

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND GAMBLE ROGERS FESTIVAL, INC. FOR EVENT MANAGEMENT SERVICES IN ORDER TO PREPARE FOR AND CONDUCT THE GAMBLE ROGERS FOLK FESTIVAL ("SPECIAL EVENT") TO BE HELD ON FRIDAY, APRIL 29, 2011 THROUGH SUNDAY, MAY 1, 2011; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, St. Johns County, Florida (County) desires to enter into an Agreement with Gamble Rogers Festival, Inc., for the general purpose of providing certain event management services to Gamble Rogers, Inc. in order to prepare for and conduct the Gamble Rogers Folk Festival ("Special Event"); and

WHEREAS, the Cultural Events Division shall provide such services, and recommends that the County and Gamble Rogers enter into the Agreement for a period beginning April 5th, 2011 until 11:59 on May 1, 2011 specifying the duties and responsibilities of each party; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Agreement (attached hereto, and incorporated herein) and finds that entering into the Agreement serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

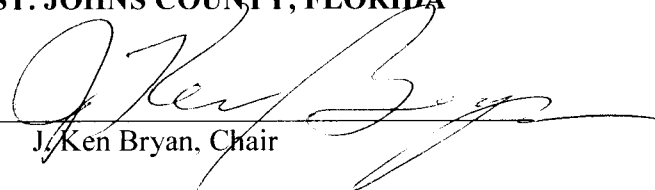
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions and requirements of the attached Agreement between St. Johns County, Florida, and Gamble Rogers Folk Festival, Inc., and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County.

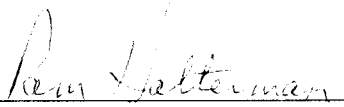
Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or concept, of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED BY THE Board of County Commissioners of St. Johns County, Florida, this 5th day of April 2011.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
J. Ken Bryan, Chair

Attest: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 4/8/11

**ST. JOHNS COUNTY SPECIAL EVENT
MANAGEMENT SERVICES AGREEMENT**

This St. Johns County Special Event Management Agreement, made this _____ day of _____, 20____, by and between St. Johns County, ("County") a political subdivision of the State of Florida, hereinafter referred to as "the County", and Gamble Rogers Festival, Inc., herein after referred to as "Gamble Rogers", a corporation authorized to do business in the State of Florida and whose primary business address is:

Gamble Rogers Folk Festival, Inc.
6713 Hidden Creek Blvd.
St. Augustine, FL 32086-7983

In consideration of the mutual promises contained herein, the County and Gamble Rogers agree as follows:

Section 1. Purpose of this Agreement.

By this Agreement, the County shall provide management services to Gamble Rogers in order to prepare for and conduct the Gamble Rogers Folk Festival ("Special Event") to be held on Friday, April 29, 2010; Saturday, April 30, 2010; and Sunday, April May 1, 2011.

Section 2. Duration of Agreement.

This Agreement shall run from **April 5, 2011** through and until 11:59 p.m. on **May 1, 2011**.

Section 3. Scope of Duties.

The County shall perform the following duties in accordance with the schedule entitled "County Management Service Personnel, Maximum Allotted Hours and Hourly Rates" attached hereto as Exhibit A, and incorporated herein:

- i. Conduct media research and develop a media plan;
- ii. Design, produce and place Special Event advertisements on Gamble Rogers' behalf;
- iii. In conjunction with Gamble Rogers, select acts to perform during the Special Event;
- iv. Negotiate performance fees and receive artist contracts for Gamble Rogers' final approval and execution;
- v. Coordinate the selection of Special Event venues; facilitate venue rental agreements and confirm payment of venue rental fees by Gamble Rogers;

- vi. Seek applicable permits, licenses, and/or approvals as required;
- vii. Provide for Special Event ticket sales;
- viii. Provide for the sale of Special Event concessions and merchandise;
- ix. Coordinate backstage hospitality and artists' accommodations;
- x. Provide for venue clean-up, including cleaning supplies, as needed;
- xi. Coordinate rental, delivery, setup and operation of mechanical equipment as needed;
- xii. Coordinate all backline as required;
- xiii. Provide for purchase, delivery and distribution of ice;
- xiv. Coordinate staging, lighting and sound equipment as needed;
- xv. Coordinate rental, delivery and setup of portable restrooms and washing stations as needed;
- xvi. Coordinate rental, delivery and setup of chairs, tables and tents as needed;
- xvii. Coordinate Special Event volunteers; and
- xviii. Provide directional signage.

b. Gamble Rogers shall:

- i. Provide a correct and complete List of Officers/Job Duties Form, which shall be attached as Exhibit B, and incorporated herein;
- ii. Ensure that each Gamble Rogers Officer performs the designated job duties as described in Exhibit B.
- iii. In conjunction with the County, select acts to perform during the Special Event;
- iv. In conjunction with the County, negotiate artist contracts;
- v. Provide final approval and execution of artist contracts;
- vi. Provide final approval and execution of venue rental agreements;
- vii. Promptly submit all applicable fees, deposits and payments as required (i.e. permit/licensing fees, advertising costs, venue rentals).

Section 4. Insurance.

- (a) Gamble Rogers shall secure and maintain general liability insurance coverage during the term of this Agreement. Such insurance shall be issued by a company (or companies) duly authorized to do business under the laws of the State of Florida. Such insurance coverage shall provide minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, for bodily injury and property damage.
- (b) Gamble Rogers shall furnish to the County Certificates of Insurance naming St. Johns County prior to the commencement of the Event naming the St. Johns County Board of County Commissioners as an additional insured.
- (c) Gamble Rogers agrees that this insurance requirement shall not relieve or limit Gamble Rogers' liability and that the County does not in any way represent that the

insurance required is sufficient or adequate to protect Gamble Rogers' interests or liabilities, but are merely minimum levels of coverage.

(d) It is the responsibility of Gamble Rogers to insure that all subcontractors comply with the applicable insurance requirements.

Section 5. Indemnity.

To the extent permitted by law, Gamble Rogers shall indemnify, defend and hold the County harmless from, and against, all claims and reasonable costs associated with the Special Event.

Section 6. Permits and Licenses.

To the extent that Gamble Rogers is required by Local, State or Federal jurisdiction to secure, obtain, acquire and/or maintain any permits, licenses and/or approvals in order to operate, conduct or manage the Special Event, or facilitate activities at the Special Event, then Gamble Rogers shall provide authorization to the County to apply for, request or otherwise seek such permits, licenses and/or approvals at Gamble Rogers' sole expense. Gamble Rogers shall for the duration of this Agreement and for the duration of any extension of this Agreement be required to maintain all such applicable permits, licenses and/or approvals.

Section 7. Fees.

In exchange for the County providing management services related to the Special Event as described elsewhere in this Agreement, Gamble Rogers shall pay to the County fee amounts in accordance with the Management Service Personnel, Maximum Allotted Hours and Hourly Rates Schedule attached hereto as Exhibit A. and incorporated herein. The total fees incurred for the duration of this Agreement shall not exceed \$4,770.78.

It is expressly understood by the County and by Gamble Rogers that the fees described above are in exchange for management services only and do not include additional costs and/or expenses inclusive of, but not limited to, advertising space, venue rental fees, permit/licensing fees, guest accommodations and equipment rental. Prompt payment of such expenses and costs shall be the sole responsibility of Gamble Rogers. In accordance with the Scope of Duties described elsewhere in this Agreement, the County may coordinate payment of such fees and costs.

Section 8. Reconciliation, Impasse and Payment.

Within thirty (30) days of the Special Event, Gamble Rogers shall reconcile any upfront payment by the County of fees, costs, expenses and/or deposits in order to determine whether: (1) additional fees, costs, expenses and/or deposits should be imposed that would require additional payment by Gamble Rogers; or (2) Gamble Rogers is entitled to a refund of any upfront payment.

Should the County and Gamble Rogers reach an impasse and fail to reconcile any aspect of fees, costs expenses and/or deposits owed to either party or another approved designated entity, then the County and Gamble Rogers shall, within thirty (30) days of reaching such an impasse, enter into settlement negotiations, using a neutral third-party mediator/facilitator, in order to seek final and formal resolution of the impasse. Should such settlement negotiations fail to resolve the impasse, then either the County or Gamble Rogers may pursue any applicable administrative and/or legal remedy available.

Payment by Gamble Rogers to the County of any outstanding fees owed shall be in the form of a cashier's check, money order or wire transfer and shall be made payable to the County by no later than the First day of June, 2011.

Section 9. Availability of Funds.

The obligations of the County under this Agreement are limited to the availability of funds lawfully appropriated by the St. Johns County Board of Commissioners for the provision of management services as described elsewhere in this Agreement.

Section 10. No Commitment of County Funds.

Both the County and Gamble Rogers acknowledge and understand that, while the County may take all reasonable measures to provide funds needed to perform the management services as described elsewhere in this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly understood that Gamble Rogers shall not demand that the County provide any such funds in any given County Fiscal Year.

Section 11. Extension of the Agreement.

Either the County or Gamble Rogers may request, in writing, an extension of this Agreement. If the extension request is acceptable to the other party, then such party shall expressly approve the extension request in writing. Both the extension request and approval of the extension request shall specifically indicate the same timeframe/duration of the extension of this Agreement.

Section 12. Amendments to this Agreement.

Both the County and Gamble Rogers acknowledge that this Agreement, together with any attached and incorporated Exhibits, constitute the complete agreement and understanding between the County and Gamble Rogers.

The County and Gamble Rogers further acknowledge that any change, modification, amendment, revision or extension of the Agreement (other than termination as noted elsewhere in this Agreement) shall be in writing and shall be executed by duly authorized representatives of both the County and Gamble Rogers.

Section 13. Termination.

This Agreement may be terminated without cause upon either the County or Gamble Rogers providing at least thirty (30) days advance written notice to the other party of such notice of termination without cause. Such written notifications shall indicate that either the County or Gamble Rogers intends to terminate this Agreement thirty (30) days from the date of notification (unless a greater than thirty (30) days is specified). Consistent with other provisions in this Agreement, Gamble Rogers shall compensate the County for any services and/or expenses that are both authorized under this Agreement and that are performed and/or accrue up to the termination of this Agreement.

This Agreement may be terminated with cause upon either the County or Gamble Rogers providing at least ten (10) days advance written notice to the other party of such notice of termination for cause. Such written notification shall indicate the cause for termination. Consistent with other provisions in this Agreement, Gamble Rogers shall compensate the County for any services and/or expenses that are both authorized under this Agreement and that are performed and/or accrue up to the termination of this Agreement.

Section 14. Assignment.

In light of the scope of, and rationale for, this Agreement, neither the County nor Gamble Rogers may assign, transfer and/or sell any of the rights noted in, or associated with, this Agreement, without the express written consent and approval of the other party. Should either the County or Gamble Rogers assign, transfer and/or sell any rights noted in this Agreement, without the express written consent and approval of the other party, then such action in part of either the County or Gamble Rogers shall result in the automatic termination of this Agreement, without further notice or action required in part of the other party.

Section 15. Notices.

All notices, invoices and correspondence required by or related to this Agreement shall be sent to the County Administrator and to the Parks and Recreation Department, Cultural Events Division at:

**St. Johns County
Attn: County Administrator
500 San Sebastian View
St. Augustine, FL 32084**

**St. Johns County Cultural Events Division
Attn: Jessica Jasner
1340 A1A South, Ste. C
St. Augustine, FL 32080**

and to Gamble Rogers at:

Gamble Rogers Folk Festival Inc.
Attn: Paul J. Linser
6713 Hidden Creek Blvd.
St. Augustine, FL 32086-7983

Section 16. Force Majeure.

Neither the County nor Gamble Rogers shall be held in non-compliance or default of the terms, conditions, provisions and requirements of this Agreement, nor suffer any enforcement penalty relating thereto (including termination, cancellation or revocation of this Agreement) where such non-compliance or alleged default occurred and/or was caused by strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane or other act of nature or other event that is reasonably beyond either's party's ability to anticipate and/or control.

Section 17. Access to Records.

The access to, disclosure, non-disclosure or exemption of records, data, documents and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Act (Chapter 119 of the Florida Statutes), and other applicable local, State and Federal laws governing public information. It is specifically understood by the County and by Gamble Rogers that access to such public records may not be blocked, thwarted and/or hindered by placing the public records in the possession of a third-party or an unaffiliated party.

Section 18. Review of Records.

As a condition of entering into this Agreement and to ensure compliance, especially as it relates to any applicable law, rule or regulation, Gamble Rogers authorizes the County to examine, review, inspect and/or audit the books and records in order to determine whether compliance has been achieved with respect to the terms, conditions, rights and responsibilities noted in this Agreement. It is specifically noted that Gamble Rogers is under no duty to provide access to documentation not related to this Agreement, and otherwise protected by local, State or Federal law.

Section 19. Relationship of the County and Gamble Rogers.

This Agreement shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association or joint venture between the County and Gamble Rogers.

Section 20. Use of the County Seal and Logo.

Pursuant to, and consistent with, St. Johns County Ordinance 92-2, *as amended*, and St. Johns County Administrative Policy 101.3, Gamble Rogers may not manufacture.

replicate, display or otherwise use any facsimile or reproduction of the County Seal or the County Logo without the express written consent and approval of the St. Johns County Board of Commissioners.

Section 21. No Third Party Beneficiaries.

Both the County and Gamble Rogers explicitly agree and this Agreement explicitly states that no third party beneficiary status or interest is conferred or inferred to any other person or entity.

Section 22. Governing Law and Venue.

This Agreement shall be construed according to the laws of State of Florida. Venue for any administrative and/or state legal action arising under this Agreement shall be in St. John County, Florida. Venue for any federal court action arising under this Agreement shall be the United States District Court, Middle District of Florida, Jacksonville, Florida Division.

Section 23. Effect of Failure to Insist on Strict Compliance with Conditions.

Failure by either party to insist on strict performance of any of the provisions hereof; either party's failure or delay in exercising any rights or remedies herein; or any purported oral modification or recession of this Agreement by an employee or agent of either party shall not release the other party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, shall not be deemed a waiver of either party's rights or remedies granted under this Agreement or by law, and shall not operate as a waiver of any of the provisions herein.

Section 24. Severability.

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

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IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

ST. JOHNS COUNTY

**GAMBLE ROGERS FOLK
FESTIVAL, INC.**

By: _____
(signature)

By: _____
(signature)

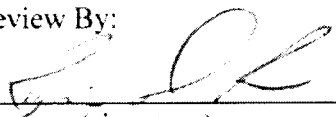
(print name)

(print name)

Title: _____

Title: _____

Legal Review By:

Name: 
(signature)

Date: 8/24/2011

ST. JOHNS COUNTY SPECIAL EVENTS MANAGEMENT AGREEMENT

EXHIBIT A

COUNTY MANAGEMENT SERVICE PERSONNEL
MAXIMUM ALLOTTED HOURS AND HOURLY RATES

The cost of services to be provided under Section 3 of this agreement will be based on the actual number of hours devoted to Gamble Rogers by SJC Cultural Events Division staff with the time not to exceed the estimated number of hours listed below. The maximum fee to be charged Gamble Rogers for services provided under this Agreement is \$4,770.78

<u>Management Services Personnel</u>	<u>Maximum Allotted Hours</u>	<u>Hourly Rates</u>
Event Management Supervision / Booking Talent	20	\$41.73
Box Office Operations / Volunteer Coordination	30	\$22.55
Business Manager	30	\$27.36
Production Supervisor	50	\$22.55
Production Assistant	50	\$16.00
Marketing & Promotion Coordinator	25	\$20.48

Total staffing charge = \$4770.78

Exhibit B

Officers, Directors, Trustees, and Principal Salaried Executive Personnel

Please list officers, directors, trustees, and principal salaried executive personnel:

- | | |
|---|------------------------------------|
| 1. Last Name, First Name: <u>LINSER PH.D., Dr. PAUL J</u> | Title: <u>President</u> |
| Contact Address: <u>6713 HIDDEN CREEK BLVD</u> | Contact Phone: <u>904-794-4163</u> |
| City, State, and Zip: <u>ST AUGUSTINE, FL 32086-7983</u> | Salaried (Y/N): <u>N</u> |
| 2. Last Name, First Name: <u>LINSER PH.D., Dr. PAUL J</u> | Title: <u>Treasurer</u> |
| Contact Address: <u>6713 HIDDEN CREEK BLVD</u> | Contact Phone: <u>904-794-4163</u> |
| City, State, and Zip: <u>ST AUGUSTINE, FL 32086-7983</u> | Salaried (Y/N): <u>N</u> |
| 3. Last Name, First Name: <u>LINSER, BARBARA M</u> | Title: <u>Secretary</u> |
| Contact Address: <u>6713 HIDDEN CREEK BLVD</u> | Contact Phone: <u>904-794-4163</u> |
| City, State, and Zip: <u>SAINT AUGUSTINE, FL 32086-7983</u> | Salaried (Y/N): <u>N</u> |
| 4. Last Name, First Name: <u>PATTERSON, ROBERT D</u> | Title: <u>Vice President</u> |
| Contact Address: <u>165 LINDEN RD</u> | Contact Phone: <u>904-797-5262</u> |
| City, State, and Zip: <u>SAINT AUGUSTINE, FL 32086-6636</u> | Salaried (Y/N): <u>N</u> |
| 5. Last Name, First Name: <u>STAFFORD, JAMES</u> | Title: <u>Director</u> |
| Contact Address: <u>3212 TURTLE CREEK RD.</u> | Contact Phone: <u>904-797-3697</u> |
| City, State, and Zip: <u>ST. AUGUSTINE, FL 32086</u> | Salaried (Y/N): <u>N</u> |
| 6. Last Name, First Name: <u>KROPACEK, WALLY</u> | Title: <u>Director</u> |
| Contact Address: <u>5354 3RD STREEP</u> | Contact Phone: <u>904-471-3640</u> |
| City, State, and Zip: <u>ST. AUGUSTINE, FL 32080</u> | Salaried (Y/N): <u>N</u> |
| 7. Last Name, First Name: <u>DE FRATES, JAMIE</u> | Title: <u>DIRECTOR</u> |
| Contact Address: <u>4475 US HWY 1 SOUTH, SUITE 201</u> | Contact Phone: <u>904-399-2929</u> |
| City, State, and Zip: <u>ST. AUGUSTINE, FL 32086</u> | Salaried (Y/N): _____ |
| 8. Last Name, First Name: _____ | Title: _____ |
| Contact Address: _____ | Contact Phone: _____ |
| City, State, and Zip: _____ | Salaried (Y/N): _____ |
| 9. Last Name, First Name: _____ | Title: _____ |
| Contact Address: _____ | Contact Phone: _____ |
| City, State, and Zip: _____ | Salaried (Y/N): _____ |