

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

**THIS CONTRACT** made and entered into on February 27, 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 **Cellet Travel Services, LTD.**, located at Bloxham Mill Business Centre, Barford Rd. Bloxham Banbury, Oxfordshire OX15, 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 professional services as described in Exhibit "A", and has the qualifications, experience, staff and resources to perform those services; and

**WHEREAS**, the County has completed the necessary steps for retention of international public relations and marketing services under applicable County policy

**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".

  
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**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 amendment between both parties. Any extension of the term under this Contract shall be in one (1) year renewal increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement, amendment

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or modification to the term of the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

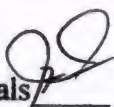
In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis only and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the contract and at the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

**ARTICLE 5 - COMPENSATION**

5.1 Consultant shall be compensated not to exceed Two Hundred Forty-Eight Thousand and Three Hundred Dollars (\$248,300.00) in accordance with Exhibit "A".

5.2 Consultant shall prepare and submit to the Assistant County Manager, an invoice for the services rendered, to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) 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**

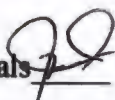
Consultant shall be responsible for all expenses incurred while performing the services, unless otherwise detailed in Exhibit "A". This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary,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

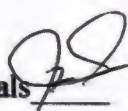
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**ARTICLE 12 - INDEPENDENT CONSULTANT**

**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**

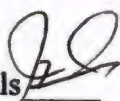
13.1 This Contract represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

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.

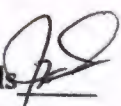
**ARTICLE 17 - TERMINATION OF CONTRACT**

**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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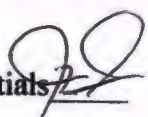
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**ARTICLE 21 - MISCELLANEOUS**

**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:

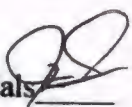
a. Keep and maintain public records required by the public agency to perform the service.

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.

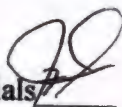
**ARTICLE 22 – RESERVED.**

**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

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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**

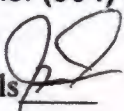
This Contract shall remain in full force and effect only as long as the expenditures provided for in the Contract have been appropriated by the Nassau County Board of County Commissioners in the annual budget for each fiscal year of this Contract and is subject to termination based on lack of funding.

**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

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Email: [meyerman@nassaucountyfl.com](mailto:meyerman@nassaucountyfl.com)

**CONSULTANT:**

Yolander Fletcher, Managing Director  
Cellet Travel Services LTD  
Bloxham Mill Business Centre, Barford Rd. Bloxham Banbury, Oxfordshire OX15  
Phone: +44 1295722816  
Email: Yolanda@cellet.co.uk

**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**

**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

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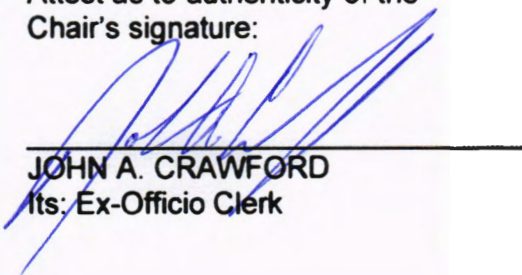
**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**



\_\_\_\_\_  
Klynt Farmer  
Its: Chairman

Date: February 27, 2023

Attest as to authenticity of the  
Chair's signature:



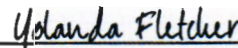
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

*Denise C. May* 2/3/2023

\_\_\_\_\_  
DENISE C. MAY

**Cellet Travel Services, LTD**



\_\_\_\_\_  
By: Yolanda Fletcher

Its: Managing Director

Date: 2/1/2023

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Exhibit "A"

| Amelia Island CVB, Florida                                                                   |                                                                                                                                                 |                             |              |
|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------|
| Pan European Budget for 2022-2023 Provided by Cellet Marketing & Public Relations Ltd        |                                                                                                                                                 |                             |              |
| United Kingdom Activities                                                                    |                                                                                                                                                 |                             |              |
| Project                                                                                      | Activity                                                                                                                                        | Timeline                    | Budget USD   |
| Trade Sales Calls, T&E                                                                       | Min 2 sales calls per week, tour operators, airlines, industry partners, destination training<br><br>Charles Dickens event T&E for Cellet Staff | Ongoing                     | \$6,000.00   |
| Co-op Marketing                                                                              | Min of 3 promotions - joint with tour operators<br>1 x Ireland promotion                                                                        | Jan - March 2023            | \$18,000.00  |
| Consumer Promotional Campaign                                                                | 1 x Leading Publication for a direct to consumer promotion                                                                                      | TBA                         | \$10,000.00  |
| Travel Agent Training                                                                        | Online OTT 12 Month Programme                                                                                                                   | Ongoing                     | \$10,000.00  |
| Northern Ireland Agent & Consumer Publication                                                | 4 Page spread                                                                                                                                   | TBA                         | \$4,000.00   |
| Travel Trade VIP Event                                                                       | Charles Dickens London                                                                                                                          | 06, December 2022           | \$5,000.00   |
| UK Sales Mission                                                                             | Cellet to coordinate sales mission arrangements for Gil Langley in London with media and tour operators - tie in with Charles Dickens Event     | Week of 6 December 2022     | \$4,000.00   |
| Visit USA Association                                                                        | Renew Membership UK                                                                                                                             | Jul-23                      | \$1,000.00   |
|                                                                                              | Renew Membership Ireland                                                                                                                        | Jul-23                      | \$800.00     |
| Consumer Show                                                                                | Holiday World Dublin                                                                                                                            | Jan-23                      | \$3,000.00   |
| UNITE Trade Event                                                                            | Tour operator meeting event                                                                                                                     | Mar-23                      | \$700.00     |
| IMM International Media Marketplace                                                          | Meet with over 300 Media Contacts - Dedicated Amelia Island Booth                                                                               | Mar-23                      | \$4,500.00   |
| Media Fam Trips                                                                              | 4 x media - individual journalists                                                                                                              | TBA                         | \$8,000.00   |
| Florida Huddle                                                                               | 1 x Cellet person to attend to carry out appointments on dedicated Amelia Island Booth                                                          | Jan-23                      | \$3,000.00   |
| Media & Travel Agent Ireland Mission Event                                                   | Cellet to organise a media and travel agent training event in Ireland                                                                           | Date TBA - 2023             | \$3,000.00   |
|                                                                                              |                                                                                                                                                 | TOTAL                       | \$81,000.00  |
| France Activities                                                                            |                                                                                                                                                 |                             |              |
| Sales Calls                                                                                  | Meetings and Expenses                                                                                                                           | Ongoing                     | \$1,000.00   |
| Press Releases 6 per year + Newsletter 4 per year                                            | Included in fee                                                                                                                                 | TBA                         | \$0.00       |
| Answer trade, press and consumer enquiries                                                   | Included in fee                                                                                                                                 | Ongoing                     | \$0.00       |
| Media Fam trips - individual                                                                 | 2 x journalists                                                                                                                                 | TBA                         | \$2,800.00   |
| Co-op Marketing Projects                                                                     | Tour Operator Promotions                                                                                                                        | TBA                         | \$5,000.00   |
| Destination Training                                                                         | Virtual and in-house                                                                                                                            | Ongoing                     | \$500.00     |
| Elaboration of material in French                                                            |                                                                                                                                                 | Ongoing                     | \$5,700.00   |
|                                                                                              |                                                                                                                                                 | TOTAL                       | \$15,000.00  |
| German Activities                                                                            |                                                                                                                                                 |                             |              |
| Sales Calls T&E                                                                              | 12 months                                                                                                                                       | Ongoing                     | \$500.00     |
| Visit USA Association Germany                                                                | 12 Month membership                                                                                                                             | October 22 - September 2023 | \$1,500.00   |
| Shipping Costs/Storage                                                                       | Storage of brochures for fairs/events                                                                                                           | Ongoing                     | \$1,000.00   |
| Media Fam Trips                                                                              | 2 x trips                                                                                                                                       | TBA                         | \$5,000.00   |
| Media Event                                                                                  | Participate in VUSA Germany Hamburg or Munich Event                                                                                             | TBA                         | \$1,000.00   |
| Media Monitoring                                                                             | Track from media trips                                                                                                                          | Ongoing                     | \$0.00       |
| Virtual Travel Agent Roadshow                                                                | Reach 300 travel agents - joint with VUSA Germany                                                                                               | TBA                         | \$500.00     |
| Co-op Marketing Projects                                                                     | 1 to 2 promotions depending on budgets                                                                                                          | TBA                         | \$5,000.00   |
|                                                                                              |                                                                                                                                                 | TOTAL                       | \$14,500.00  |
| Cellet Coordination as Pan European Management Fee including UK, Ireland, France and Germany |                                                                                                                                                 |                             | \$137,000.00 |
| UK & Ireland Activity                                                                        |                                                                                                                                                 |                             | \$81,000.00  |
| France Activity                                                                              |                                                                                                                                                 |                             | \$15,000.00  |
| Germany Activity                                                                             |                                                                                                                                                 |                             | \$14,500.00  |
| TOTAL ACTIVITY                                                                               |                                                                                                                                                 |                             | \$110,500.00 |
| TOTAL COORDINATION FEE                                                                       |                                                                                                                                                 |                             | 137,000.00   |
| GRAND TOTAL                                                                                  |                                                                                                                                                 |                             | \$248,000.00 |

Exchange rate: \$1.23 as of 22 July 2022





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## Important

If the information in The Schedule is incorrect or incomplete, or if the insurance does not meet Your requirements, please tell Us as soon as possible.

You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant circumstances may invalidate Your policy, or may result in the policy not operating fully.

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## Contact Details for Claims and Help

Do You or Your employees use a Smartphone or Tablet Device?

Why not scan the QR Code and store Our contact details directly to Your device?



## Services

As an Aviva customer, You can access additional services to help You keep Your business running smoothly.

For Our joint protection telephone calls may be recorded and/or monitored.

**Claims Service: 0800 015 1498**

A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When We know about Your problem, We will start to put the solutions in place.

**Legal and Tax Helpline 0845 300 1899**

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and You pay for just the cost of the call.

**Risk Solutions Helpline 0845 366 6666**

Call for advice on safety, fire, security and other issues that can affect Your business. Most enquiries can be dealt with over the telephone, but if We can't give you an immediate answer, We will deal with your enquiry within one working day.

This service is available during office hours with an answering service outside these times.

**Counselling Service Helpline – 0117 934 0105**

This is a confidential service available to Your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

**Website – [www.cutredtape.co.uk](http://www.cutredtape.co.uk)**

This is Aviva's free website offering many tools and resources to help You manage Your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

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## Customer Obligations - Action You Must Take

The following Customer Obligations are actions You must take before We are liable to pay a claim. Failure to take the required action can invalidate Your cover. Please read these carefully and take the required action to ensure Your cover remains in force. For detail of any other alterations we have made to Your policy cover and/or any further Customer Obligations which must be complied with, please refer to both the Endorsements within the Premises section(s) below, and the General Endorsements section at the end of Your Schedule.

### Applicable to all Sections

#### Reasonable Precaution and Maintenance of Property

You must take reasonable precautions to prevent

- (1) Damage to Your Property Insured by maintaining Your Premises and equipment (including data and programs), in a satisfactory state of repair and in full working order, ensuring that plant and machinery comply with any Statutory Regulations
- (2) accident or injury to any person or Damage to their property by complying with all legal requirements and safety regulations.

#### Minimum Security

Our minimum security requirements apply to / in respect of all doors and windows that provide access from those parts of The Premises occupied by You in connection with Your Business to

- (1) the open air
- (2) any area of Your premises not occupied by You in connection with Your Business
- (3) any adjoining premises.

When The Premises are unattended all doors, windows and other access points must be closed and the security devices detailed below must be in full and effective operation and the keys removed from The Premises.

Depending on the construction of the door and the manufacturer advises:

- (1) Doors (Manual/Push) should be fitted with a proprietary locking device and/or a closed shackle lock
- (2) Doors (Roller Manual) should have the operating chain fastened to an internal chain stop, housing or wall bracket by means of a padlock having a hardened steel shackle.
- (3) Doors (Electrical) should have an operating switch permitting power to be isolated and secured in the 'off' position.
- (4) Windows
  - a) Accessible windows including Basement, Ground/Lower floor and those that can be reached without the use of a mechanical aid, should be secured internally by means of a lockable retaining device
  - b) Roof windows and roof lights should be fitted with a device that is approved for use by the manufacturer

Emergency Fire Exits are exempt from these requirements but must be kept closed when not in use.

#### Precautions You must take:

If any of Your security devices are not working correctly, You must advise Us as soon as possible and no later than 10:00am the next working day. We will confirm Your cover, which may include new requirements needing to be put in place. For your cover to continue, You must comply with Our subsequent requirements.

Should You not have told Us, this may affect the cover You are being provided.

#### Claims Procedure

You must tell us immediately or at least within 7 days of becoming aware of any incident which may result in a claim.

You must report to the police, as soon as reasonably possible, any damage arising from Theft, Arson, Malicious Damage, and within 7 days for Riot or Civil Commotion.

You must provide us with all information of the loss, liability, destruction, damage, accident or injury, including the amount of the claim, and any communication from 3rd parties.

You must not admit or deny fault or accept responsibility or make any payments, admit, deny, negotiate or settle any claim without our prior written consent.

You can with Our consent arrange for urgent repairs to be done immediately which are reasonable and necessary to secure the Property Insured.

You must allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute, at Our own expense and for Our own benefit, any claim for cover or compensation against any other person. You must give us all information and assistance We require.



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## Applicable to the Property Damage Section

### Money in Transit

You must ensure Money in the form of physical coins or bank currency notes in excess of £2,500 is moved by private transport if travelling more than half a mile, and is accompanied by the following number of persons, who must either be You and/or any director, partner or Employee of Yours specified below:

Over £2,500 to £5,000 – by at least 2 persons

Over £5,000 to £8,000 – by at least 3 persons

Over £8,000 – by at least 4 persons

unless such transit is carried out by a professional security company employed on Your behalf.

### Mobile Telephones – Claims Procedures

You must, within 24 hours of becoming aware that Your mobile telephone has been stolen, notify both the Police and Your airtime provider, and request that Your airtime provider bars Your SIM card.

You must also notify Us within 48 hours of becoming aware of the loss of Your mobile telephone and provide

- (1) proof of purchase or evidence of Your airtime provider business contract
- (2) the International Manufacturers Electronic Identification (IMEI) number of Your mobile telephone
- (3) in the event of a theft, a crime reference number.

You must also provide the monthly mobile telephone bill(s) covering any period of unauthorised use and the bill for the month immediately prior to the loss.

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## Applicable to the Business Interruption Section

### Health and Safety

At Your Premises You must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice.

### Claims Procedures

You must take reasonable action to minimise any interruption of, or interference with, Your Business, or to prevent or reduce the loss.

At Your expense, you must provide Us with

- (1) a written claim and any details of other insurances which cover the Damage or resulting loss. This has to be provided within the 30 days following the end of the Indemnity Period, or any further time we may allow.
- (2) books, records and documents We require to assess Your claim

If You fail to comply with this condition, any payments on account We have already made will have to be repaid by You.

### Option A - Loss of Income - Sum Insured

You must tell Us, prior to each renewal a revised sum insured for Loss of Income.

### Book Debts – Debit Recording

You must, at the end of each quarter, record the total amount outstanding in Your Customer's Accounts. You must keep this information in a different building to that containing Your accounting and other business records.

**Premises 1**

Your Premises Bloxham Mill Business Centre, Barford Road, Bloxham, Banbury, Oxfordshire, United Kingdom, OX15 4FF  
 Your Business Marketing

**PROPERTY DAMAGE SECTION**

Basis of Cover:

All Risks

Territorial Limits:

Premises / United Kingdom / European Union – Unlimited  
Worldwide – for up to 90 days in any one Period of Insurance**Property Insured****Sum Insured****Computer and Electronic Equipment**

£5,000

- All parts of the electronic data processing installation at Your Premises including all ancillary equipment and wiring but excluding Computer and Electronic Equipment controlling any manufacturing process.  
This definition also includes Laptops and other portable Computer and Electronic Equipment, when the replacement value of such equipment has been included in the Sum Insured.

**Business Records**

£110,000

**All Other Contents including**

£18,832

- Mobile telephones
- Audio/Video Equipment
- Photographic Equipment and Binoculars
- Survey Equipment
- Paintings, curios and works of art
- Documents, manuscripts, business books, Data Storage Materials
- Fixtures and fittings, lamps, signs & nameplates
- Patterns, models, moulds, plans and designs
- Trade samples, brochures, promotional merchandise, goods held in trust
- Employees' pedal cycles, tools and other personal items
- Visitors' personal belongings
- Wines, spirits, cigarettes and tobacco for personal use

**Tenants Improvements**

£0

**TOTAL SUM INSURED**

£143,832

**Core Property Protection:**

The sums insured declared for Computer and Electronic Equipment, Business Records, All Other Contents, and Tenants Improvements are shown above. These have been combined to form one overall total sum insured. In the event of a claim for one or any combination of these items, the most We will pay will be the total sum insured uplifted by 20%, or £25,000, whichever is the higher.

**Extra Cover:**

If we agree to pay a claim under this section, we will also provide the following extra cover. Any amounts payable under these extra covers apply in addition to the sums insured above.

**Up to £50,000 for any one claim for**

- Changing Locks
- Metered Services
- Damage to Grounds
- Detecting Leaks

**Up to 10% of Buildings Sum Insured or £500,000 (whichever is lower), for any one claim at any one location for**

- Capital Additions
  - Newly built and/or newly acquired buildings and/or trade fixture and fittings
  - Alterations, additions and improvements

**Up to £250 for any one claim for unauthorised use of mobile telephones**



**Money**

**Insured Item:**

| Coin, bank and currency notes                                         | <b>Sum Insured</b>       |
|-----------------------------------------------------------------------|--------------------------|
| • on Your Premises during Business Hours                              | £5,000                   |
| • in transit or in a bank night safe until removed by a bank official | £5,000                   |
| • on contract sites while You or any Employee are working there       | £5,000                   |
| • contained in a locked safe on Your Premises outside Business Hours  | £5,000                   |
| • Coin, bank and currency notes whilst                                |                          |
| - on Your Premises not held in a locked safe outside Business Hours   | (any one claim) £500     |
| - in Your home or the home of any Employee, partner or director       | (any one claim) £500     |
| • Money other than coin, bank and currency notes                      | (any one claim) £250,000 |
| • Theft damage to personal belongings / carrying cases                | (any one claim) £500     |

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**Assault**

| <b>Incident leading to</b>      | <b>Incident occurred</b> | <b>Maximum Payable</b>                 |
|---------------------------------|--------------------------|----------------------------------------|
| • Death                         | (within 24 months)       | £ 10,000                               |
| • Loss of Hearing               | (within 24 months)       | £ 10,000                               |
| • Loss of Sight                 | (within 24 months)       | £ 10,000                               |
| • Loss of Speech                | (within 24 months)       | £ 10,000                               |
| • Loss of Limb                  | (within 24 months)       | £ 10,000                               |
| • Permanent Total Disablement   | (after 24 months)        | £ 10,000                               |
| • Temporary Total Disablement   | (within 24 months)       | £100 per week for a maximum of 2 years |
| • Temporary Partial Disablement | (within 24 months)       | £ 50 per week for a maximum of 2 years |

**BUSINESS INTERRUPTION SECTION**

Insured Item:

|                           | Sum Insured | Maximum Indemnity Period |
|---------------------------|-------------|--------------------------|
| Option A - Loss of Income | £732,700    | 12 Months                |

The Maximum Indemnity Period stated above, if less than 18 months, will be increased to 18 months and the declared Sum Insured stated above for Loss of Income will be proportionately increased.

In the event of a claim, the maximum amount We will pay will be 133 1/3 % of the declared Sum Insured or the proportionately increased figure.

|            | Cover Limit |
|------------|-------------|
| Book Debts | £5,000      |

Extra Cover:

If we agree to pay a claim under this section, we will also provide the following extra cover. Any amounts payable under these extra covers apply in addition to the sums insured above.

Up to £50,000 for any one claim for

- Public Utilities
  - Maximum payable any one loss for failure resulting from accidental means other than Damage will be £50,000
  - Maximum payable any one Period of Insurance for failure resulting from accidental means other than Damage will be £100,000
  - If the maximum payable any one loss stated above is lower, that limit will apply.
- Telecommunications
  - Maximum payable any one loss for failure resulting from accidental means other than Damage will be £50,000
  - Maximum payable any one Period of Insurance for failure resulting from accidental means other than Damage will be £100,000
  - If the maximum payable any one loss stated above is lower, that limit will apply.
- Government or Local Authority Action
- Essential Personnel
- Employee Lottery Win
- Suppliers

Up to £50,000 in any one Period of Insurance for

- Additional Increased Cost of Working
- Loss of Attraction
  - The Maximum Indemnity Period for this cover item is 3 months.
- Prevention of Access

Up to £25,000 in any one Period of Insurance for

- Specified Disease, Infestation and Defective Sanitation
  - The Maximum Indemnity Period for this cover item is 3 months.

**TERRORISM SECTION**

Cover Not Selected

**EMPLOYERS' LIABILITY SECTION**

Insured Item:

|                      | Cover Limit |
|----------------------|-------------|
| Employers' Liability | £10,000,000 |

Extra Cover:

If we agree to pay a claim under this section, we will also provide the following extra cover. Any amounts payable under these extra covers apply in addition to the sums insured above.

Up to £500 per day for Court Attendance by any director, partner or Employee.



**PUBLIC AND PRODUCTS LIABILITY SECTION**

|                               |                    |
|-------------------------------|--------------------|
| <b>Insured Item:</b>          | <b>Cover Limit</b> |
| Public and Products Liability | £5,000,000         |

**Extra Cover:**

If we agree to pay a claim under this section, we will also provide the following extra cover. Any amounts payable under these extra covers apply in addition to the sums insured above.

Up to £500 per day for Court Attendance by any director, partner or Employee.

**COMMERCIAL LEGAL PROTECTION SECTION**

|                             |                    |
|-----------------------------|--------------------|
| <b>Insured Item:</b>        | <b>Cover Limit</b> |
| Commercial Legal Protection | £ 500,000          |

**COMPUTER BREAKDOWN SECTION**

Cover Not Selected

**EMPLOYEE DISHONESTY SECTION**

Cover Not Selected

**PERSONAL ACCIDENT SECTION**

Cover Not Available

**SECTION EXCESSES**

| <u>Section</u>                                                                                      | <u>Excess</u> |
|-----------------------------------------------------------------------------------------------------|---------------|
| Property Damage                                                                                     |               |
| Property Damage                                                                                     | £250.00       |
| • Money & Assault                                                                                   | £ NIL         |
| Public and Products Liability                                                                       |               |
| Third Party Property Damage – Hired or Rented Premises                                              | £250          |
| <b>Any other Excess/Excesses stated as applying in any Endorsements and/or Your Policy Wording.</b> |               |

**VENDOR NAME & ADDRESS**

Vendor Cellet Travel Services, LTD  
 Address Bloxham Mill Business Centre, Barford Rd.  
Bloxham Banbury, Oxfordshire OX15  
Yolanda Fletcher  
 Phone 386-677-7000

**NASSAU COUNTY  
 BOARD OF COUNTY COMMISSIONERS**  
 96135 Nassau Place Suite 1  
 Yulee, FL 32097

PAGE  
 1 OF 1  
 AITDC

**REQUISITION 2023**

REQUESTED BY: Gil Langley

|            |                                |   |               |               |                       |
|------------|--------------------------------|---|---------------|---------------|-----------------------|
| 10/20/2022 | International Public Relations | 1 | \$ 248,300.00 | \$ 248,300.00 | 37524552-548018 INTNL |
|            |                                |   |               | \$ -          |                       |
|            |                                |   |               | \$ -          |                       |
|            |                                |   |               | \$ -          |                       |
|            |                                |   |               | \$ -          |                       |
|            |                                |   |               | \$ -          |                       |
|            |                                |   |               | \$ -          |                       |
|            |                                |   |               | \$ -          |                       |

**Purchasing Process:**  
**5.8 Other Professional Services**

ORIGINAL - FINANCE COPY  
 COPY- DEPARTMENT COPY

Subtotal:  
 Total: **\$248,300.00**

**Department Head / Managing Agent**

I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Marshall Eyerman 1/25/2023

GL 1/25/2023

**Office of Management and Budget**

I certify that, to the best of my knowledge, funds are available for payment and this purchase consistent with the Nassau County Purchasing Policy.

Chris Lacambra 1/25/2023

JF

1/24/2023

**Procurement Director**

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

[Signature] 1/26/2023

**County Manager**

I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

[Signature] 2/3/2023



Exemptions / Sole Source / Single Source Certification Form

Date: December 14, 2022 Contact Name: Yolanda Fletcher, Managing Director
Vendor Name: Cellet Travel Services LTD Project: Marketing
Address: Bloxham Mill Business Centre, Barford Rd. Bloxham Banbury, Oxfordshire OX15 FY Cost: \$248,300.00
Phone: +441295722816 Total Cost: \$248,300.00
Account: 37524552-548018-INTNL

Description of Goods and/or Services: International Public Relations, Marketing, and Trade

Source of Funds: [X] County [ ] State [ ] Federal [ ] Other

Check one (1) of the following choices:

- [X] Exempt purchase: [ ] Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
[ ] Professional Services: Nassau County Purchasing Policy (Chapter 1, Article VII, Section 1-141) - Purchasing policy Section (e) Purchases exempt from competitive or alternative methods.
[ ] Communications (5.2 - Nassau County Purchasing Policy Exemption)
[ ] Publications (5.3 - Nassau County Purchasing Policy Exemption)
[ ] Lodging and Transportation (5.5 - Nassau County Purchasing Policy Exemption)
[X] Other Professional Services (5.8 - Nassau County Purchasing Policy Exemption)

[ ] Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase. (Attach letter from the vendor)
[ ] Sole Source: The goods or services can be legally purchased from only one source. (Attach letter from the vendor). Were alternatives evaluated? Yes [ ] (If yes, explain why alternatives are unacceptable) No [ ] (If no, explain why no alternatives were evaluated)

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

Cellet Travel Services LTD is the marketing agency that handles our UK marketing efforts, and they are in the middle of a Amelia Island Marketing campaign for the UK. This contract would expand our scope with them to a pan-European focus, i.e., Germany, etc. If we switched agencies there would not be continuity throughout the European marketing plans and many costly labor hours would need to be duplicated to regain that continuity thus driving the costs overbudget.

Department Head/Managing Agent - I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.

25/2023 Marshall Eyring 1/25/2023

Procurement Director - I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

Lanasa Belmonte 1/26/2023

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.

chris lacambra 2/5/2023

County Manager - I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

[Signature] 2/3/2023