

RESOLUTION NO. 2019 - 119

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH SOUND DIPLOMACY, INC AND UPON SUCCESSFUL NEGOTIATIONS, AWARD AND EXECUTE AN AGREEMENT FOR A MUSIC TOURISM DEVELOPMENT STUDY.

RECITALS

WHEREAS, the County desires to enter into a contract with Sound Diplomacy, Inc to conduct a music tourism development study, as provided in the Consultant's proposal; and

WHEREAS, the scope of the services will generally include assessment of the economic impact of music tourism, identification of deficiencies in policy, engagement and strategy, and providing a music vision, ecological impact assessment, economic impact assessment, and a music strategy, as provided in the Consultant's proposal; and

WHEREAS, Sound Diplomacy is the only known consulting firm that assigns an economic value to the existing music industry and projects the economic value of growth alternatives of music in the community, and because the music development for economic gain is a highly specialized field, the request is to move forward with Sound Diplomacy for this study as a single source; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to authorize staff to enter into negotiations with Sound Diplomacy, Inc to provide the services set forth in the Consultant's proposal.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to award and execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically agreed to by both parties.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of April, 2019.

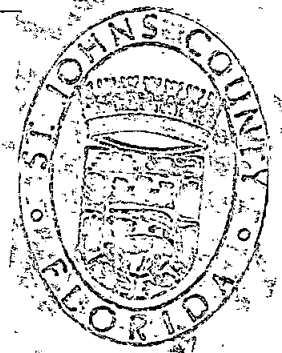
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: Paul M. Waldron
Paul M. Waldron, Chair

**ATTEST: ST. JOHNS COUNTY, FL
CLERK OF COURT: Hunter S. Conrad, Clerk**

By: Pam Halterman
Deputy Clerk

RENDITION DATE 4/4/19





CONTRACT AGREEMENT
Misc. No: 19-58; Music Tourism Development Study
Master Contract #: _____

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2019, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Sound Diplomacy, Inc** ("Consultant"), authorized to do business in the State of Florida, with principal offices located at: 1100 Poydras Street, Suite 3475, New Orleans, LA 70163; Phone: (347) 659-9231; Email: shain@sounddiplomacy.com.

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

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of one (1) calendar year, and may be extended as necessary to complete the required services, upon satisfactory performance by the Consultant, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include this Agreement, the Consultant's Proposal, all Specifications; and any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 -- SERVICES

The Consultant's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to conduct a music tourism development study, as specified in the Consultant's proposal, approved by the County and as otherwise provided in the Contract Documents.

Services provided by the Consultant shall be under the general direction of or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Consultant shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Consultant an amount not to exceed one hundred fifty eight thousand dollars (\$158,000.00) according to the pricing proposal attached hereto as Exhibit "A", which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Consultant under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Consultant is not entitled to the above-referenced amount of compensation. Rather, Consultant's compensation is based upon Consultant's adhering to the Scope of Work, detailed in this Agreement. As such, the Consultant's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Consultant shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Consultant's authorized representative on the submitted invoice shall constitute the Consultant's certification to the County that:
 1. The Consultant has billed the County for all services rendered by it and any of its consultants or sub-consultants through the date of the invoice;
 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Consultant for services rendered;

3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Consultant, bills/invoices submitted by the Consultant shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Consultant, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
 - E. The Consultant's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Consultant, or by the Consultant's consultants or sub-consultants, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
 - F. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County TDC
Attn: Tera Meeks
500 San Sebastian View
St. Augustine, FL 32084
 - G. FINAL INVOICE: In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "Final Invoice" on the Consultant's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the Consultant with cause upon at least ~~fourteen (14)~~ calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Consultant shall provide written notice to the County, which such notice shall include a timeframe of no fewer than _____ () business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than _____ () calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for

termination of this Agreement.

- C. Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Consultant is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Consultant upon request. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant's performance under this Agreement.

ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County

Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 14 - INSURANCE

The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Consultant shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.

The Consultant shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 15 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Consultant shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 17 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Consultant, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 19 – CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

ARTICLE 20 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Consultant's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Consultant and its subcontractor(s) and is without the fault or negligence of either of them, the Consultant shall not be deemed to be in default.

Upon the Consultant's request, the County shall consider the facts and extent of any delay in performing the work and, if the Consultant's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 21 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Consultant and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 22 – INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent consultant and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 23 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement 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 the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 24 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 25 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly-executed by authorized representatives of both the County, and the Consultant.

ARTICLE 27 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 28 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Consultant shall comply with any and all applicable laws, rules, regulations, orders, and policies

of the County, State, and Federal Governments.

ARTICLE 29 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 30 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Consultant shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 32 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 33 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 34 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, CPPB, FCCM, Assistant Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

Sound Diplomacy, Inc
C/O: GNO, Inc.
1100 Poydras Street
New Orleans, LA 70163

ARTICLE 35 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 36 –PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. 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.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 37 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 38 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 39 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONSULTANT have executed this Contract Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

Jaime T. Locklear, MPA, CPPB, FCCM
Printed Name of County Representative

Purchasing Manager
Title of County Representative

Signature County Representative

Date of Execution

CONSULTANT:

Company Name

Signature of Consultant Representative

Printed Name & Title

Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution



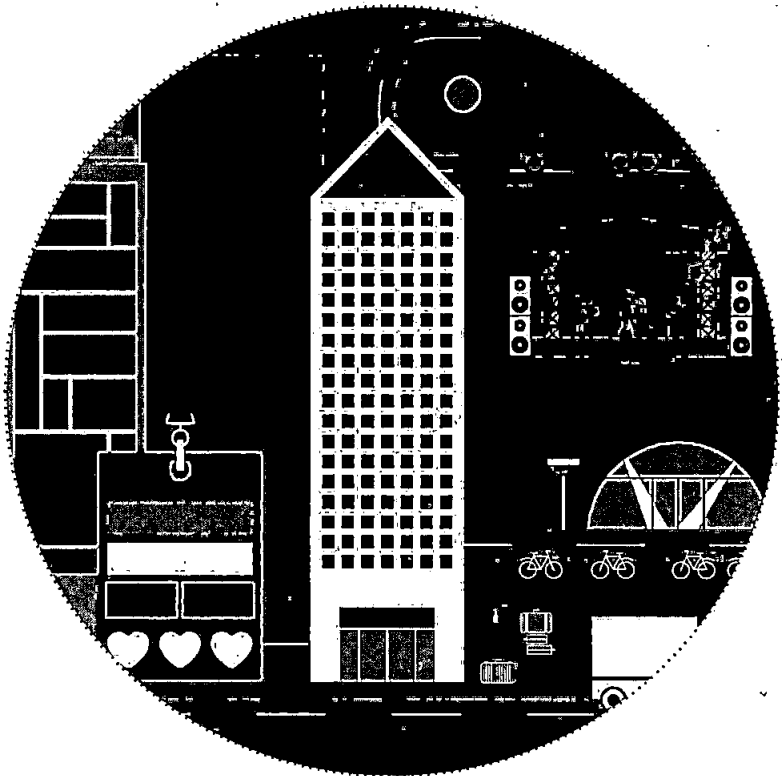
SOUND DIPLOMACY

ST. JOHNS COUNTY TOURISM BOARD

MUSIC STRATEGY

PROPOSAL

12 NOV 2018



1. INTRODUCTION

Sound Diplomacy is proud to present this initial set of ideas to the St. Johns County Tourism Board to map and assess the economic value of the City of St. Augustine and St. Johns County's music ecosystem to develop and execute a sustainable music and music tourism strategy.

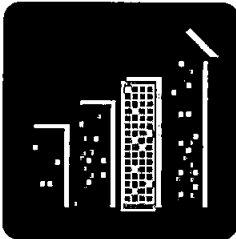
A full music strategy will deliver the following benefits:

- Employment Growth
- Skills Growth
- Economic Development
- Increased Conference & Events Programme
- Talent Retention & Attraction
- Community Engagement
- Better Spaces & Places
- Enhanced Reputation
- More Tourism
- International Networks
- Stakeholder Engagement



SOUND DIPLOMACY DELIVERS

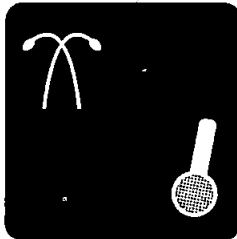
ECONOMIC
DEVELOPMENT



RETENTION
OF TALENT



IMPROVING
PUBLIC HEALTH



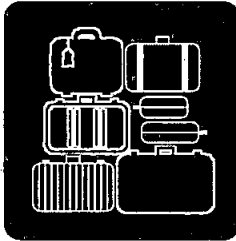
COMMUNITY
ENGAGEMENT



ENHANCED
REPUTATION



MORE
TOURISM



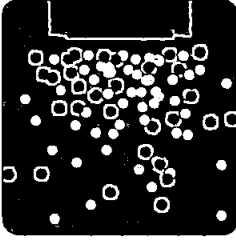
INTERNATIONAL
NETWORKS



STAKEHOLDER
ENGAGEMENT



MORE FESTIVALS
AND GATHERINGS



A HEALTHY
MUSIC INDUSTRY



INDUSTRIAL
GROWTH



BETTER SPACES
AND PLACES



2. OUR EXPERIENCE

Sound Diplomacy is the global leader of the music cities movement.

In over 20 countries, Sound Diplomacy helps governments and the private sector understand the value of music, and how to unlock its full potential. Examples of our work include:

- Developing the economic impact & music board for Northwest Arkansas.*
- Delivered the launch of New York Music Month for the New York City's Mayor's Office of Media and Entertainment.
- Delivered the music and music venue policy for the Mayor of London, UK, including co-writing two Mayor of London reports.
- Advised the United Nations on music strategy, including developing Cuba's national music policy.
- Developed the economic impact & music strategy for Brisbane, Australia.
- Developing the economic impact & music strategy for Cardiff, UK.*
- Delivered the economic impact & music strategy for Vancouver, Canada.
- Developing the economic impact & music strategy for Huntsville, Alabama.*
- Developing the economic impact & music strategy for San Francisco, USA.*
- Developing the economic impact & music strategy for Lausanne, Switzerland.*
- Assisted in the development of London's Night Czar, or Night Time Mayor.
- Working with the City of Barcelona, Spain to create a music office.*
- Delivered the music strategy for the City of Katowice in Poland, including delivering a UNESCO City of Music designation.
- Developing New Orleans' music strategy

*ongoing

2. OUR EXPERIENCE (cont'd)

- Run Music Cities Convention, the largest conference of its kind in the world.*
- Developed a music and tech strategy for the City of Berlin, Germany.
- Advising on music policy to 10 property developers in the UK.*
- Delivered the economic impact assessment and music policy for the Government of Trinidad & Tobago.
- Delivered a music audit and strategy for the Government of St. Lucia.
- Delivered a creative industries strategy for Armenia, commissioned by GIZ, assessing the state of the country's creative industries to create a recommendation plan for its various sectors.
- Co-founded the Music Cities Network, whose members include Hamburg, Berlin, Aarhus and Sydney.
- Published the largest market primer of Latin and South American countries ever written, for the Canadian Independent Music Association.
- Wrote an accredited degree course on music export and marketing for Berklee College of Music.
- Developing a music strategy for Indianapolis, Indiana*
- Completing an economic impact assessment of The Mighty Mississippi Festival, for the State of Mississippi.*

*ongoing



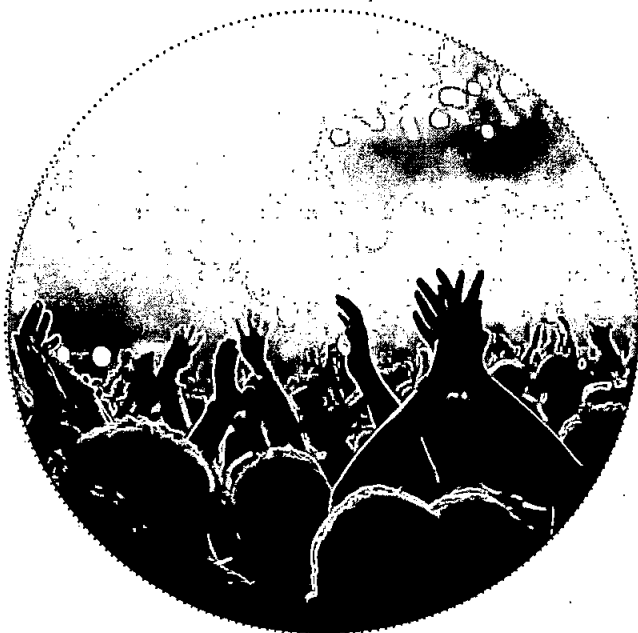
2.1 OUR RESULTS

- Delivered the music policy for the Mayor of London.
- Determined the economic value of London's venues - worth £91m.
- Created a music district in Port of Spain, Trinidad.
- Confirmed \$400k CAD in extra support for music in Vancouver.
- Confirmed £330k GBP in extra support for music in Kirklees County, UK.
- Delivered the Cuban music strategy for the United Nations Industry Development Organisation, the first music strategy of its kind for the UN.
- Delivering an amphitheatre in Huntsville, Alabama.
- Won UNESCO City of Music for Katowice, Poland.
- Created London's Night Czar.
- Stemmed music venue closures in London in 2016.
- Delivered the launch of New York Music Month.
- Created the first globally recognised music policy for cities.
- Created and now run the world's largest conference series on music and urban policy - Music Cities Events.
- Developing six music venues and arts centres in the UK and Spain at present.

For a full list of clients, our board and advisors, visit www.sounddiplomacy.com

3. WHY MUSIC?

Music has the power to generate economic growth, increase tax revenues, attract the brightest talent and contribute to the health of cities. As global experts, Sound Diplomacy uses data-driven methodology to harness this potential. We assess the value of a music ecosystem, identify growth areas, and produce strategies that deliver measurable economic and social benefits.



- For every £1 invested in music in the UK, £4 is generated.
BPI Market Statistics
- Nashville's music industry contributes \$5.5 billion to the local economy, for a total output of 9.7 billion within the Nashville area.
RIAA
- In New York City, the music industry supports \$3.4 billion in indirect economic impact alone.
NYC.Gov
- Asheville, North Carolina wrote a music strategy and saw that their industry has grown by +26% since 2010.
Citizen Times
- For every £10 spent on concert tickets in London's small-to-medium sized venue stock, a further £17 is spent nearby.
"Rescue Plan for London's Grassroots Music Venues" Report



4. PROPOSAL

We will assess St. Augustine and St. Johns County's music ecology, determining its economic impact (direct, indirect & induced), as well as its deficiencies, to identify what requires addressing in policy, stakeholder engagement and strategy. To do this, we will provide the following scope of works:

1. **MUSIC VISION:** Provide a music vision for St. Augustine, in line with its cultural, tourism and economic strategy.
2. **ECOLOGICAL IMPACT ASSESSMENT:** Map St. Augustine and St. Johns County's music ecology (venues, studios, rehearsal spaces etc.) and assess the city's existing music policies. Assess how policies are supporting (or not) music's role in driving economic, social and cultural value with a focus on tourism.
3. **ECONOMIC IMPACT ASSESSMENT:** Provide an economic impact assessment of St. Augustine and St. Johns County's music industry.
4. **MUSIC STRATEGY:** Produce the strategy for an ongoing music vision of St. Augustine, in line with stakeholder inputs.

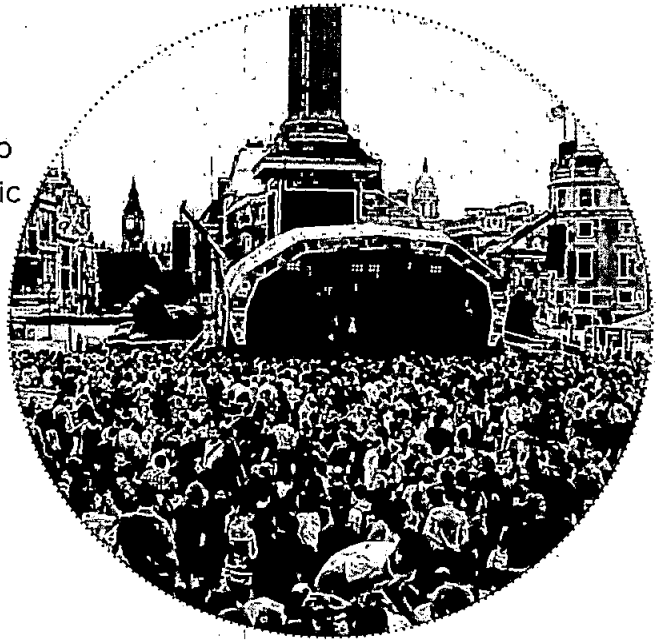
Our work and the outcomes will be confirmed in an inception meeting, where we will review all prospective outcomes and objectives from all key stakeholders in the process; so there are no surprises or omissions.

STEP 1 MUSIC VISION

The first step to developing this comprehensive music strategy will be to outline a vision for St. Augustine & St. Johns County as a 'music tourism friendly region'. The aim of this document is to gather stakeholders and 'put our stake in the sand' to show how important music is for St. Augustine and what our objectives and outcomes will be for the work. This will be comprised of a 4-6 page document, written in partnership with St. Augustine and local stakeholders, to outline what we are doing, why we are doing it and what our core objectives are. It will join a project website, outlining our work, deadlines, contacts & outcomes, to ensure complete transparency.

Our objectives will be written in line with all local policy documents and visions, and be used as a provocation for local stakeholders to engage with the process of developing a music strategy together.

This will be published on a public website.



STEP 2

ECOLOGICAL IMPACT

We will map music related infrastructure and ecology in St. Augustine & St. Johns County. Our work will be delivered through **Sound Diplomacy's unique 4-pronged methodological approach:**

1. **COMPARATIVE ANALYSIS:** Detailed desk research, literature review and international comparative analysis, to see how St. Augustine 'sits' within the US & global 'music cities movement'.
2. **PLACE RESEARCH:** Our research will identify all music related uses within St. Augustine and St. Johns County's radius. This will also incorporate St. Augustine and St. Johns County's unique audience and listings data, through our network with local executives.
3. **STAKEHOLDER ENGAGEMENT:** A series of comprehensive surveys, interviews and roundtable sessions with key industry figures.
4. **ANALYSIS OF FINDINGS:** Production of economic impact and industry profile and ecosystem analysis, as well as final strategy and action plan, to move forward.

STEP 2 (cont'd)

COMPARATIVE ANALYSIS & BENCHMARKING

Alongside the vision, we will review all local, national and international literature relevant to both the industry profile and ecosystem assessment objectives. The result will be a comprehensive comparative analysis of at least 5 cities or areas across a number of topics, including:

- Music friendly policies
- Licensing and planning ordinances
- Zoning & zoning overlays.
- Music tourism policies, activities, brand building and partnerships
- Music cities related policies
- An analysis of music related workspaces, hubs and co-working.

Sound Diplomacy's research library is the world's largest collection of music industry and music cities related reports. Our collection comprises over 500 articles, reports and studies, both of academic and professional backgrounds that we have utilised across 30 similar projects.

To ensure the most robust approach to the profile and assessment work is conducted, we will ensure that St. Augustine is benchmarked with other like-minded places in both the United States and abroad, and all stakeholders related to this project have access, as they wish, to any article, report and analysis we reference throughout the process.



STEP 2 (cont'd)

PLACE RESEARCH

Sound Diplomacy will identify music related uses in the area, as per a defined radius agreed upon in advance. This will be cross-referenced through a local consultant to further zero-in on what St. Johns County has, what it doesn't and how its industry is responding to the ecological and economic challenges in the city. This will better inform the industry profile along with the surveys (next step). If requested, we can produce a detailed map of everything we find, via our online mapping tool or as a PDF.

The map will endeavour to identify the following:

BUILT ENVIRONMENT	<ul style="list-style-type: none">• Number of performance spaces across the city• Number of festivals
MUSIC TOURISM	<ul style="list-style-type: none">• Assessment of music festivals and, where possible, including audience demographics (we would rely on local festivals to support our analysis)• Identification of regional and international tourism campaigns and their inclusion of music• Music marketing strategy
ARTIST DEVELOPMENT	<ul style="list-style-type: none">• Number of rehearsal facilities• Number of recording studios• Workshop and networking opportunities• Number of music incubators• Number of educational facilities• Number of instrument manufacturers & music tech initiatives.
INDUSTRY DEVELOPMENT	<ul style="list-style-type: none">• Number of FTE and PTE jobs• Mapping of independent and local industry professionals and companies to include labels, promoters, agents, etc.



STEP 2 (cont'd)

SURVEY / INTERVIEWS / FOCUS GROUPS

SURVEY

We will involve the breadth and depth of the local music community to better understand, gauge and measure the music ecosystem through a comprehensive, but simple survey.

The surveys will be developed with the St. Augustine and other key and industry stakeholders, so we do not send out surveys that will not be filled out. This will reveal:

- Data relating to the economic value of music.
- Make-up of the music industry and amount of managers, labels and other industry professionals.
- Availability of suitable music venues for emerging artists.
- Performance opportunities for local artists at recognised festivals.
- Networking opportunities for and capabilities of the local music industry.

FOCUS GROUPS / EXPERT INTERVIEWS

We will organise focus group roundtables with key influencers of the local music ecosystem, and conduct 1-to-1 interviews where advisable.

Interviews and questions will be determined based on the subject's or group's areas of work, but can include some of the following points:

- What networking opportunities are you aware of in your city?
- Did you receive any formal industry training or education? If so, where?
- What are your key revenue streams?
- What are the main challenges and chances working in music in your city?

STEP 2 (cont'd)

SURVEY / INTERVIEWS / FOCUS GROUPS

Organisation of roundtable sessions with:

- Artists (different genres / different popularity / ages / gender)
- Local government / stakeholders / local areas (cultural, tourism, education, transport, data unit, economy, creative industries, sustainability)
- Music Tourism Stakeholders (community, providers etc..)
- Local music industry label, manager, PR, booking, press, publishing, festival)
- Nightlife Roundtable (promoters, DJs, venue owners)
- Education Roundtable (music schools, teachers, student, music university, primary school).

The objective is to use those active in the grassroots community - from the beginning to the more established - to uncover the **knowledge and infrastructure restrictions** in the music ecosystem to determine what the city council and its departments / associated organisations can do to improve the music ecology.

This includes measuring interactions between city departments and the music sector; identify inadequate or absent policies and identify opportunities for optimization, such as where license restrictions can be revisited, or zoning overlays can help support music, while better managing its positive and negative impact.



STEP 2 (cont'd)

REGULATORY ASSESSMENT

With the stakeholder engagement and surveys complete, we will do an extensive review of St. Augustine and St. Johns County's music policy ecosystem. This will be compared and contrasted with the completed benchmarking studies and provide a clear guide as to what the local authority can do through a SWOT and cost-benefit analysis, to better protect its music ecosystem.

This will be based on a few key themes exploring how local & regional policies impact music, musicians and music businesses. Key policies include:

- Zoning & Planning
- Economic Development
- Tourism Strategies
- Alcohol & Liquor Licensing
- Community Engagement
- Access to Finance
- Downtown districting
- Live music policy & live music events



STEP 3

ECONOMIC IMPACT ASSESSMENT

Our economic impact assessment methodology will produce the following:

- **DIRECT ECONOMIC IMPACT:** reflects the economic value of the core music ecosystem within the local economy in three standard economic variables: output, GVA and employment. Using official data sources and the results of survey findings we will estimate the income generators and the average earnings of musicians.
- **INDIRECT ECONOMIC IMPACT:** is defined as the changes in the values of output, GVA, employees and wages caused by suppliers of the music ecosystem in its relative supply chain. By which we mean, the economic value that involves all other economic activities as a result of its relations with the music industry at the local level.
- **INDUCED ECONOMIC IMPACT:** Is defined as the economic value (output, GVA and employment) derived by the spending of the wages and incomes produced directly or indirectly by the core music ecosystem in the city.

To calculate the mentioned impacts, we combine input-output analysis and a multiplying effect using official statistical secondary sources (Bureau of Economic Analysis, US Bureau of Labor Statistics, US Census Bureau), the North American Industrial Classification System (NAICS) codes, Google Trends statistics, and our survey addressed to professional agents and companies of the music sector in the city.

This method will be finalised at the inception meeting with our Chief Economist and refined throughout the impact generation process.

STEP 4

FINAL REPORT & OUTCOMES

Sound Diplomacy will deliver the following:

1. A comprehensive music ecology assessment of the county.
2. A review of all regulations related to music, presented in a guide & clear recommendations to improve them, step-by-step.
3. The most global reaching benchmarking and research capabilities.
4. An economic impact assessment of the country and industry profile, focused on tourism assets
5. A thorough and forward-thinking music policy and a global leading stakeholder structure to further develop music tourism and music in general in the county.

Each will support this report to shape a **3 year strategy with recommendations**, aimed at ensuring music is part and parcel of St. Augustine and St. Johns County's future growth. This will engage the breadth and depth of St. Augustine and St. Johns County's music ecosystem and lead by example.

Furthermore, as part of this action plan, we will include a stakeholder database to serve as a roadmap of contact points for future initiatives. This database will be compiled over the course of our research to present the most comprehensive list of industry players from media channels to government representatives in St. Augustine and beyond.



5. TIME FRAME & COST BREAKDOWN

TERMS & CONDITIONS

For all services, we propose a rate of **\$150,000 USD** + sales tax if applicable, plus expenses estimated at **\$8,000 USD**, but we will only charge back what we spend, to this maximum & annotate everything.

We require the first payment upfront upon contract inception. The fee will be split into 3 payments:

- 50% on signing
- 25% upon interim report submission & acceptance
- 25% on completion of all phases

WHAT IS INCLUDED

All guides as PDF, phone costs, ancillary travel, database management costs, survey maintenance costs, all internal Sound Diplomacy costs.

TIMEFRAME & COSTS

This scope of works will take between 10-12 months to complete. There will be a dedicated contact person throughout the scope of works.

WORK PLAN	DURATION	FEES
Complete Report	10-12 months	\$150,000
Music Vision	Months 1-3	\$30,000
Ecological Impact	Months 3-9	\$40,000
Economic Impact	Months 3-9	\$40,000
Music Strategy & Recommendations	Months 9-12	\$40,000
Expenses		\$8,000

CONCLUSION

Thank you for reading and we look forward to your response.

Kindest Regards,



Shain Shapiro, PhD

CEO, Sound Diplomacy

shain@sounddiplomacy.com

O: +1 347 659 9231

UK/EU: +44 (0) 44 7910173986



**REQUEST FOR APPROVAL
ST JOHNS COUNTY PURCHASING**

SUBJECT: Music Tourism Development Study

SUGGESTED VENDOR: Sound Diplomacy

ESTIMATE: \$158,000

REASON FOR REQUEST:

- A. Standardization
- B. Spare Parts
- C. Replacement Parts

- D. Only Known Supplier
- E. Delay of Construction Contractor
- F. Environmental Urgency

PURCHASING POLICY NUMBER:

- G. Public Safety Emergency
- H. Time Restriction
- I. Other

BUDGET ACCOUNT NO/DESCRIPTION: 1116, 1146 - 5310

BUDGETED AMOUNT:

Sound Diplomacy is an international consulting firm that focuses exclusively on music development in a community. They are one of only two known consulting firms that offer community music development services and the only known consulting firm that assigns an economic value to the existing music industry as well as project the economic value of growth alternatives of music in the community. In addition, Sound Diplomacy has a unique and extensive international network of industry specific contacts that the County will have access to upon entering into a contract. Introduction to these industry contacts will continue to benefit the County after the conclusion of the study. Also unique to this firm is the innovative reporting/management system utilized. During the study, County staff and all members of the community can go on-line and access a live-update website specific to the project that provides all information and developments associated with the study over the duration of the year-long project. Music development for economic gain is a highly specialized field and Sound Diplomacy is a pioneering consulting firm in a very limited industry. The services they offer, combined with access to their extensive network of industry connections and their live-update approach to staff and community involvement during the study all collectively make them a single source provider for this study.

REQUISITIONER: Tera Meeks

Tera Meeks

DATE: 2/11/2019

DEPT. MANAGER: Tera Meeks

Tera Meeks

DATE: 2/11/2019

DIVISION MANAGER: Tera Meeks

Tera Meeks

DATE: 2/11/19

PURCHASING REVIEW

- DISPOSITION:**
- A. Concur with Request
 - B. Does not concur with Request
 - C. Requires approval(s) as listed below

COMMENTS: Requires BOCC approval, as it exceeds the \$100,000 threshold, Purchasing will submit an Agenda Item.

BUYER:

DATE:

PURCHASING MANAGER:

[Signature]

DATE: 2/26/19

MANAGEMENT REVIEW

- DISPOSITION:**
- A. Concur with Request
 - B. Does not concur with Request

COMMENTS:

____ Darrell Locklear, Assistant County Administrator

DATE:

____ Joy Andrews, Assistant County Administrator

Joy Andrews

DATE: 2.12.19

____ Michael D. Wanchlick, County Administrator

DATE:

(Use reverse side for additional comments)
Return to Purchasing when completed.

Revised 04/05/07