Stat. §125.0104, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies for (1) the marketing of Amelia Island tourism; (2) to increase Tourism Development Tax, herein referred to as the "TDT", revenues; (3) to increase Local Optional Sales Tax revenues; (4) to increase gas

revenues; (5) to increase job growth; all of which further the public good for the people of Nassau County, and as such is in the best interest of Nassau County; and

**WHEREAS**, the BOCC has by Ordinance No. 88-31, as amended by Ordinance No. 89-8, established the AITDC which recommended a strategic tourism plan; has levied and imposed a two percent (2%) Tourist Development Tax Development Plan for the use of funds derived from such tax; and pursuant to Florida Statutes and the recommendation of the AITDC, the BOCC, in Ordinance No. 2008-16 increased the TDT to three percent (3%); and in Ordinance No. 2010-02 increased the TDT to four percent (4%); and in Ordinance No. 2018-16 increased the TDT to five (5%) percent; and

**WHEREAS**, the AITDC is an advisory board to the BOCC as provided by Fla. Stat. §125.0104; and

**WHEREAS**, pursuant to Fla. Stat. §125.0104, the BOCC may engage county tourism promotion agencies and has determined that, based on the recommendation of the AITDC, the BOCC shall contract with the Contractor; and

**WHEREAS**, the Contractor promotes Amelia Island as a vacation and business destination to national and international visitors, whose visits generate major financial dividends to the County's wellbeing each year; and

**WHEREAS**, the Contractor performs tasks recommended by the AITDC and approved by the BOCC in its capacity of administration and research; and

**WHEREAS**, the Contractor, based on recommendation of the AITDC and approval of the BOCC, expends tourist development funds pursuant to the requisites of Ordinance 88-31, as amended; and

**WHEREAS**, the Contractor was created as a 501(c)(6) private not-for-profit corporation for the expressed purpose to allow the community to speak with "one unified voice on tourism matters"; and

**WHEREAS**, the AITDC recommends to the BOCC that the Contractor continue to be responsible to handle administration, advertising, marketing, public relations, promotions, research and other such duties as may be assigned, by the AITDC and BOCC, as set forth in Ordinance No. 88-31, as amended by Ordinance No. 89-8; and

**WHEREAS**, the funds received by the County from the TDT are restricted tax funds and the expenditure of those funds shall comply with Ordinance No. 88-31, as amended, and Ordinance No. 89-8, as amended, and Florida Statutes and the Florida Administrative Code, and AITDC policies and procedures as approved by the BOCC; and

**WHEREAS**, the BOCC has concluded that in order to advance the enumerated mission of Fla. Stat. §125.0104 and its related benefits to Nassau County citizens, such expenditure of County tax monies serves an essential public purpose as established by law.

**NOW, THEREFORE, IN CONSIDERATION** of the premises, the appropriation and disbursements of funds by the BOCC now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

**Section 1. The Contractor.** The Contractor agrees as follows:

A. The function performed by the Contractor, defined as research and administrative consistent with Exhibit A, attached hereto and incorporated herein, shall be recognized as a fee for service and not a cost reimbursement. The Contractor shall be entitled to compensation in a monthly amount representing 15% percent of the TDT revenue available (including prior year audit adjustments, whether positive or negative) after deducting the Tax Collector's Fee (1.5%) and the County Clerk's Fee (1.5%). The BOCC will make a good faith effort to calculate and remit compensation within thirty (30) days after receipt of the gross monthly revenues. This distribution of TDT revenue is subject to the availability of funds; and

B. To accept funds as appropriated in accordance with the terms of this Agreement, and the provisions of Fla. Stat. §125.0104 and Fla. Stat. §129.09, as amended, Ordinance No. 88-31, as amended, the Florida Administrative Code, governing the expenditure of said funds, applicable to TDT funds all of which is incorporated by reference herein; and

C. When administrating expenditures from TDT funds, all expenditures shall be recommended by the AITDC and approved by the BOCC; and

D. All TDT funds recommended by the AITDC and approved by the BOCC from the allocations (outside of the Contractor's 15% fee for services) as set forth in Ordinance 88-31, as amended, shall be properly invoiced and submitted to the BOCC's Office of Management and Budget (OMB) for approval and then OMB shall, if approved, provide the same to the Clerk of Court and Comptroller for pre-audit review and payment. The policies and procedures, to be recommended by the AITDC and approved by the BOCC, shall address the expenditure of funds.

E. To abide by Fla. Stat. §119, as amended, and successors with regard to its tourism promotion activities; and

F. To abide by purchasing, travel, and entertainment expense policies and procedures as recommended by the AITDC and approved by the BOCC. The AITDC Policies and Procedures shall be consistent with Fla. Stat. §125.0104; and

G. To provide invoices with documentation as required by AITDC Policies and Procedures, to the Clerk of the Court and Comptroller for payment and/or Contractor reimbursement from Tourist Development Funds; and

H. To return to the BOCC all revenues or goods generated by tourism programs or projects funded with TDT dollars (outside the Contractor's 15% fee for service). Program generated revenues or goods meeting capitalization thresholds, shall be accounted for on the accounting records of the BOCC.

I. To consent to:

1. Furnishing, to the BOCC's Office of Management and Budget and the Clerk of Court and Comptroller, a copy of an audited financials and management letter for the financial affairs of the Contractor made by an independent certified public accountant in good standing in the state of Florida. This report will be due annually, within one hundred and fifty (150) days of the close of the Contractor's fiscal year.

2. Providing a copy of the Contractor's By-Laws, as amended, to the BOCC's Office of Management and Budget and the Clerk of Court and Comptroller.

3. Providing annually, a copy of the Contractor's IRS Form 990, a breakdown of the Contractor's budget as it relates to the Contractor's 15% fee for services and an updated organizational chart.

J. The Contractor shall maintain an adequate and competent professional staff. The Contractor may, at the direction of the AITDC and with approval by the BOCC, associate with necessary specialists for the purpose of its services hereunder. Should the Contractor desire to utilize specialists under this section, the Contractor is fully responsible for satisfactory completion of all subcontract work. Costs for BOCC approved specialists shall be payable from the TDT funds (outside the Contractor's 15% fee for service).

**Section 2.** In executing the duties implementing the tourism program, the President and CEO of the Contractor shall be the principal contact person responsible for performance.

**Section 3.** Any equipment purchased with TDT funds (outside the Contractor's 15% fee for service) which is allocated in accordance with this Agreement and has a unit cost of \$1,000 or more, shall be placed on an inventory record by the BOCC, and will be inventoried at least annually.

**Section 4.** In addition to any reporting requirement described in Exhibit "A", the Contractor agrees to provide the BOCC with a quarterly report on the programs described in Exhibit "A". In addition, an annual report shall be filed within sixty (60) days of the close of the fiscal year and will include statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the BOCC approved budget.

**Section 5.** The Contractor shall develop specific metrics as recommended by the AITDC and approved by the BOCC for evaluating the success of the County's Tourism Program and its impact on the generation of TDT each fiscal year. The Contractor shall report the results to the BOCC quarterly.

Should any quarterly report not be submitted in a timely manner, the BOCC is authorized to withhold subsequent remittances until the reports are received. Quarterly reports that are considered incomplete must be satisfactorily revised for payment to be released. Continued failure to provide timely quarterly reports will be considered breach of contract and could result in termination of this Agreement.

**Section 6. General Provisions.**

A. Modification and Amendment. No modification or amendment of this Agreement shall be valid and binding on the parties unless made in writing and signed by or on behalf of the BOCC and the Contractor.

B. Duration and Termination.

1. Term. This Agreement shall become effective upon execution, and shall continue in force through a period of ten (10) years, unless sooner terminated as provided herein.

2. Renewal and Extension. This Agreement will be reviewed within sixty (60) days prior to the end of the initial term, and any subsequent term, and may be renewed for a period of ten (10) years pursuant to the existing laws or procedures governing the BOCC. No provision for automatic renewal of this Agreement shall be effective. Any renewal shall be in writing and executed by both parties.

3. Assignment and Delegation. The Contractor may not assign any right or delegate any duties hereunder without the express prior written consent of the BOCC.

4. Termination. Either party may terminate this Agreement by giving the other party written notice at least sixty (60) days prior to the effective date of termination of terminating this Agreement or any subsequent renewal thereof. Upon receipt of notice of termination, the Contractor shall provide only those services and incur only those expenses specifically approved or directed in writing by the BOCC. All other rights and duties of the parties shall continue during such notice period, and the BOCC shall be responsible to the Contractor for payment of any contract obligation incurred with third parties during this period only if approved in advance in writing by the BOCC.

5. Termination for Breach. This Agreement may be terminated by the BOCC upon written notification to the Contractor, that the Contractor is in breach of the Agreement. In the event the breach is cured, as determined by the BOCC, within thirty (30) days, this Agreement shall remain in full force and effect.

C. Indemnification. The Contractor shall indemnify and hold the BOCC harmless from and against any and all claims, liabilities, or damages arising from the performance of functions contemplated under this Agreement, including the cost of litigation and counsel fees.

D. Entire Agreement. This Agreement supersedes all prior agreements and discussions between the parties with respect to the subject matter of this Agreement, and this Agreement together with all exhibits and any other documents delivered in connection with this Agreement comprises the sole entire agreement between the parties with respect to the subject matter of this Agreement.

E. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The exclusive venue for resolution of any dispute between the parties is to be Nassau County, Florida and the parties hereby consent to the personal jurisdiction of said courts.

F. Annual Appropriation. Pursuant to the requirements of Florida law and as set forth in Ordinance 88-31, as amended by Ordinance 89-8; the BOCC's performance and obligation to fund this agreement shall be contingent upon annual appropriation by the BOCC.

G. Gender. Whenever the context so requires, the singular shall include the plural and plural shall include the singular, and the gender of any pronoun shall include other genders.

H. ADA Compliance. All facilities, programs and services shall be compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA).

I. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalidated under applicable law, such provision shall be ineffective to the extent of such provision only, and the remaining provisions of this Agreement shall remain fully effective as if the prohibited or invalid provision had never been contained within the Agreement.

J. Ambiguities. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

K. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument.

L. Notices. All notices, authorizations, and request given or made in connection with this agreement must be sent by facsimile or certified mail, return receipt requested and faxed or dress, respectively to the party's head office at the following addresses or to any different address that is provided to a party to the means of notice adopted herein. Notices will be deemed delivered on the date shown on the certified post return receipt or facsimile confirmation of delivery.

**Nassau County Board of County Commissioners  
96135 Nassau Pl., Suite 6, Yulee, FL 32097**

**Amelia Island Tourist Development Council, Nassau County, Florida  
2398 Sadler Rd., Suite 200, Fernandina Beach, FL 32034**

**Amelia Island Convention and Visitors Bureau  
2398 Sadler Rd., Suite 200, Fernandina Beach, FL 32034**

M. Conflicts of Interest. All Contractor officers, employees and agents shall adhere to the requirements of Fla. Stat. §112, with respect to conflicts of interest.

N. Insurance Requirements. The Contractor shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by the Contractor, its employees or agents. The amounts and types of insurance shall conform to the requirements set forth in Exhibit "1".

**Section 7. Property Rights.** Exclusive property of the BOCC. All intangible property, including slogans, ideas, or plans submitted or developed by the Contractor for the BOCC during the term hereof, whether or not used; and any and all materials and other tangible property which the Contractor prepared for the BOCC or acquired for its account during the term hereof; all pursuant to the direct marketing and convention services programs for the AITDC, shall be the property of the BOCC, provided that the BOCC has paid the invoices for professional fees rendered therefor, if any. Any of this property may be copyrighted, patented, or otherwise restricted by the BOCC pursuant to Florida, United States and foreign laws. Neither the Contractor nor any approved subcontractor shall have any proprietary interest in the products and materials developed under this Agreement. There shall be no additional compensation for the rights and property granted under this paragraph. The BOCC reserves the right of final approval of the disposition of said property.

**Section 8. Public Records.** The County is a public agency subject to Fla. Stat. §119. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLA. STAT. §119, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Agreement, to the extent that the Contractor is providing services to the County, and pursuant to Fla. Stat. §119.0701, the Contractor 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 contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor 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.

**Section 9. Public Entities Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Fla. Stat. §287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed this 26th day of June, 2019.



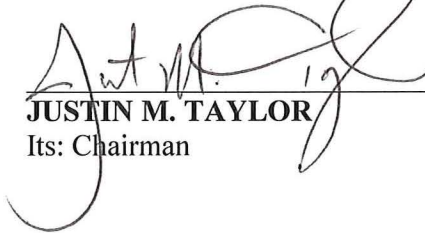
**AMELIA ISLAND CONVENTION  
AND VISITORS BUREAU, INC.**

  
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**CHARLES G. LANGLEY**  
Its: President & CEO

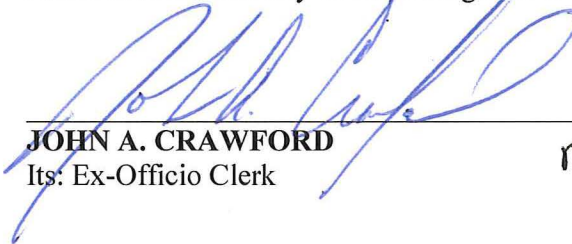
APPROVED BY:

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

  
\_\_\_\_\_

**JUSTIN M. TAYLOR**  
Its: Chairman


Attest as to authenticity of Chair's signature:

  
\_\_\_\_\_

**JOHN A. CRAWFORD**  
Its: Ex-Officio Clerk

no  
7/8/19

Approved as to form and legality by the  
Nassau County Attorney:

  
\_\_\_\_\_

**MICHAEL MULLIN**

EXHIBIT "A"

**CONTRACTOR'S SCOPE OF SERVICES**

**Administration & Research**

The Contractor shall act on behalf of the AITDC and BOCC to perform the administrative and research duties required to carry out the County's Tourism Program as set forth in Ordinance 88-31, as amended.

The Contractor's fee for service is to provide for all administrative and research related expenses necessary to operate and manage the Tourism Development function.

Administrative Expenses shall include, but not limited to:

- All wages and benefits of Contractor employees (individuals issued an IRS Form W-2 from the Contractor), except employees staffing Amelia Island Welcome Center, which shall be a reimbursable expense from the TDT funds (outside of the Contractor's 15% fee for services).

- All Contractor Operational costs (e.g., office space, rents, utilities, insurance, taxes, accounting expenses, office cleaning, maintenance, other supplies, attorney/legal fees, etc.), except items directly related to marketing, i.e. postage and/or delivery for marketing materials, toll-free numbers, and storage of AITDC/BOCC owned inventory, etc. shall be reimbursed from the TDT funds (outside of the Contractor's 15% fee for services).

- All Administrative related travel expenses of the Contractor. Administrative travel is defined as those ordinary and incidental expenditures necessarily incurred in Nassau County while performing the routine operational duties of the Tourist Development function (e.g., employee/team meetings and/or lunches, board meetings, supply runs, event planning, etc.). "Team" shall include local Tourist Development partners (e.g., hotels, restaurants, businesses, etc.) and other Nassau County governmental officials, municipalities, boards, and associated employees.

- All professional fees, dues, memberships and continuing education of CVB Contractor employees.

- All costs required to administer, coordinate and take the minutes of AITDC and AITDC subcommittee meetings.

- All costs of providing meetings & reports, except reports used or generated for promotional purposes, as outlined and required of the Contractor.

Research Expenses shall include, but not limited to:

- Research and/or costs associated with generating information from visitors, potential visitors and events in order to assist in the formation of marketing plans or other promotional activities which may include interviews, consultations with hotels and travel writers and/or consultations and interviews.

Strategic marketing includes testing, analyzing, evaluating, and modifying marketing efforts on a consistent base. These critical strategic efforts require significant time and personnel resources beyond the primary research included in the Contractor's 15% fee for service. Strategic marketing research includes economic impact and visitor behavior studies, consumer analytics, custom impact/ROI studies, and marketing effectiveness tools, i.e. Research Data Services, Downs and St. Germain, Visa Vue, Arrivalist, and any other specialist subcontractors recommended by the AITDC and approved by the BOCC. These strategic marketing research costs are payable from TDT funds (outside of the Contractor's 15% fee for service).

- All research and/or costs to establish and monitor benchmarks from which to measure success with advertising, promotion and direct sales strategies.

Contractor Services shall include, but not limited to:

- Administrative
  - A. Market Planning.
  - B. Develop and manage, herein defined as the service rendered by the Contractor that includes operational strategies, execution and oversight of an AITDC marketing program, but does not include the direct costs of the program, which shall be payable from the TDT funds (outside the Contractor's 15% fee for service), relationships with all advertising and marketing agencies.
  - C. Develop and manage the relationship and execution of contracts with 3rd party specialists.
  - D. Administration of AITDC and AITDC subcommittee meetings.
  - E. Develop and manage the creation, production and distribution of assets including collateral materials, content, digital assets (website, social and digital channels), and other owned promotional items.
  - F. Clearly and effectively manage the communication of the Amelia Island brand to build awareness both domestically and internationally.
  - G. Develop and manage visitor services for meeting and leisure group business through inbound familiarization trips and site inspections as well as outbound sales missions, seminars, training, and trade shows.

H. Develop and manage industry and trade relationships (e.g., tourism, hospitality, tour operator, media and marketing related industries) at the local, state, regional, national and international levels including inbound familiarization trips, outbound missions, seminars, trade show operation, package development and sales.

I. Develop and manage the Amelia Island Welcome Center.

J. Develop and manage the development and support of special events designed to increase visitation; creating a sustainable tourism program.

K. Develop and manage industry and resident educational seminars and programs designed to develop and support a sustainable tourism industry.

L. Develop and manage public awareness campaigns designed to communicate the importance of the travel industry to Nassau County and solicit support for a successful tourism program.

M. Develop and manage direct mail programs.

- Research

A. Evaluate research to forge effective decision making as outlined and executed in the marketing plan.

B. Manage and report on research related to the travel and hospitality industry including metrics such as those reflecting short term tourism performance, lodging taxable sales, and website analytics and advertising response such as visitor inquiries, collateral requests, email signups, and digital traffic and engagement.

C. Manage and report on economic impact and visitor behavioral studies, consumer analytics, custom impact/return on investment studies, and marketing effectiveness tools.

D. Evaluation of research measures for program effectiveness.

**EXHIBIT "1"**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor'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
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

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 Contractor/Vendor shall purchase and maintain at the Contractor/Vendor'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:

Part One – 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 Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

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

**AUTOMOBILE LIABILITY INSURANCE**

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor'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
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor 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 Contractor/Vendor or Sub-Contractor/Vendor.



**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

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

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate	\$1,000,000
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Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

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

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor/Vendor.

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). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract

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

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

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, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor 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 Contractor/Vendor, in which event, Contractor/Vendor 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 Contractor/Vendor 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 Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors 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 Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor 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 Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor 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 Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.