

Resolution No. 2010- 206

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS AND REQUIREMENTS OF THE FIRST AMENDMENT TO THE EXISTING AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND ST. JOHNS COUNTY VISITORS AND CONVENTION BUREAU, INC ("VCB") WHICH AMONG OTHER THINGS ALLOWS THE VCB TO PROVIDE SERVICES THAT INCLUDE PROMOTING AND ADVERTISING TOURIST RELATED CULTURAL, HISTORICAL, LITERARY, FINE AND NON-FINE ARTS ENTERTAINMENT, FESTIVALS, PROGRAMS AND ACTIVITIES; PROVIDING FOR THE EFFECT OF RECITALS; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AMENDMENT ON BEHALF OF THE COUNTY; AND PROVIDING FOR THE CORRECTION OF ANY SCRIVENER'S ERRORS ABSENT FURTHER BOARD ACTION.

WHEREAS, St. Johns County, a political subdivision of the State of Florida, ("County") by and through its Board of County Commissioners ("Board") and the St. Johns County Visitors and Convention Bureau, Inc. (VCB), mutually seek to amend their existing Agreement to include among the Scope of Services performed by the VCB, the promotion and advertising of the County's arts and cultural assets as a means of attracting visitors to the County; and

WHEREAS, in order to effectuate the provision of such services, the parties seek to execute the First Amendment to the original Agreement (attached hereto, and incorporated herein); and

WHEREAS, the Tourist Development Council has reviewed the proposed First Amendment to the original Agreement and based upon its review, recommends that the Board approve and execute the Amendment; and

WHEREAS, the Board has reviewed the terms, provisions, conditions and requirements of the First Amendment to the original Agreement; and

WHEREAS, the Board finds that execution of the First Amendment to the original Agreement serves a public purpose.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS CONTAINED HEREIN, BOTH PARTIES AGREE AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of this First Amendment to the original Agreement between the County and the VCB, and authorizes the County Administrator, or designee, to execute the Amendment on behalf of the County.

Section 3. To the extent that there are scrivener's errors and/or administrative errors and/or omissions that do not change the tone, tenor, or concept of this Resolution, then such errors may be corrected without subsequent approval of the Board.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21st day of September 2010.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 

Ron Sanchez, Chairman

Attest: Cheryl Strickland, Clerk

By: 

Deputy Clerk

RENDITION DATE 9/23/10



**FIRST AMENDED
ADVERTISING/MARKETING/PROMOTIONAL SERVICES
AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND
ST. JOHNS COUNTY VISITORS AND CONVENTION BUREAU, INC.**

THIS FIRST AMENDMENT ("First Amendment) of the February 2, 2010, Advertising/Marketing/Promotional Services Agreement ("Agreement") between St. Johns County, Florida, and the St. Johns County Visitors and Convention Bureau, Inc., is made and entered into on this _____ day of _____, 2010, by St. Johns County, Florida, ("County"), a political subdivision of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and the St. Johns County Visitors and Convention Bureau, Inc. ("VCB"), a not-for-profit corporation organized and existing under the laws of the State of Florida, whose address is 29 Old Mission Avenue, St. Augustine, Florida 32084.

RECITALS

WHEREAS, the County and the VCB entered into the original Agreement on February 2, 2010; and

WHEREAS, the County and VCB want to clarify the Scope of Services performed by VCB, so as to include the promotion and advertising of the County's arts and cultural assets as a means of attracting visitors to the County; and

WHEREAS, in order to effectuate such a clarification, both the County, and VCB need to execute an Amendment to the original Agreement; and

WHEREAS, it is in the collective interests of both the County, and the VCB to have this First Amendment executed by both parties.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, both parties agree as follows:

Article 1. Incorporation of Recitals.

The above Recitals are incorporated into the body of this **First Amendment**, and the Recitals are adopted as Findings of Fact.

Article 2. Duration of First Amendment.

The duration of this **First Amendment** shall run from _____, 20___, through and until 11:59 pm on March 31, 2011.

Article 3. Renewal of First Amendment.

Provided that this **First Amendment** has not been terminated by either party in accordance with the terms hereof, this **First Amendment** shall renew automatically for successive terms of six (6) months. It is expressly noted however, that no renewal will extend beyond the duration of the original **Agreement**, which is set to expire at **11:59 pm on September 30, 2013**.

Article 4. Termination of this First Amendment.

This **First Amendment** may be terminated by either party without cause by providing at least sixty (60) days advance written notice to the other party. Consistent with other provisions contained in the original **Agreement**, the **VCB** shall be compensated for any, and all, **Services**, and reimbursed for any expenses that were both authorized under either this **First Amendment** or the original **Agreement**, and performed or accrued prior to the effective date of the termination of this **First Amendment**.

Additionally, it is expressly understood that this **First Amendment** may be terminated, under thirty (30) days notice, at such time as the **County** provides thirty (30) days advance written notice of the **County's** intent to either discontinue one or more items listed in this **First Amendment's** Expanded Scope of **Services**, or transfer the responsibilities and/or duties associated with one or more items listed in this **First Amendment's** Expanded Scope of **Services** to another person, party, or entity.

Article 5. Amendment to Attachment A of Original Agreement.

Attachment A of the Original Agreement is amended, so that the existing language of **Attachment A** is replaced with the following:

Attachment A

Scope of Services

The **VCB** shall use all reasonable efforts to:

- (1) Recommend to the St. Johns Tourist Development Council ("TDC") methods aimed at:
 - (a) Promoting and advertising the convention facilities that are presently available in the Area (including available public accommodations);
 - (b) Attracting conventions, exhibitions, trade shows, expositions, events, and similar functions to the Area;
 - (c) Advertising and promoting throughout the state, the nation, and the world the present tourist-oriented facilities and attractions in the Area;
 - (d) Identifying potential or underdeveloped tourist attractions in the Area; and
 - (e) Planning the expansion of tourism and tourist-oriented facilities.

Approval of any, or all, of such recommendations shall be at the sole discretion of the TDC.

- (2) Provide, or cause to be provided, all services that are requested by the TDC and approved by the BCC, and that are necessary or appropriate to attract tourist and convention activity on state, regional, national, and international levels including the licensing of certain St. Johns County trademarked assets and promotion and advertising cultural, historical, literary, fine and non-fine arts entertainment, festivals, programs, and activities that directly promote St. Johns County tourism. In accordance with St. Johns County Ordinance No. 2010-13, and as otherwise provided elsewhere in this Agreement, the VCB shall be reimbursed all actual and reasonable costs associated with providing such services.
- (3) Market tourist-oriented facilities in the Area;
- (4) Promote convention activities in the Area; and
- (5) Facilitate visits by interested professionals and industrial groups, organizations, and associations, in order evaluate the convention facilities in the Area;
- (6) Attend TDC meeting—such attendance shall be by the VCB Executive Director or his/her designee.
- (7) No later than July 1 of each year in which this **Agreement** is in effect, present to the TDC an annual comprehensive marketing plan based upon historical experience and information evidenced in nationwide industry trends, such as downturns in tourism in other parts of the state or country that translate into tourism opportunities within the Area. The comprehensive marketing plan shall include a set of specific actions, in order to increase the number of room nights spent in the Area. The marketing plan shall use as a benchmark, data from the previous year, and shall evaluate each year's success relative to the overall number of room nights, occupancy rates, visitor spending, unique visitors to the official web site of the VCB, and revenue from the Tourist Development Tax that is imposed and collected by the **County**. Such success shall be related to specific, purposeful activities by the VCB relative to national, state, and local trends. The comprehensive marketing plan shall also include a budget of anticipated annual disbursement of funds.

Article 6. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this **First Amendment**, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this **First Amendment**, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect.

Article 7. First Amendment effect on Original Agreement.

Excepting the amendments and revisions noted in this **First Amendment**, in all other respects, the original **Agreement** remains in full force, and effect. As for such amendments and revisions noted in this **Agreement**, such amendments and revisions have been incorporated into the original **Agreement**, and shall have full force, and effect.

Article 8. Authority to Execute.

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this **Agreement** and has authorized the execution of this **First Amendment** by a legal representative of that party.

Article 9. Effective Date.

The effective date for this **First Amendment** is _____, _____, 2010.

IN WITNESS WHEREOF, the parties have hereto executed this **Agreement** on the date and year below written.

St. Johns County, Florida

By: _____
Michael Wanchick—County Administrator

Date: _____

ATTEST: Cheryl Strickland, Clerk

Legally Sufficient

By: _____
Deputy Clerk

By: _____
Deputy County Attorney

Date: _____

**St. Johns County Visitors and Convention
Bureau, Inc.**

By: _____
Executive Director

Date: _____

WITNESS:

Date: _____

WITNESS:

By: _____