

RESOLUTION NO. 2023 - 346

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A CONTRACT WITH ST. JOHNS COUNTY VISITORS AND CONVENTION BUREAU, FOR PERFORMANCE OF TOURISM BUREAU SERVICES, AS SPECIFIED.

RECITALS

WHEREAS, on February 2, 2010, the County entered into an agreement with the St. Johns Visitors and Convention Bureau ("VCB"), provide professional advertising, marketing, and promotional services aimed at attracting tourists and convention activity to St. Johns County; and

WHEREAS, the agreement was subsequently extended, subject to certain amended provisions, for an effective term beginning on October 1, 2016 and expiring on September 30, 2018 (RES2016-271); and

WHEREAS, in an effort to improve upon efficiency, transparency and accountability in performance of the services described above, a new agreement was executed with the VCB which expires on September 30, 2023; and

WHEREAS, the scope of services was revised, removing the marketing and advertising services, and a Single Source was posted in accordance with SJC Purchasing Policy; and

WHEREAS, the County has determined that the contract services a public purpose, and is in the best interest of the County; and

WHEREAS, the contract shall be funded from the Destination Marketing Category of Tourist Development Tax (TDT) Fund.

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 execute a contract, in substantially the same form and format as attached, with the St. Johns County Visitor and Convention Bureau, for performance of the specified services.

Section 3. 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.

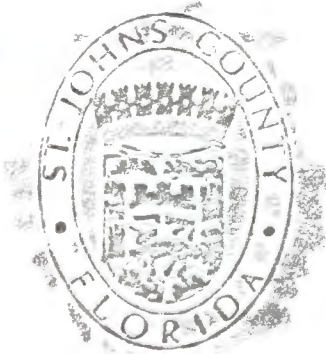
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 19th day of September, 2023.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: *Christian Whitehurst*
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty,
Clerk of Circuit Court & Comptroller
By: *Crystal Smith*
Deputy Clerk

Rendition Date SEP 21 2023



Master Contract No: _____

THIS AGREEMENT, (“Agreement”), is made as of this _____ day of _____, 2023, by and between **St. Johns County**, (“County”), a political subdivision of the State of Florida whose principal offices are located at 500 San Sebastian View, St. Augustine, Florida 32084, and **St. Johns Visitors and Convention Bureau**, (“VCB”), a not-for-profit corporation authorized to do business in the State of Florida, whose primary business address is 29 Old Mission Avenue, St. Augustine, Florida 32084. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE 1 CONTRACT DOCUMENTS

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Fully Executed Amendments to this Agreement;
- b) This Fully Executed Agreement along with all Exhibits and Attachments hereto:
 - i) Exhibit A – Scope of Services
 - ii) Exhibit B – Payment Schedule
 - iii) Exhibit C – Invoice Template
 - iv) Exhibit D – Monthly Report Template
- c) Insurance furnished by VCB meeting the requirements of Article XII

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. In interpreting the Agreement and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above unless expressly stated to the contrary.

1.1.3 VCB is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. VCB shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which VCB may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the County or the Project Manager of the Contract Documents or Submittals shall not relieve any such approval by evidence of VCB’s compliance with the Contract. By the execution hereof, VCB acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that VCB has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.1.4 Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the VCB and the County. Should VCB have any questions concerning interpretation or clarification of the Contract Documents, VCB shall submit to the County’s Project Manager, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the VCB within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County’s Project Manager shall render a determination concerning such interpretation or clarification, which shall be considered final and conclusive unless VCB files a written protest within fourteen (14) calendar days of receipt thereof. VCB’s protest shall be submitted to the Assistant Director of Purchasing & Contracts, and shall state clearly and in detail the basis thereof. Failure by the VCB to protest the County Project Manager’s rendered determination within the timeframe above, shall constitute a waiver by the VCB of all its rights to further protest, judicial, or otherwise. The Assistant Director of Purchasing & Contracts shall consider the VCB’s protest and shall render a decision thereon, in writing, within ten (10) calendar days. If VCB does not agree with the determination of the Assistant Director of Purchasing & Contracts, the VCB shall deliver written notice to that effect to the County within three (3) business days of receipt of the determination by the Assistant Director of Purchasing & Contracts.

1.1.5 Unless otherwise directed in writing, VCB shall at all times carry on with the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve VCB from its obligation to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.6 Any and all Contract Documents shall remain the property of the County. VCB is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. VCB shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall VCB and/or its subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

ARTICLE 2 NON-EXCLUSIVE AGREEMENT

VCB has no exclusive right to provide the Services required within this Agreement. The County may at its sole discretion contract with others to perform the same duties or any part of the Services.

ARTICLE 3 DEFINITIONS

3.1 Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Contract shall govern over definition of terms provided in the St. Johns County Purchasing Policy.

3.1.1 Administrative Overhead Expenses: Those operational costs, not involved in the development or production of specific goods or services, which are incurred daily. Examples include but are not limited to VCB payroll (salaries, wages, commissions, bonuses, benefits and insurance), storage fees, office space rental/lease payments, office equipment, supplies, utilities, telephone and internet costs, membership fees and janitorial services.

3.1.2 Amendment: A document providing the written modifications to a previously issued Contract, adding, revising, replacing, or removing terms and conditions or provisions of the Contract.

3.1.3 Annual Contract Price: The maximum amount available as compensation and reimbursement for expenses to the VCB during each Fiscal Year of the Term of this Agreement.

3.1.4 Annual Promotion Plan: The annual plan prepared and submitted by the VCB, which clearly outlines the strategies and programs designed to increase tourist-related activities within the County during the subsequent year.

3.1.5 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Agreement.

3.1.6 Board: The St. Johns County Board of County Commissioners.

3.1.7 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

3.1.8 County: St. Johns County, a political subdivision of the State of Florida.

3.1.9 Fiscal Year: The period beginning October 1st and continuing through September 30th.

3.1.10 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the VCB and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

3.1.11 Promotion: Marketing, advertising or other programs designed to increase tourist-related business activities as described in § 125.0104(3)(a), F.S.

3.1.12 Services: The work described in the Contract Documents or a subsequently issued Contract Amendment, which the VCB is obligated to perform, in accordance with this Contract.

3.1.13 Sub-Contractor: Any entity or individual engaged by VCB to provide Services to the County for which VCB is contractually obligated, responsible, and liable to provide and perform under this Agreement.

3.1.14 Tourist: A person who participates in trade or recreation activities outside of the County of his or her permanent residence or who rents or leases transient accommodations as described in § 125.0104(3)(a), F.S.

3.1.15 Tourist Development Council: The advisory council established by the Board in accordance with § 125.0104(4)(e), F.S. hereinafter referred to as “TDC”.

3.1.16 TDI: Local Option Tourism Development Tax.

3.1.17 Tourist Development Plan: The County’s plan for tourist development as provided in § 125.0104(4). F.S.

ARTICLE 4 AGREEMENT TERM

This Agreement shall become effective on October 1, 2023, and shall remain in effect for a period of five (5) calendar years, through and until September 30, 2028 (“Contract Term”), unless earlier terminated. The County and the VCB may only renew this Agreement in whole or in part upon written Amendment, with prior approval by the Board. The terms of any such renewal shall be determined by written Amendment.

ARTICLE 5 TERMINATION

5.1.1 The County or VCB may terminate this Agreement, in whole or in part, for its convenience upon ninety (90) calendar days written notice to the other Party. In such event, VCB will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the County’s notice. VCB shall not be entitled to compensation or profit for Services not performed.

5.1.2 The County may terminate this Agreement, in whole or in part, for cause. In the event the VCB fails to fulfill any of the responsibilities and obligations provided in this Agreement, the County shall issue a Notice of Default, articulating the issues where the VCB is in default, and providing a timeframe in which the VCB is required to cure, or provide a sufficient plan for curing the default, as determined by the County. In the event the VCB fails to cure, or provide a sufficient plan to cure, as determined by the County, the issues of default articulated in the Notice of Default, the County shall terminate this Agreement for cause, with fourteen (14) days’ written notice to the VCB, and may, at the County’s sole discretion, take over and prosecute the Services to completion. In such case, VCB shall be liable to the County for reasonable additional costs incurred by the County in completing the Services.

5.1.3 Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the VCB shall:

- (1) Stop performance of all Services on the date and to the extent specified in the notice of termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the County; and
- (4) Continue and complete all parts of the Services that have not been terminated.

5.1.4 In the event VCB changes names, merges with another company, becomes a subsidiary, or makes any other substantial change in structure or in principals, the County reserves the right to terminate this Agreement subject to the terms described above.

5.1.5 The rights and remedies of the County provided in this Section 5.1 are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE 6 SCOPE OF SERVICES

The VCB shall use all reasonable efforts to (1) perform all tasks included in the Scope of Services, attached hereto as Exhibit A and incorporated herein; (2) perform any duties or obligations arising from the Scope of Services or as described elsewhere in this Agreement; and (3) timely deliver the reports and other deliverables included within the Scope of Services.

ARTICLE 7 CONTRACT PRICE AND PAYMENT

7.1 The County agrees to pay, and the VCB agrees to accept for Services performed pursuant to this Agreement, an Annual Contract Price not to exceed a maximum amount of three million thirteen thousand seventy-one dollars

(\$3,013,071.00), during the first Fiscal Year of the Agreement Term (October 1, 2023 through September 30, 2024). For each subsequent Fiscal Year, throughout the duration of the Contract Term, the Annual Contract Price shall be adjusted to an amount as determined by the County during its annual budget planning cycle, but shall in no instance exceed the projected net value allocated to the Destination Marketing Category described in the County's Tourist Development Plan (as amended from time to time). Such changes to the Annual Contract Price shall be captured by written Amendment and executed by the Parties.

7.1.1 At least thirty percent (30%) of the Annual Contract Price shall be used for the development or production of specific goods or services associated with promotion, product development and sales initiatives intended to increase the economic impact of tourism in the County.

7.2 The Annual Contract Price shall include any and all amounts, charges, fees, costs, and reimbursable expenses associated with performing the Services provided herein on Exhibit A. The Annual Contract Price shall be subject to any amounts designated as reserve funds and/or indirect administrative costs pursuant to all local, state and federal rules, regulations, ordinances and laws.

a. To the extent that the VCB is not in breach of this Agreement, the County will pay the VCB the Annual Contract Price according to the Payment Schedule provided in Exhibit B, attached hereto.

(1) No additional or advanced payments beyond each monthly installment shall be made by the County unless authorized by the Board.

b. It is expressly noted that the County will compensate the VCB from only those tax revenue sources that are legally available and appropriated annually to fund Promotion in the County's adopted budget.

c. It is expressly understood that the VCB is not entitled to any amount of compensation set forth in this Agreement. Rather, the VCB's compensation is based upon the VCB's satisfactory performance of all Services and delivery of all work product and deliverables stated herein. No payment by the County shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by the VCB of any of the terms of this Agreement.

7.3 On or before the 15th day of each month, throughout the duration of this Agreement, the VCB shall submit an invoice to the County using the invoice form attached hereto as Exhibit 1. Along with each invoice, the VCB shall submit a detailed report in the form and format as attached hereto as Exhibit 2. Each monthly report shall detail the work accomplished in connection with the Scope of Services. The County may, at its sole discretion, request additional information and/or documentation necessary to appropriately verify the submitted invoice for payment.

7.4 Unless otherwise notified, invoices shall be submitted to:

St. Johns County Tourism & Cultural Development
ATTN: TDC Director
500 San Sebastian View
St. Augustine, FL 32084
Email: tmeeks@sjctdc.com

7.4 In the event the County determines a submitted invoice is incorrect, or invalid, the County shall notify the VCB, and the timeframe for payment shall be extended accordingly. Payment by the county shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70-218.74, Florida Statutes).

7.5 The VCB shall promptly pay any and all valid invoices from Sub-Contractors, for costs and expenses associated with performance of services pursuant to this Agreement. Failure by the VCB to appropriately pay invoices related to services specified under this Agreement, may result in withheld payment by the County.

7.6 The County may decline to make payment, may withhold funds otherwise payable, and, if necessary, may demand return of some or all of the amounts previously paid to the VCB for any costs or expenses that the County incurs or

reasonably expects to incur as a result of the VCB's failure to comply with the requirements of this Agreement, or as a result of the VCB's failure to pay Sub-Contractors.

ARTICLE 8 AVAILABILITY OF COUNTY FUNDS

It is hereby expressly understood by the parties that the County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds (in the form of tax revenue proceeds or otherwise) in any given County Fiscal Year. Moreover, it is expressly noted that the VCB cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 9 PURCHASING PROCEDURES

In performance of this Agreement, the VCB shall abide by and follow the requirements of St. Johns County Purchasing Policy ("Policy"), in the purchase of any goods or services from third-party Sub-Contractors and Suppliers. The Policy is subject to change, at the sole discretion of the County, from time to time, and the County shall provide written notice to the VCB of such changes. Upon receipt of such notification the VCB shall be responsible for adjusting processes for the purchase of goods and services in order to comply with the requirements of the updated Policy.

ARTICLE 10 OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

10.1 Ownership of Work Product

All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, calculations, maps, sketches, notes and notebooks, reports, memoranda of every description, studies, findings, recommendations, proposals, brochures, reference books, promotion materials, data, source codes, models, samples, surveys, drawings, renderings, designs, specifications, tracings, electronic software, and other results of the Services), first developed, produced or reduced to practice by the VCB, or a Sub-Contractor, or otherwise purchased under this Agreement, or at the County's expense ("Work Product"), shall be and remains the County's property upon creation. At the County's request, VCB shall provide the County with copies of supporting computations, analyses, sketches, or similar items pertaining to the Work Product.

10.1.2 The VCB may not reuse Work Product developed under this Agreement without express written permission of the County. The County may, at its option, reproduce and reuse Work Product, in whole or in part, and VCB agrees to such reuse in accordance with this provision. Such use of Work Product by the County shall not entitle the VCB to any additional compensation.

10.1.3 In addition to the Work Product described in Section 10.1 above, any and all furnishings, expendable equipment, operational supplies and other items purchased or otherwise secured with Tourist Development Tax revenues, shall become the property of the County.

10.2 Confidentiality

Subject to Chapter 119, Florida Statutes (Public Records Law), VCB shall keep all 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, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order.

ARTICLE 11 ANNUAL EVALUATION

11.1 Annually, the County Tourism and Cultural Development Director along with TDC shall evaluate the VCB's performance of the Scope of Services, particularly as it relates to the following:

- (1) Timely completion of monthly, quarterly and annual deliverables;
- (2) Quality of presentations and Promotion materials;
- (3) Development of an Annual Promotion Plan (specifically described in the Scope of Services);
- (4) Implementation of the Annual Promotion Plan (as described in the Scope of Services);
- (5) Economic impact on St. Johns County, Florida, in the geographic sense, that is caused by or associated

with Promotion;

- (6) Development and implementation of programs and initiatives as reflected in the Annual Promotion Plan;
- (7) Efforts to promote the diverse tourist experiences available in St. Johns County, Florida, in the geographic sense; and
- (8) Efforts to increase tourist spending within St. Johns County, Florida, in the geographic sense.

11.2 Annual Evaluation shall determine the degree and level of the VCB's performance of the Scope of Services. The Annual Evaluation shall also examine the VCB's degree of effectiveness in meeting the criteria and performance measures as set forth in the Annual Promotion Plan recommended by the TDC and approved by the Board.

11.3 If, after any Annual Evaluation, the TDC determines that there is any substandard, incomplete, or unacceptable performance on the part of the VCB, or that the VCB has breached one or more provisions of this Agreement, the County shall issue Notice of Default as provided in Article 5 above.

ARTICLE 12 KEY PERSONNEL

In performance of this Agreement, it is understood that the Executive Director/CEO plays an essential role in the successful operation of the VCB. The Chair of the Board of the VCB shall, therefore inform the Chair of the Board, the Chair of the TDC and County Administrator within five (5) calendar days of any change in who occupies the role of Executive Director/CEO regardless of the reason for that change.

ARTICLE 13 SUB-CONTRACTORS

13.1 VCB may obtain the assistance of other suppliers, contractors, consultants, and/or firms ("Sub-Contractors") by subcontract for the performance of a portion of the specified Services, provided that any such Sub-Contractors shall perform its services to the standards set forth herein for VCB's services, and that VCB obtains written approval of Sub-Contractor(s) from the County. VCB is encouraged to seek minority and disadvantaged business enterprises for participation in subcontracting opportunities.

13.2 The County reserves the right to disqualify any Sub-Contractor based upon unsatisfactory performance. If a Sub-Contractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the Sub-Contractor to complete the Services in a timely fashion, the VCB shall promptly do so, subject to approval by the County.

13.3 The use of any Sub-Contractor shall not relieve the VCB from any liability or responsibility assumed under this Contract.

ARTICLE 14 NOTICE

14.1 Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication ("Notices") under this Agreement shall be validly given when delivered as follows:

- i. Hand delivered to VCB's Senior Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Jaime Locklear, Asst. Director
Email Address: jlocklear@sjcfl.us

VCB
29 Old Mission Avenue
St. Augustine, FL
Attn: Susan Phillips
Email Address: sphillips@floridashistoriccoast.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: dmigut@sjcfl.us

14.2 Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. The County may also send copies of Notices by email transmission. Any such email transmission from the County is for informational purposes only. County and VCB may each change the above addresses at any time upon prior written notice to the other party.

ARTICLE 15 INSURANCE

15.1.1 VCB shall, at its sole expense, obtain and maintain the minimum insurance coverages stated herein. All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. VCB shall furnish proof of insurance to the County prior to performance of Services. No Services shall commence until VCB has obtained all insurance coverages required under this section. The County will not make any payment to VCB until VCB has complied with the requirements of this Article 14. Certificates of insurance shall clearly indicate VCB has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, for the duration of the Agreement and until all performance required by VCB has been completed, as determined by the County. VCB shall maintain insurance coverage against Claims relating to any act or omission by VCB, its agents, representatives, employees, or Subconsultants in connection with this Agreement.

15.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

15.1.3 The types and amounts of insurance required under this Agreement do not in any way limit the liability of VCB including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever VCB may have to the County or others. Nothing in this Agreement limits VCB to the minimum required insurance coverages found in this Article 14.

15.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Agreement, shall mean St. Johns County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

15.3 Workers Compensation

VCB shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the VCB, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the VCB or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

15.4 Commercial General Liability

VCB shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death),

property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the Services and/or operations completed under this Agreement, whether such Services or operations are by VCB or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

15.5 Automobile Liability

VCB shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

15.6 Professional Liability

15.6.1 VCB shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 4-year tail coverage starting upon completion of all Services, as determined by the County. VCB's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

15.6.2 In the event that VCB employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, VCB shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

15.7 Other Requirements

15.7.1 The required insurance limits identified in Sections 14.4 and 14.5, above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. VCB shall require each lower-tier subconsultant to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve VCB of its responsibility herein. Upon written request, VCB shall provide County with copies of lower-tier subconsultant certificates of insurance.

15.7.2 Providing and maintaining adequate insurance coverage is a material obligation of VCB. County has no obligation or duty to advise VCB of any non-compliance with the insurance requirements contained in this Section. If VCB fails to obtain and maintain all of the insurance coverages required herein, VCB shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had VCB complied with its obligations herein.

15.7.3 County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE 16 INDEMNIFICATION

16.1 VCB shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VCB or other persons employed or utilized by VCB in the performance of this Agreement.

16.2 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, VCB further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VCB and persons employed or utilized by VCB in the performance of this Agreement.

16.3 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by VCB" shall be construed to include, but not be limited to, VCB, its staff, employees, subconsultants, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of VCB.

16.4 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

16.5 If any provision(s), or portion(s) of any provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

ARTICLE 17 PUBLIC RECORDS

17.1 To the extent VCB is performing Services pursuant to this Agreement, VCB shall comply and shall require all of its Sub-Contractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services described herein;
- (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 Applicable Law;
- (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if VCB does not transfer the records to the County; and
- (4) transfer to the County, upon completion of this Agreement, or earlier termination thereof, all public records in possession of the VCB pertaining to this Agreement, at no cost to the County, or keep and maintain all public records for inspection and copying for the duration of the required retention period for such public records.

17.2 If VCB, upon expiration or termination of this Agreement: i) transfers all public records to the County, VCB shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, VCB shall meet all Applicable Law and requirement 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.

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

IF THE VCB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, VCB SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805; PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084.

ARTICLE 18 REVIEW OF VCB RECORDS AND RIGHT TO AUDIT

18.1 As a condition of entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, regulation, or policy, the VCB authorizes the County to examine, review, inspect, or audit the books and records of the VCB in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities set forth in this Agreement. Such examination, review, inspection or audit shall be at reasonable times and with reasonable notice.

18.2 For the duration of this Agreement, and for five (5) years following final payment under this Agreement, the VCB shall maintain accurate and complete accounting records related to its performance of this Agreement. Such records shall be maintained separately from any other VCB financial records, and shall be maintained in accordance with generally accepted accounting principles and standards.

18.3 The County expressly reserves the right to audit such records at the County's expense. If any such audit of the VCB's accounting records reveals unexpended funds, inappropriate accounting, non-performance, misrepresentation or fraud by the VCB, all corrective actions that must be made as a result of the audit shall be made within sixty (60) calendar days from the presentation of the County's findings to the VCB. Additionally, if an audit discovers inappropriate accounting, non-performance, misrepresentation or fraud by the VCB, then the County may recoup from the VCB the expense of the additional audit work that was made necessary.

18.4 The VCB shall be under no duty to provide access to any records or documentation that is not related to this Agreement, or that is otherwise protected by applicable local, state or federal regulations.

ARTICLE 19 ENTIRE AGREEMENT

This Agreement, together with the Contract Documents for the Services, constitutes the entire Agreement between the County and VCB relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written.

ARTICLE 20 ASSIGNMENT

Neither the County nor the VCB shall assign, transfer, or encumber its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

ARTICLE 21 MODIFICATIONS, AMENDMENTS, WAIVERS AND EXTENSIONS

This Agreement may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by Authorized Representatives of both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

ARTICLE 22 SURVIVAL

The provisions of the Contract Documents which by their nature survive termination of this Agreement, including without limitations all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the County's right to audit the VCB's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

ARTICLE 23 FORCE MAJEURE

Neither party shall be held in non-compliance with the terms, conditions, provisions, or requirements of this Agreement, nor suffer any enforcement or penalty relating thereto (including termination, cancellation, or revocation of this Agreement) if such non-compliance or alleged default occurred or was caused by a Force Majeure Event.

ARTICLE 24 DISPUTES

24.1 Contract Claims

24.1.1 If any dispute between the County and VCB arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the VCB and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

24.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Tourism Department.

24.1.1.2 The Senior Representative for the VCB shall be the Executive Director of the VCB.

24.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the VCB shall submit a Contract Claim as provided herein.

24.1.3 Prior to filing a Contract Claim, VCB shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Assistant Director of Purchasing & Contracts within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the VCB is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the VCB and any legal counsel; and
- b) The VCB's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the VCB deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the VCB deems applicable to the Claim.

24.1.4 During the Assistant Director of Purchasing & Contracts' review of the Contract Claim, the Assistant Director of Purchasing & Contracts may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

24.1.5 The Assistant Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the VCB at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

24.1.6 The decision for any Contract Claim by the Assistant Director of Purchasing & Contracts may be appealed by the VCB to the County Administrator. VCB must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Assistant Director of Purchasing & Contracts' decision. Failure by the VCB to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless VCB takes legal action in Circuit Court.

ARTICLE 25 NONDISCRIMINATION

The VCB warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, disability, age, or sex (including sexual orientation and gender identity/expression) pregnancy, marital status or national origin (including limited English proficiency). VCB shall include the foregoing or similar language in its contracts with any Sub-contractors.

ARTICLE 26 LOCAL, STATE, AND FEDERAL RULES, REGULATIONS, AND LAWS

The County and the VCB shall abide by, and comply with, all Local, State and Federal laws, statutes, rules, regulations, orders, and policies by which that party is legally bound and governed.

ARTICLE 27 INDEPENDENT CONTRACTOR

VCB shall act as an independent consultant and not as an employee, agent or servant of the County in performing all Services and activities under this Agreement. VCB shall at all times and in all places maintain complete control over its employees and all of its Subconsultants. Nothing contained in this Agreement shall create any contractual relationship between any such Subconsultant and the County. VCB shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. The VCB 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 28 CONFLICT OF INTEREST

28.1 The VCB 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 VCB further represents that no person having any interest shall be employed for said performance.

28.2 The VCB shall promptly notify the County in accordance with Article 13 herein of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the VCB'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 VCB 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 VCB.

28.3 The County agrees to notify the VCB of its opinion by certified mail within 30 days of receipt of notification by the VCB. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the VCB, the County shall so state in the notification and the VCB 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 VCB under the terms of this Agreement.

ARTICLE 29 PUBLICITY AND ADVERTISING

29.1 VCB shall not make any announcement or release any information or publish any photographs concerning this Agreement, or the Services or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from the County.

29.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, VCB may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 30 GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

ARTICLE 31 DISCLAIMER OF THIRD-PARTY BENEFICIARIES

Both the County and the VCB explicitly agree, 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 32 NO WAIVER; COURSE OF DEALING

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement. 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 33 SEVERABILITY

If a court deems any provision of the Agreement void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

ARTICLE 34 HEADINGS

All Articles and descriptive headings of Articles noted in this Agreement are inserted for the convenience of the parties only, and shall not affect or control the interpretation of this Agreement.

ARTICLE 35 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 Agreement by the party's authorized representative.

ARTICLE 36 EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

ARTICLE 37 CONVICTED AND DISCRIMINATORY VENDOR LISTS

VCB warrants that neither it nor any Subconsultant is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. VCB shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of this Agreement.

ARTICLE 38 SCRUTINIZED COMPANIES LISTS

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, VCB certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject VCB to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the VCB is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

ARTICLE 39 EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

39.1 As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., VCB and its subconsultants shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. VCB shall require each of its subconsultants to provide VCB with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. VCB shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, VCB, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subconsultant knowingly violated these provisions regarding employment eligibility, but VCB otherwise complied, shall promptly notify VCB and VCB shall immediately terminate the contract with the subconsultant.
- d. The County and VCB hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. VCB acknowledges that, in the event that the County terminates this Agreement for VCB's breach of these provisions regarding employment eligibility, then VCB may not be awarded a public contract for at least one (1) year after such termination. VCB further acknowledges that VCB is liable for any additional costs incurred by the

County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

- f. VCB shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

The authorized representatives hereto have executed this Agreement effective as of the Effective Date. Consultant's authorized representative executing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of Consultant.

St. Johns County (Seal)
(Typed Name)

St. Johns County VCB, Inc (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date of Execution)

(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Circuit Court and Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

EXHIBIT A

SCOPE OF SERVICES

The VCB shall complete the following work.

1. Serve as a Subject Matter Expert on the SJC Tourism Promotions Working Group

- a. A member of the VCB's Senior Management team will participate in the monthly SJC Tourism Promotions Working Group meetings ("Working Group"). The Working Group is comprised of subject matter experts from key local tourism promotion organizations including the SJC Cultural Council and Chamber of Commerce as well as the corresponding supporting government entities including St. Johns County, the City of St. Augustine and the City of St. Augustine Beach.
- b. The Working Group guides the promotional efforts of the County and provides input on the development of promotional materials.
- c. Participation in the Working Group will provide the VCB with an opportunity to engage in the development of the County's tourism promotional materials to ensure the available promotional materials are on par with what is needed to successfully achieve the tasks outlined in this Scope of Services.

2. Sales and Promotion Activities: Convention, Leisure, Target Markets and Media Relations (Publicity)

- a. Using approved County promotional materials and guidelines, VCB will recommend, develop and implement sales and promotion strategies, that optimize the economic impact of tourism by focusing on overnight stays and specialty high-yield tourism sectors such as destination weddings and executive groups.
- b. VCB may coordinate and develop additional promotional materials that follow the brand strategies and guidelines as necessary for sales and promotional activities including but not limited to in-market filming opportunities.
- c. VCB shall actively pursue potential meetings, conferences/conventions, events and large groups with a goal of increasing the economic impact of tourism in St. Johns County. The VCB shall provide leads to appropriately sized capable accommodations in the County. In this regard, no preference shall be shown to any particular private accommodation or facility.
- d. Additionally, the VCB shall identify opportunities for and coordinate familiarization trips and site visits for travel agents, tour operators, meeting planners and travel writers.

3. Business to Business Tourism Promotion

VCB shall work with organizations and businesses at the local, state and national level to create and implement promotional programs which will increase awareness of the destination and increase visitation to the destination. VCB will be responsible for securing and coordinating promotional/giveaway items with local businesses.

4. Digital Content Management: Website, Social Media, E-Newsletters

- a. Maintain, update and, as necessary, redesign the County owned tourism bureau websites to provide accurate, updated and appealing information which may be utilized by individuals considering the destination. Additionally, the VCB shall provide associated digital services such as search engine optimization of websites, digital analytics tracking, reporting and recommendations based on data capture. The tourism bureau website must establish and maintain working links to other county funded tourism promotional websites.
- b. Provide day-to-day social media management to drive engagement on all County social media sites. VCB shall be responsible for content creation, posting strategy and inquiry response on social media platforms including

Facebook, Instagram, Twitter, and LinkedIn. Additionally, VCB will provide graphics support (including photos, original infographics, memes and other visual audience engagement assets) and analysis of both quantitative and qualitative metrics (e.g.: engagement) and reporting. The County does have a catalogue of photos which may be utilized by the contractor.

- c. The VCB shall generate and distribute a regular email newsletter (at least quarterly) which provides information on upcoming events and opportunities to interested individuals in the maintained email database (referenced in task 6).

5. Calendar of Events

- a. Work with local organizations to gather the necessary information to create and maintain a digital calendar of events.
- b. Create, print and distribute a seasonal Calendar of Events.

6. Assembly and Distribution of Information and Materials including e-newsletters and outreach messaging

- a. Identify and assemble available information, promotional opportunities and/or available promotional materials for distribution to individuals, organizations and industry stakeholders as necessary for the successful implementation of the promotion plan or as requested by the County or TDC.
- b. Complete bulk mailings of annual visitors guide and other promotional materials as necessary or as directed by County or TDC.

7. Assist as a Business and Industry lead at the County Emergency Operations Center during Emergency Response and Disaster Recovery

In coordination with the County's Emergency Management and Tourism and Cultural Development Departments, participate in the Business and Industry lead role at the County Emergency Operation Center (EOC) during Emergency Response and Disaster Recovery. St. Johns County's Emergency Management and extend and Tourism and Cultural Development Departments will extend an invitation to the VCB to attend regular emergency management training provided to the County's staff, such as but not limited to active shooter training and emergency management training relevant to the scope of EOC Business and Industry lead role.

8. The Annual Promotion, Presentation and Implementation

- a. Annual Promotion Plan. Ten days prior to the scheduled June TDC meeting of each year that this Agreement is in effect, the VCB shall submit to the Tourism and Cultural Development Director an initial draft of the Annual Promotion Plan (Plan), which clearly outlines promotion and sales strategies designed to increase tourist-related business activities within the County during the subsequent year. At minimum, the Plan must detail the desired results of implementing proposed Promotion strategies; identify targeted audience(s) and include the following sections:
 - i. Sales and Promotion Activities-Convention, Leisure, Target Markets: The VCB shall actively pursue potential meetings, conferences/conventions, events and large groups with a goal of increasing the economic impact of tourism in the County. The VCB shall provide leads to appropriately sized capable accommodations within the County. In this regard, no preference otherwise shall be shown to any particular private accommodation or facility.
 - ii. Business to Business Tourism Promotion: The VCB shall work with organizations and businesses at local, state and national levels to create and implement promotional programs that increase awareness of

the County as a tourist destination, and to increase the number of tourists visiting the County. The VCB will be responsible for securing and coordinating promotional/giveaway items with local businesses.

- iii. Digital/Online Content Management: The VCB shall identify initiatives and strategies to maximize the use of digital/online platforms to promote the County as a tourist destination.
- b. Upon receipt, the Tourism and Cultural Development Director shall conduct the initial review of the Plan to confirm completeness and clarity. The VCB shall coordinate with the Tourism and Cultural Development Director to address any questions or issues, and to revise the draft as necessary for presentation to the TDC.
- c. Presentation and Implementation of the Plan
 - i. During the TDC's regularly scheduled meeting in June of each year, the VCB shall present the Plan to the TDC for its consideration. As part of its consideration, the TDC will review, discuss and possibly recommend revision of the Plan.
 - ii. Such consideration shall be complete upon the TDC's recommendation of approval of the Plan to the Board.
 - iii. The Board shall have final authority to approve the Plan. Following such approval, the Plan shall be implemented in the corresponding Fiscal Year, subject to an appropriation of funding in the County's annual budget.
 - iv. Following Board approval, any substantial changes to, or substantial modification of, the Plan shall be subject to review and recommendation by the TDC, and final approval by the Board. As used in this paragraph, the terms "substantial changes" and "substantial modification" refer to changes that change the tone, tenor or intent of the Plan and this Agreement.
 - v. Upon written request by the VCB, the TDC shall be authorized to approve or deny any request(s) for an extension of time to complete and/or present the Plan as described herein.

9. Tourism Database Management

Maintain and expand the existing database of local tourism businesses, promotional points of contact and individuals interested in receiving print and of electronic materials. The database shall be used to plan bulk mailing of promotional materials, distribution of electronic newsletters and other outreach as appropriate.

10. Third Party Contracts for Professional Services

In accordance with all applicable County rules, policies and procedures, the VCB may procure and contract professional services for advertising, publicity, website development, inquiry fulfillment, social media and other services related to performance of this Agreement.

11. Reports and Data

Along with the monthly invoice, the VCB shall submit a completed monthly report in the same form and format as the template attached hereto as Exhibit 2 as well as all purchased data reports for the period (accommodations data, credit card data, etc.)

12. Meetings

- a. TDC Meetings. The Chairman of the VCB Board of Directors, the Executive Director and/or designee of the VCB shall attend all TDC meetings, and provide regular reports of effectiveness and progress in completing the Scope of Work, travel trends, number of impressions generated for various markets and other tourism related information as requested by the TDC in the form and format attached hereto as Exhibit D.

- b. VCB Meetings. All VCB meetings at which County funded activities are discussed/considered shall be open to the public at an accessible venue, and shall comply with applicable provisions of the Florida Sunshine Law. Notice of such meetings shall be provided to the Tourism and Cultural Development Director on the same day as provided to the VCB Board of Directors.
- c. Meetings Upon Request. Upon request by County officers and staff, and following reasonable notice, the VCB shall be available to attend meetings involving matter including but not limited to performance of the Agreement, County tourism initiatives, the County budget, and propose state legislation concerning tourism.

13. Account Management

The VCB shall meet with the Tourism Department staff at such times and places, and in such duration, as may be requested for the purpose of carrying out Tourism Department initiatives. VCB account management responsibilities include but are not limited to:

- a. Tracking the effectiveness of strategies implemented or administered by the VCB, including return on investment when possible.
- b. Retaining custody of digital copies and original artwork and documents belonging to the County and supplying copies as requested by the Tourism Department.
- c. Providing needed account service, consultation and regular contact to ensure prompt completion of projects.
- d. Maintaining internal procedures which ensure budget control, prompt billing and quality control.
- e. Handling procurement and management of sub-contractors for the Tourism Department services related to said contract.

**EXHIBIT B
PAYMENT SCHEDULE**

Invoice Date	Payment Due
October 1, 2023	\$313,071
October 15, 2023	\$250,000
November 12, 2023	\$250,000
December 15, 2023	\$250,000
January 15, 2024	\$250,000
February 15, 2024	\$250,000
March 15, 2024	\$250,000
April 15, 2024	\$200,000
May 15, 2024	\$200,000
June 15, 2024	\$200,000
July 15, 2024	\$200,000
August 15, 2024	\$200,000
September 15, 2024	\$200,000

EXHIBIT C
INVOICE TEMPLATE



St. Johns County Visitors and Convention Bureau
29 Old Mission Avenue
St. Augustine, FL 32084
(904) 209-4421

INVOICE

Bill To:
St. Johns County, Tourism Development Department
500 San Sebastian View
St. Augustine, FL 32084

Invoice No.: _____
Invoice Date: _____

Item	Description	Amount
(name of month) Installment	Monthly installment for professional tourism promotional services as established by contract	\$ _____
	Total	\$ _____
	Balance Due	\$ _____

EXHIBIT D MONTHLY REPORT TEMPLATE

St. Johns Visitor and Convention Bureau (Month & Year) Monthly Report

Purchased Data Reports

This section should include the name of the report and the month of the publication. Data reports are to be provided electronically to the Tourism and Cultural Development Director as part of this monthly report

Example:

- *October 2018 Smith Travel Research Report*
- *Fourth quarter 2018 Visa Vue Report*

Sales and Promotion Activities

Detail sales and promotion actions taken by VCB staff in each of the below subheadings. Examples of submissions are included below.

Websites/Blogs

Example: The VCB hosted 3 food bloggers from Food4U.com and Foodietoday.com who were interested in writing about unique local cuisine. The bloggers were here for three days and visited a variety of restaurants in the St. Augustine and St. Augustine Beach areas.

Print

Example: VCB staff coordinated with writers in from Atlanta and Chicago newspapers who may run articles on Ponte Vedra and St. Augustine - one on culinary experiences and one on LGBT friendly B&Bs generating 150,200 imps

Broadcast

Example: Hosted three syndicated TV producers from CBS for four days who are considering producing a television special on St. Augustine haunted sites for a possible 120,000 imps. While here the TV producers visited local historic sites that are rumored to be haunted.

Shows or Meetings Attended

Example:

- *Worked two corporate meeting planner shows in Orlando with an estimated attendance of 400*
- *Worked one Bridal show in Atlanta with an estimated attendance of 500*
- *Worked one military travel exposition in Jacksonville with an estimated attendance of 650*

Leads and Room Night Values

Example: Processed to stakeholders 17 leads (3 for destination weddings, 10 for business conferences, 4 for large scale family/religious events) with estimated 2,000 room nights

Solicitations Initiated

Example: 32 solicitations of travel agents, SMERF meeting planners and association planners located in Orlando, Miami, Atlanta and Albany New York were executed by the sales team. The solicitation was for small conferences and highlighted the family friendly amenities.

Group Closing Proposals

Example:

- *Group closing proposal worth \$2,000 was tendered for a prospective Fall 2019 meeting at Sawgrass Marriot valued at \$95,000 in room revenue.*
- *Group closing proposal worth \$1,200 was tendered for a prospective Summer 2020 conference at the Renaissance Resort with an estimated value of \$106,000 in room revenue*

e-Newsletters

Example: Two newsletters highlighting dining and events during Easy Season 2019 were sent to 130,000 consumer subscribers resulting in 26,000 opened.

Targeted Emails

Example:

- *One email was sent to 4,500 travel agents with destination education messaging*
- *One email was sent to 20 tour operators and travel wholesalers in the UK with destination education messaging*

Collateral Fulfillment

Example:

- *7,200 Travel Planners and 175 Celebrate Guides were mailed to prospects in Orlando, Miami, Tampa and numerous locations in Georgia and South Carolina*

Business to Business Tourism Promotion

Detail business to business promotion activities completed by VCB staff. Examples of submissions are included below.

Example:

- *Two sweepstakes promotions were initiated with TV stations in Orlando and Tampa targeting their viewing audiences generating an estimated 154,000 imps*
- *Four leveraged radio promotions were conducted in Miami, Jacksonville and Tampa targeting their listening audiences generating an estimated 42,000 imps*
- *Working with ten local restaurants to provide discounted food vending at a fall culinary festival in Ponte Vedra Beach targeting consumers*

Digital and Online Content Management

Web Development

Example:

- *Work continues on redesign of primary destination web site*
- *Stakeholder web site was completed and tested*
- *79,000 unique visitors used the destination web site*

Social Media

Example:

- *Posted and boosted 19 stories on Facebook, Instagram and Twitter relating to family/beach/music/culinary experiences generating 75,000 imps*
- *Responded to 35 questions and comments on VCB social sites*

Budget Status

Provide a summary of total dollars spent through the close of the prior month with a breakdown of promotion spend vs. overhead spend.

Example:

- *\$3,740,000 or 75% of the FY2019 budget has been spent through June*
- *\$2,879,800 on destination marketing expenses and \$860,200 on administration expenses*



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF SINGLE OR SOLE SOURCE PROCUREMENT

St Johns County, FL
Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Office: (904) 209-0150

Sole/Single Source No: SS No: 23-06

Date Posted: November 1, 2022

Written Response due: November 16, 2022 by or before 4:00PM

RESPONSES SUBMITTED TO:

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This is NOT a formal solicitation (RFB, RFP, RFQ) and there are no solicitation documents available. A contract or purchase order is proposed for the product(s) or service(s) identified below. St Johns County, FL, intends to negotiate and award a PO or contract to the vendor indicated in accordance with Florida State Statute 287.057(5)(c) and 120.57(3). Any responses received as a result of this Notice shall be considered solely for the purpose of determining whether an equivalent product or service can be provided by alternative source(s), which may warrant a competitive solicitation. Responses will NOT be considered as proposals, bids or quotes.

PRODUCT/SERVICE REQUIRED:

Tourism Bureau Services

SCOPE OF SERVICES:

Task 1 – Serve as a Subject Matter Expert on the SJC Tourism Promotions Working Group

A member of the Contractor's Senior Management team will participate in the monthly SJC Tourism Promotions Working Group meetings ("Working Group"). The Working Group is comprised of subject matter experts from key local tourism promotion organizations including the SJC Cultural Council and Chamber of Commerce as well as the corresponding supporting government entities including St. Johns County, the City of St. Augustine and the City of St. Augustine Beach.

The Working Group guides the promotional efforts of the County and provides input on the development of promotional materials.

Participation in the Working Group will provide the contractor with an opportunity to engage in the development of the County's tourism promotional materials to ensure the available promotional materials are on par with what is needed to successfully achieve the tasks outlined in this scope.

Task 2 – Sales and Promotion Activities: Convention, Leisure, Target Markets

Using approved County promotional materials, Contractor will recommend, develop and implement sales strategies, which may include familiarization tours that optimize the economic impact of tourism by focusing on overnight stays and specialty high-yield tourism sectors such as destination weddings.

Contractor shall actively pursue potential meetings, conferences/conventions, events and large groups with a goal of increasing the economic impact of tourism in St. Johns County. The Contractor shall provide leads to appropriately sized capable accommodations in the County. In this regard, no preference shall be shown to any particular private accommodation or facility.

Task 3 – Business to Business Tourism Promotion

Contractor shall work with organizations and businesses at the local, state and national level to create and implement promotional programs which utilize approved County promotional materials and aim to increase awareness of the destination and increase visitation to the destination. Contractor will be responsible for securing and coordinating promotional/giveaway items with local businesses.

Task 4 – Digital Content Management: Website, Social Media, E-Newsletters

- Maintain, update and, as necessary, redesign the County owned tourism bureau website(s) to provide accurate, updated and appealing information which may be utilized by individuals considering the destination. The website must utilize and maintain uniformity with approved County brand and promotional positioning. Additionally, the Contractor shall provide associated digital services such as search engine optimization of websites, digital analytics tracking, reporting and recommendations based on data capture. The tourism bureau website must establish and maintain working links to other county funded tourism promotional websites.
- Provide day-to-day social media management to drive engagement on all County social media sites. Contractor shall be responsible for content creation, posting strategy and inquiry response on social media platforms including Facebook, Instagram, Twitter, and LinkedIn. Additionally, Contractor will provide graphics support (including photos, original infographics, memes and other visual audience engagement assets) and analysis of both quantitative and qualitative metrics (e.g.: engagement) and reporting. The County does have a catalogue of photos which may be utilized by the contractor.
- The Contractor shall generate and distribute a regular email newsletter (at least quarterly) which provides information on upcoming events and opportunities to interested individuals in the maintained email database (referenced in task 6).

Task 5 – Calendar of Events

- Work with local organizations to gather the necessary information to create and maintain a digital calendar of events.
- Create, print and distribute a quarterly Calendar of Events.

Task 6 – Assembly and Distribution of Materials including e-newsletters

Assemble available promotional materials to individuals and organizations as requested. Complete bulk mailings of annual visitors guide and other promotional materials as directed by the Tourism Department.

Task 7 - Tourism Businesses Database Management

Maintain and expand the existing database of local tourism businesses, promotional points of contact and individuals interested in receiving print and of electronic materials. This database shall be used to plan bulk mailing of promotional materials, distribution of electronic newsletters and other outreach as appropriate.

Task 8 – Reports and Data

Contractor shall be responsible for identifying and procuring the available data which is necessary to make informed well directed decisions for the provision of Tourism Bureau Services. The Contractor shall provide the County Tourism Department with electronic copies of any purchased or generated data as the data becomes available.

Contractor shall also submit monthly invoices accompanied by a monthly report of current projects, tasks and accomplishments.

Task 9 – Meetings

- TDC Meetings - A member of the Contractor's Senior Management team shall attend all TDC meetings and provide regular reports of effectiveness and progress in completing the Scope of Services in the agreed form and format.
- Meetings Upon Request - Upon request by County officers and staff, and following reasonable notice, the Contractor shall be available to attend meetings involving matters including but not limited to performance of the Agreement.

Task 10 - Account Management

Contractor account management responsibilities include but are not limited to:

- Tracking the effectiveness of programs administered by the Contractor, including return on investment when possible.
- Preparing cost schedules and project sheets for project related costs and securing Tourism Department's approval of all expenditures by submitting project estimates.
- Providing quarterly status reports, or as otherwise requested, to the Tourism Department updating the progress of all projects.
- Retaining custody of digital copies and original artwork belonging to the County and utilizing for promotional purposes as approved by the Tourism Department.
- Providing needed account service, consultation and regular contact to ensure prompt completion of projects.
- Maintaining internal procedures which ensure budget control, prompt billing and quality control, including but not limited to auditing invoices for space, time, preparation and services and forwarding these invoices to the Tourism Department for payment. The Tourism Department will remit payment directly to vendors upon receipt of invoices which will need to be audited and approved by the Contractor.
- Handling procurement and management of subcontractors for the Tourism Department for services related to said contract, such as but not limited to, fulfilment, research, photography, videography and printing/binding functions.

INTENDED SOLE/SINGLE SOURCE CONTRACTOR/VENDOR:

Visitors and Convention Bureau

PROPOSED BUDGET/COST: Approximately \$2,000,000.00 (two million) annually

PROPOSED CONTRACT/PURCHASE TERM:

Contract term will be five (5) years.

JUSTIFICATION FOR SOLE/SINGLE SOURCE:

The Tourism and Cultural Development Department would like to pursue a five (5) year service contract for completing the primary functions provided above. The Visitors and Convention Bureau is the only known provider of this type of service. The primary focus is on group sales and information distribution with the goal of enhancing local tourism economic impact.

RESPONSE TO SOLE/SINGLE SOURCE:

Firms/Vendors who are capable of providing an equivalent product as stated herein may submit the following, in writing: Company Name, address, point of contact, contact information (phone #, email, etc.) and statement, description and/or capability to provide an equivalent product/service and cost. Responses shall be submitted to the Point of Contact shown above, by or before the due date provided herein. Responses received after the provided due date shall not be considered.