

CS-22-100

Contract Tracking No. CM 3292

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

**THIS CONTRACT** made and entered into on January 18, 2023, 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 **Florida 's First Coast of Golf, Inc** located at 4300 Marsh Landing Ste 102 Jacksonville Beach FL 32250, hereinafter referred to as "Consultant":

**WHEREAS**, County desires to obtain professional services. Said services and pricing are more fully described in the *Scope of Work (SOW) and pricing*, attached hereto and incorporated herein as Exhibit "A"; and

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

**WHEREAS**, County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon Consultant's assurance that it has the qualifications, staff, experience and resources, County has determined that it would be in the best interest of Nassau County 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**

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**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 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 County Manager, or his designee, to act on County's behalf with respect to the Exhibit "A". The County Manager, 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 services.

**ARTICLE 4 - TERM OF CONTRACT**

The term of this Contract shall begin on October 1, 2022 for services rendered through September 30, 2023. The term of this Contract may be extended upon mutual written agreement between both parties. Any extension of the term under this Contract

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shall be in one (1) year increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. 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.

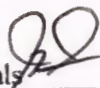
In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis only and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.


**ARTICLE 5 - COMPENSATION**

5.1 Consultant shall be compensated in accordance with Exhibit "A".

5.2 Consultant shall prepare and submit to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) an invoice for the services rendered, with a copy provided to [billing@ameliaisland.com](mailto:billing@ameliaisland.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, the hours required 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

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obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

**5.4 Final Invoice:** 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**

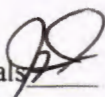
Consultant shall be responsible for all expenses incurred while performing the services, unless otherwise detailed in Exhibit "A". This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary,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

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- 8.1 This Contract; and
- 8.2 The Scope of Work (SOW) and pricing attached hereto as 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**

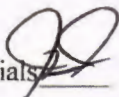
In connection with the work to be performed under this Contract, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

**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.

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**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

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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 and 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.

**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**

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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.

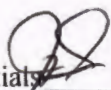
**ARTICLE 17 - TERMINATION OF CONTRACT**

**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

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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.

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**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) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this

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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

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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.

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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](http://www.uscis.gov/e-verify).

**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**

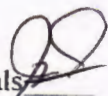
Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee 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

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County Board of 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:

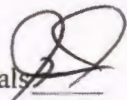
**COUNTY:**

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

**CONSULTANT:**

David W. Reese  
Florida 's First Coast of Golf, Inc.  
4300 Marsh Landing Ste 102 Jacksonville Beach FL 32250  
Phone: (904) 240-0585  
Email: [david@fla-golf.org](mailto:david@fla-golf.org)

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.

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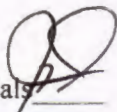
27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

**ARTICLE 28 - DISPUTE RESOLUTION**

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.

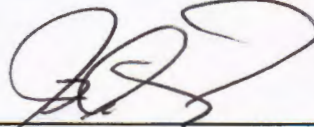
**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day and year first written above.

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Contract Tracking No. CM 3292

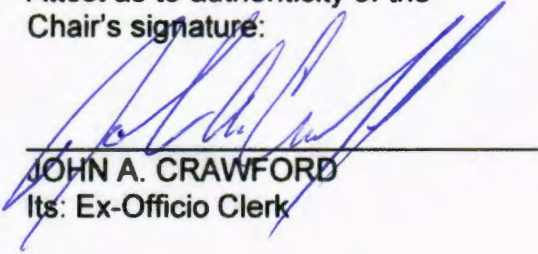
**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**



Jeff Gray  
Its: Chairman

Date: January 18, 2023

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 12/20/2022

DENISE C. MAY

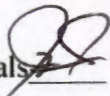
**FLORIDA'S FIRST COAST OF GOLF, INC.**

By: David W Reese

President

Its: \_\_\_\_\_

Date: 12/20/2022

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# Florida's First Coast of Golf

**A GOLF DESTINATION MARKETING COMPANY**

## **Exhibit A**

### **SCOPE OF WORK**

#### **FY 23 GOLF TOURISM MARKETING SERVICES**

**From:** David Reese, President of Florida's First Coast of Golf  
**To:** Gil Langley, President & CEO  
Amy Boek, Chief Marketing Officer  
Amelia Island Convention & Visitors Bureau

**Date:** July 26, 2022

#### **Overview**

Florida's First Coast of Golf is a regional golf tourism marketing company responsible for advertising a 5-county region as a golf destination. This scope of work provides details on the proposed golf tourism marketing services contract in the amount of \$85,000.

#### **Single Source Justification**

FFCG is a not-for-profit corporation organization designed to promote the Northeast Florida region as a golf destination, and it was formed by the region's lodging properties, tourist boards, and golf courses. Specifically, within the counties of Duval, Nassau, Clay, St. Johns, and Flagler. This makes it the only organization that can provide a regional partnership to market golf tourism.

#### **Deliverables**

The funding will be a crucial contribution to a regional marketing effort aimed at attracting golfers to the region. The effort spans a wide variety of platforms and will be conducted under the unified brand of Florida's First Coast of Golf (FFCG), which Amelia Island CVB was instrumental in creating in 1992. The advertising and creative treatments will reflect a blend of the 5 counties, tested for effectiveness, and approved by FFCG board of directors.

Quarterly reporting will stand by the official AICVB Reporting requirements template which includes: Top 10 Golf Visitor Markets, Top 5 Demand Markets, Digital Traffic, Estimated Golf Tourist Room Nights, Average Precipitation and Temperature, and Earned Media Impression and Value Totals.

# Florida's First Coast of Golf

**A GOLF DESTINATION MARKETING COMPANY**

The marketing plan created by FFCG staff and approved by its Board of Directors involves spending in several categories, including advertising (print, and digital), presence at two types of events (trade shows and consumer shows), and performing several in-house services which are necessary to execute the working plan effectively (e.g. Collateral print/production/distribution, digital agency, public relations). All dollars are spent collectively under the regional brand, Florida's First Coast of Golf.

This scope of work will demonstrate each of the categories. Please note that earned media, which is estimated to be worth over \$1 million based on historical levels, dependent on VISIT FLORIDA promotions department opportunities, is a separate category from those listed below, and the precise spending amounts and schedules may vary based on budget approval, market conditions, and co-op investment.

## Spending Categories

**COLLATERAL PRINT/PRODUCTION/DISTRIBUTION:** The collateral listed in the marketing plan is scheduled to be a fold-out map listing publicly assessable 18-hole golf courses in the region. The panels would also include the relevant CVB logos and other useful information. Distribution company to deliver to regional hotels.

**DIGITAL MARKETING:** A variety of digital programs are included in the digital marketing aspect of the working plan. As referenced above, the details of these purchases may be adjusted depending on market conditions and co-op investment. A digital agency will be retained to perform digital and graphic design work for the entirety of FY 22.

Five of the digital marketing categories are scheduled to be year-long efforts across FY 23:

- Content Development and deployment
- Digital Agency services
- Display/Retargeting/SEO
- Email Marketing
- Social Media boosts/advertising

The remaining purchases include advertising on popular social media platforms and several specialist golf sites.

**PRINT MEDIA:** Advertising in print media will consist of buys in top-performing markets. Most of the publications are golf-specific. As referenced above, the details of these purchases may be adjusted depending on market conditions and co-op investment.

# Florida's First Coast of Golf

**A GOLF DESTINATION MARKETING COMPANY**

## **Targeted Markets**

FY23 Budget and Marketing Plan built to:

- Target primary and secondary audience FL/GA (1), within a 700-mile drive halo(2), and maintenance messaging (earned media) in top traditional markets outside drive markets(3).
  
- Responsible yet aggressive approach to accomplishing our goal of generating demand across primary and secondary markets with a focus on short-term recovery while not abandoning traditional market presence.
  - Primary | Golfer travels to play golf | Ages 35-65 | HHI \$75K+
  
  - Secondary: Leisure travel that includes golf | Ages 30-49 | HHI \$75K+
  
- FFCG and agency will constantly monitor trends, consumer confidence, and geographic origins of visitors with the most recent data points available

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The foundation is built on robust cooperative advertising programs across marketing line items optimistically planned with the ability to adjust the scope. FFCG team will maintain and amplify its aggressive approach for value add in promotions, media vendors, and marketing partners.

## **Geo-target Markets**

Baseline target states FL, GA, NC, SC

Top Ten Spend DMA's: ATL, ORL, Tampa, NY/NJ, Miami, PHI, CHI, DC/BWI, Charlotte, DET. FFCG will weigh consumer confidence when considering geo-markets outside a 700-mile radius.

Seasonal target DMA's will focus on CIN, CLE, DEN, DAL, IND, Norfolk, LA, MIN, Seattle, NSH, PITT, RVA, and Toronto and additional air service markets pending consumer confidence as they develop.

Non-stop air markets within and outside (new) top 20 markets will take priority

Contract No. **CM3292**  
*Exhibit B*



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JALEXANDER

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
**12/2/2022**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Erwin Insurance 5250 Dupont Station Court, Suite B Jacksonville, FL 32217	<b>CONTACT NAME:</b> John T Alexander
	<b>PHONE (A/C, No, Ext):</b> (904) 265-5121 <b>FAX (A/C, No):</b> (410) 685-3071 <b>E-MAIL ADDRESS:</b> john-alexander@mdpins.com
<b>INSURED</b> Florida's First Coast Of Golf, Inc. 4300 Marsh Landing Pkwy Suite 102 Jacksonville Bch, FL 32250	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Ohio Security Ins Co <b>NAIC #</b> 24082
	<b>INSURER B:</b> Travelers Indemnity Company <b>25658</b>
	<b>INSURER C:</b> ACE Fire Underwriters Insurance Company
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSP LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER		BZS61658862	7/20/2022	7/20/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>0</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS COMP/OP AGG \$ <b>2,000,000</b>
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BZS61658862	7/20/2022	7/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A	UB-6J849734-22-42-G	11/14/2022	11/14/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>100,000</b> E.L. DISEASE -EA EMPLOYEE \$ <b>100,000</b> E.L. DISEASE -POLICY LIMIT \$ <b>500,000</b>
C	<b>Professional E &amp; O</b>		EONFLF167703832	12/1/2022	12/1/2023	Each Claim <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Holder is included as additional insured as required by contract per BP79960710.

<b>CERTIFICATE HOLDER</b> Nassau County Board of Commissioners 96135 Nassau Place, Ste 1 Yulee, FL 32097	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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