

RESOLUTION NO. 2023-358

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, UPDATING AND APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A TWELVE MONTH EXTENSION TO THE AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND ST. JOHNS COUNTY VISITORS AND CONVENTION BUREAU, INC. TO PROVIDE PROFESSIONAL ADVERTISING, MARKETING AND PROMOTIONAL SERVICES AIMED AT ATTRACTING TOURISTS AND CONVENTION ACTIVITY TO ST. JOHNS COUNTY, FLORIDA; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**WHEREAS**, on February 2, 2010, the County entered into an agreement with the VCB to provide professional advertising, marketing and promotional services aimed at attracting tourists and convention activity to all and any part of the geographic area within St. Johns County, Florida; and

**WHEREAS**, in an effort to improve upon efficiency, transparency and accountability in performance of the services described above, on February 26, 2018, the St. Johns County Tourist Development Council (TDC) reviewed the agreement, and recommended certain revisions including an effective 5-year term, beginning on October 1, 2018, and continuing through and until September 30, 2023; and

**WHEREAS**, the County is pursuing updated relationships with Tourism Agencies in the County in an effort to further improve the efficiency and resulting economic impact of tourism marketing through the consolidation of tourism marketing by procuring a single marketing agency through a competitive Request for Proposals; and

**WHEREAS**, an extension of the existing contract relationship with the VCB is necessary for continued tourism marketing while the Request for Proposal process is complete.

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed Renewal Agreement; and

**WHEREAS**, the County has determined that entering into the proposed Renewal Agreement serves a proper public purpose and is in the best interests of the citizens of St. Johns County.

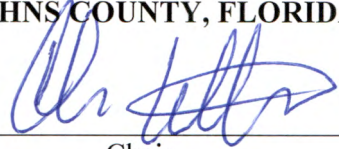
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:**

1. The above Recitals are hereby incorporated into the body of this Resolution and are adopted as findings of fact.
2. The Board of County Commissioners (“Board”) hereby approves the terms, provisions, conditions, and requirements of the Agreement Extension.
3. The Board authorizes the County Administrator, or designee, to execute the Agreement Extension on behalf of the County.
4. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.


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

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

Rendition Date SEP 21 2023

BY:   
Chair

ATTEST: Brandon Patty, Clerk

  
Deputy Clerk



**THIS AGREEMENT** is entered into by and between **St. Johns County, Florida**, a political subdivision of the State of Florida ("**County**"), by and through its Board of County Commissioners, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and **St. Johns County Visitors and Convention Bureau, Inc. ("VCB")**, a not-for-profit corporation organized and existing under the laws of the State of Florida whose primary business address is 29 Old Mission Avenue, St. Augustine, Florida 32084.

**RECITALS:**

**WHEREAS**, on February 2, 2010, the County entered into an agreement with the VCB to provide professional advertising, marketing and promotional services aimed at attracting tourists and convention activity to all and any part of the geographic area within St. Johns County, Florida; and

**WHEREAS**, in an effort to improve upon efficiency, transparency and accountability in performance of the services described above, on February 26, 2018, the St. Johns County Tourist Development Council (TDC) reviewed the agreement, and recommended certain revisions including an effective 5-year term, beginning on October 1, 2018, and continuing through and until September 30, 2023; and

**WHEREAS**, the County is pursuing updated relationships with Tourism agencies in the County in an effort to further improve the efficiency and resulting economic impact of tourism marketing through the consolidation of tourism marketing by procuring a single marketing agency through a competitive Request for Proposals; and

**WHEREAS**, an extension of the existing contract relationship with the VCB is necessary for continued tourism marketing while the Request for Proposal process is complete.

**NOW THEREFORE**, for valuable consideration, the sufficiency of which is hereby acknowledged, the County and the VCB agree as follows:

**ARTICLE 1. Incorporation of Recitals.**

The above Recitals are incorporated into the body of this Agreement, and such Recitals are adopted as findings of fact.

**ARTICLE 2. Prior Agreements Superseded.**

The parties hereby acknowledge and understand that , upon its effective date, this Agreement shall supersede any previous agreement or agreements governing performance of the services described herein, whether made orally or in writing between the parties.

**ARTICLE 3. Non-Exclusive Appointment.**

The County hereby appoints the VCB, and the VCB hereby accepts such appointment, to provide the Scope of Services described in this Agreement in accordance

with industry standards of professional practice and in accordance with any applicable laws, regulations or other requirements of any governmental agencies that have jurisdiction over such work.

#### **ARTICLE 4. Defined Terms.**

As used in this Agreement, the following terms shall have the meanings specified below, unless the context clearly indicates otherwise:

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

b. “Annual Contract Price” means the maximum amount available as compensation and reimbursement for expenses to the VCB during each Fiscal Year of the Term of this Agreement.

c. “Annual Promotion Plan” means the annual plan prepared and submitted by the VCB, which clearly outlines the marketing and advertising strategies designed to increase tourist-related activities within the County during the subsequent year.

d. “Fiscal Year” means the period beginning October 1<sup>st</sup> through September 30<sup>th</sup>.

e. “Promotion” means marketing or advertising designed to increase tourist-related business activities as described in § 125.0104(2)(b),1 F.S.

f. “Tourist” means a person who participates in trade or recreation activities out 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.

g. “TDC” means Tourist Development Council.

h. “County” means St. Johns County, a political subdivision of the State of Florida.

i. “Board” means the St. Johns County Board of County Commissioners.

j. “TDT” means Local Option Tourism Development Tax.

k. “Consultants” means companies or individuals contracted by the VCB to provide expertise in the delivery of services listed in the Scope of Services (Attachment A) of this Agreement.

l. “Tourist Development Plan” means the County’s plan for tourist development as provided in § 125.0104(4). F.S.

**ARTICLE 5. Term.**

The Term of this Agreement shall begin on October 1, 2023, and shall expire on March 30, 2024, or on such earlier date as provided in Article 6 (“Term”).

**ARTICLE 6. Termination.**

a. Termination Without Cause. This Agreement may be terminated by either party without cause and for any reason by providing at least sixty (60) days advance written notice of such termination to the other party.

b. Termination for Cause. This Agreement may be terminated for cause following any failure to timely cure an Event of Default as provided below. In such event, the non-defaulting party shall provide written notice to the other party stating the exact cause for termination as well as the effective date of termination.

c. Consistent with other provisions of this Agreement, the VCB shall be paid any amounts, and reimbursed for any expenses, that were both authorized under this Agreement and performed or accrued prior to the effective date of termination of this Agreement.

**ARTICLE 7. Scope of Services.**

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

**ARTICLE 8. Contract Price and Payment.**

a. The maximum Annual Contract Price available during the Term (October 1, 2023 through September 30, 2024) is \$2,725,000.

b. To the extent that the VCB is not in breach of this Agreement, the County shall pay the VCB the Contract Price according to the Payment Schedule attached hereto as Attachment C, and incorporated herein (“Payment Schedule”).

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

(2) No more than 26% of the Annual Contract Price may be allocated to fund Administrative Overhead Expenses unless specifically authorized by the Board.

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

d. The VCB shall not be entitled to such compensation and reimbursable expenses as a matter of right, but only to the extent of the VCB's satisfactory performance of the Scope of Services as recommended by the TDC and determined by the Board, as well as the VCB's timely provision of deliverables described therein.

#### **ARTICLE 9. No Commitment of County Funds.**

It is hereby noted and understood by the parties that the County makes no express commitment to provide 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 10. Invoicing and Monthly Reports.**

a. To the extent that the VCB is not in breach of this Agreement and this Agreement has not been terminated, the VCB will bill the County monthly on the 15<sup>th</sup> day of each month using the invoice form and format attached hereto as Exhibit 1 (Invoice Template), and incorporated herein.

b. Along with each invoice, the VCB shall submit a detailed report in the form and format attached hereto as Exhibit 2 (Monthly Report Template) and incorporated herein. Each monthly report shall detail the work accomplished in connection with the Scope of Services. Unless otherwise notified, invoices and monthly reports shall be delivered to:

**Tourism and Cultural Development Director  
500 San Sebastian View  
St. Augustine, Florida 32084**

c. Within fifteen (15) days following receipt, the County shall verify the VCB's invoice and report. Within fifteen (15) days following such verification, the County shall pay the VCB as provided in the Payment Schedule. The County reserves the right to return an invoice and/or report, and request additional information. Under such circumstances, the timeframe for payment will be extended by the time necessary to reconcile questioned items.

d. The VCB shall promptly pay all costs and expenses associated with performance of this Agreement, including but not limited to rent, contractor invoices, consultant fees, benefits, salaries, utilities and travel expenses, subject to the County being current on its payments to the VCB.

e. Notwithstanding any other provision of this Agreement concerning the amendment of this Agreement, the County at any time may reasonably modify the procedure set forth in this Article, upon thirty (30) days advance notice to the VCB, in order to

accommodate the budgetary concerns or procedures of the County.

#### **ARTICLE 11. Purchasing Procedures.**

In performance of this Agreement, the VCB shall abide by and follow all of the applicable provisions set forth in the St. Johns County Purchasing Procedures, attached hereto as Attachment B and incorporated herein. It is expressly noted that, upon thirty (30) days notice to the VCB by the County, the Purchasing Procedures contained herein may be amended from time to time during the Term.

#### **ARTICLE 12. Events of Default.**

- a. Any breach or violation of this Agreement by either party;
- b. Failure by either party to comply with one or more terms, provisions, conditions, requirements, or obligations set forth in this Agreement;
- c. Failure by the VCB to provide the deliverables described elsewhere in this Agreement, absent prior written consent by the County;
- d. Failure by the VCB to pay all costs and expenses associated with performance of this Agreement (e.g., Administrative Overhead Expenses, contractor invoices, etc.), subject to the County being current on its payments to the VCB.
- e. Unsatisfactory performance by the VCB as noted in an Annual Evaluation provided under Article 12 (Annual Evaluation);
- f. Assignment of this Agreement by either party without the prior written approval of the other party;
- g. Failure by the County to budget for the Annual Contract Price;
- h. Failure by the VCB to comply with section 119.0701, Florida Statutes.
- i. Failure by the VCB to comply with any applicable state statutes or local ordinances governing the authorized uses of TDT revenues.
- j. Failure by the County to pay when due any installment of the Annual Contract Price that is set forth in the Payment Schedule;
- k. A revision/change/amendment to State law during the Term that prohibits the County and the VCB from entering into, or continuing, this Agreement.

#### **ARTICLE 13. Notice of Default and Right to Cure.**

- a. Following an Event of Default, the non-defaulting party shall provide



written notice thereof to the defaulting party (“Notice of Default”), which Notice of Default shall include a timeframe of no fewer than thirty calendar (30) days during which to cure the default. In the event the defaulting party fails to cure the default within the timeframe provided in the Notice of Default (or any such other amount of time that is mutually agreed by the parties in writing), the non-defaulting party may exercise any or all of its remedies under Article 15 (Remedies Upon Default).

b. For any alleged Event of Default that may give rise to either an administrative or judicial action, or both, against the County, the VCB must provide written or electronic notice to the County within 30 days following the occurrence of the alleged Event of Default. It is acknowledged that this paragraph requires notice that is different than, and in addition to, the Notice of Default that is provided in the preceding paragraph.

#### **ARTICLE 14. Remedies Upon Default.**

Following (i) the delivery of a Notice of Default, and (ii) the opportunity to cure as that is provided in Article 14 (Notice of Default and Right to Cure), the non-defaulting party may at any time thereafter:

- a. terminate this Agreement; and
- b. utilize any and all other remedies now or hereafter existing under the common law or statutory law of the State of Florida.
- c. The foregoing remedies shall be cumulative and not exclusive.

#### **ARTICLE 15. 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 directors of the VCB therefore shall inform the Chair of the Board, the Chair of the TDC, and the County Administrator within five (5) calendar days following any change in who occupies the role of Executive Director/CEO, regardless of the reason for that change.

#### **ARTICLE 16. Notice.**

- a. Any notice to the County that is permitted or required hereby shall be delivered either by hand (receipt of delivery required) or by certified mail to:

County Administrator  
500 San Sebastian View  
St. Augustine, Florida 32084



With copies to:

Tourism and Cultural Development Director  
500 San Sebastian View  
St. Augustine, Florida 32084

Office of the County Attorney  
500 San Sebastian View  
St. Augustine, Florida 32084

b. Any notice to the VCB that is permitted or required hereby shall be delivered either by hand (receipt of delivery required) or by certified mail to:

VCB President/CEO  
St. Johns County Visitors and Convention Bureau  
29 Old Mission Ave,  
St Augustine, Florida 32084

With copy to:

VCB Chair of the Board of Directors  
St. Johns County Visitors and Convention Bureau  
29 Old Mission Ave,  
St Augustine, Florida 32084

c. All other correspondence, not constituting official notice hereunder, may be delivered, disseminated, or submitted by any means acceptable to both parties, specifically including e-mailing.

**ARTICLE 17. Insurance.**

a. The VCB and its consultants shall, at their sole expense, procure and maintain, for the duration of this Agreement (including any extension of this Agreement), insurance coverage of the types and in the minimum amounts set forth below:

i. Workers' Compensation—Employer Liability coverage shall provide minimum limits of \$100,000 for each accident; \$500,000 disease policy limit; and \$100,000 each employee disease limit.

ii. Commercial General Liability coverage shall provide minimum limits of \$1,000,000 per occurrence; \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:

1. Premises/operations
2. Products/complete operations
3. Contractual liability

#### 4. Independent Contractors

iii. Business Auto Liability coverage shall provide minimum limits of \$1,000,000 per occurrence; and \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:

1. Owned autos
2. Hired autos
3. Non-owed autos

iv. Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

b. In the event of unusual circumstances, the County may adjust the insurance requirements set forth above. Prior to the execution of this Agreement, the VCB shall provide to the County a certificate of insurance, naming the County as an additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies. Failure to maintain any or all required insurance shall result in the automatic termination of this Agreement, without the necessity of providing any further written notification of termination.

#### **ARTICLE 18. Indemnification.**

The VCB shall indemnify, defend and hold harmless the County, its officials, agents, servants and employees from and against any and all losses, costs, suits, and administrative actions, arbitration, or mediation, arising from, or incident to, connected with, associated with, or growing out of any direct and/or indirect negligent or intentional acts or omissions on the part of the VCB, its agents and/or representatives, in connection with its performance of, or its failure to perform, the amended Scope of Services, terms and conditions set forth in this Agreement.

#### **ARTICLE 19. 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 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 the VCB's performance under this Agreement constitutes an act on behalf of the County, then the VCB shall provide access to all public records made or received by the VCB in conjunction with this Agreement. Specifically, if the VCB is expressly authorized by, and acts on behalf of the

County under this Agreement, the VCB shall:

- (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Scope of Services described herein;
- (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs 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; and
- (4) meet all requirements for retaining public records, and transfer at the VCB's sole cost and expense, all public records in the possession of the VCB upon expiration or termination of this Agreement. The VCB shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained 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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (Office of the County Attorney, Attention: Public Records Custodian, 500 San Sebastian View, St. Augustine, Florida 32084-8686, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us).**

c. Notwithstanding any other provision contained herein, failure by the VCB to grant such public access shall constitute an Event of Default, and shall be cause for immediate termination of this Agreement by the County with no further recourse. The VCB shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in the VCB's possession and shall promptly provide the County a copy of the VCB's response to each such request.

**ARTICLE 20. Review of VCB Records and Right to Audit.**

a. 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.

b. During the Term, 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 appropriate accounting standards.

c. 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.

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

#### **ARTICLE 21. Ownership of Documents and Equipment.**

a. Upon completion of the work described herein, all documents and equipment, including but not limited to renderings, drawings, designs, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, software, furnishings, source codes, data and memoranda of every description, arising out of or relating to the Scope of Services, as well as all brochures, reference books, expendable equipment and Promotion materials purchased or otherwise secured with Tourist Development Tax revenues shall become the property of the County.

b. The use of such materials described above by the County in any manner shall not support any claim by the VCB for additional compensation.

c. The VCB shall have no liability to the County for damages, claims or losses, including defense costs, arising out of any use by the County, without the prior written authorization of the VCB, of any of the aforementioned items for any purpose other than as set forth in this Agreement.

#### **Article 22. Ownership of Deliverables/Work Product**

a. It is expressly noted that all work product and deliverables, including final work product, submitted by the VCB to the County that are associated with the Scope of Services detailed in this Agreement, shall become the property of, and owned and controlled by the County, upon receipt and payment by the County.

b. By way of illustration, but not limitation, all slogans, ideas, or plans submitted or developed by the VCB for the County during the term of this Agreement, whether or not used, and, any and all, layouts, copy, art work, electronic files, films, digital impressions, and other tangible material, of whatever form, format, content, or creative or technological design, which the VCB prepares for the County that is associated with the above-referenced Services, shall become the property of, and owned and controlled by the County, upon receipt and payment to the VCB of any applicable invoice. The VCB shall have no liability to the County for damages, claims, or losses, including defense costs, arising out of use by the County of aforementioned items in a manner that is inconsistent with any corresponding licenses or approvals assigned to the County. Additionally, the VCB shall have no liability to the County for the use of such items for any purpose other than as set forth in this Agreement.

c. All tangible and intangible property acquired in conjunction with the Services, detailed in this Agreement, shall be the property of the County, and may be used for Promotion by the County. The County reserves the right of final approval of the disposition of said property.

#### **ARTICLE 23. Assignment.**

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

#### **ARTICLE 24. Merger and Amendment.**

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Both the County and the VCB mutually agree that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and the VCB.

#### **ARTICLE 25. 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 strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane, or other act of nature, or other event that is reasonably beyond either party's ability to anticipate or control.



**ARTICLE 26. Disputes.**

In the event a dispute should arise relating to either party's performance under this Agreement, the parties agree to use good faith efforts to resolve the dispute without resort to judicial or quasi-judicial authorities. In the event such good faith efforts fail to resolve the dispute, either party may seek relief or redress in the courts. Each party irrevocably submits itself to the personal jurisdiction of the courts of the State of Florida, St. Johns County, and the personal jurisdiction of the United States District Court for the Middle District of Florida, Jacksonville Division, for the purpose of any suit, action or other proceedings arising out of or in connection with this Agreement or its subject matter. Each party agrees that it will bring any such proceeding only in one of such courts.

**ARTICLE 27. Discrimination.**

The VCB shall conform to the following Equal Employment Opportunity Statement: No person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole, or in part, with funds made available by the County.

**ARTICLE 28. Compliance with 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 29. Relationship of the County and the VCB.**

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

**ARTICLE 30. No Conflict of Interest.**

The VCB represents and warrants to the County that the VCB has not employed or retained any elected official, officer or employee of the County in order to secure this Agreement. Moreover, the VCB represents and warrants to the County that the VCB has not paid, or offered to pay or agreed to pay any person any fee, commission, percentage, brokerage fee, incentive fee or gift of any kind contingent upon or in connection with securing and executing this Agreement.

**ARTICLE 31. Use of the County Logo and Publicity.**

1. Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the VCB may not manufacture, use, display or otherwise use



any facsimile or reproduction of the County Seal/Logo without the express written approval of the Board of County Commissioners.

2. Use of any County trademarks, service marks and/or trade names by the VCB in any marketing, promotional, sponsorship or advertising materials and/or activities shall be subject to pre-approval by the County.

**ARTICLE 32. Governing Law and Venue.**

This Agreement shall be construed according to 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 33. VCB's Status as an Independent Contractor.**

The VCB shall be, and shall act as, an independent contractor of the County, and the employees of the VCB shall not be considered to be employees of the County.

**ARTICLE 34. No Third-Party Beneficiaries.**

Both the County and the VCB expressly 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 35. Effect of Failure to Insist on Strict Compliance with Conditions.**

The failure of the either party to insist upon strict performance of any term, condition, provision and/or requirement of this Agreement shall not be construed as a waiver of such term, condition, provision and/or requirement on any subsequent occasion.

**ARTICLE 36. Severability.**

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

**ARTICLE 37. Waiver.**

The failure of either the County or the VCB to object or to take affirmative action with respect to any conduct of the party that is in breach or violation of the terms, conditions, provisions, or obligations of this Agreement, shall not be construed as a waiver of the violation or breach, or waiver of any future violation, breach, wrongful conduct, or

omission.

**ARTICLE 38. Survival.**

Any term, condition, covenant, or obligation, which requires performance by a party subsequent to expiration or termination of this Agreement, shall remain enforceable against such party subsequent to such expiration or termination.

**ARTICLE 39. 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 40. 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 41. Execution in Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**[Remainder of Page Intentionally Left Blank]**

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

St. Johns County, Florida  
by and through its Board of  
County Commissioners

By: \_\_\_\_\_

Date: \_\_\_\_\_

Legal Review:

\_\_\_\_\_  
Deputy County Attorney

ATTEST: Brandon Patty, Clerk  
By: \_\_\_\_\_  
Deputy Clerk

St. Johns County Visitors and  
Convention Bureau

By: \_\_\_\_\_

Date: \_\_\_\_\_

Legal Review:

\_\_\_\_\_  
Counsel

ATTEST:  
By: \_\_\_\_\_  
Secretary

**ATTACHMENT A**  
**SCOPE OF SERVICES**

The VCB shall complete the following work.

**1. Public Workshops**

- a. **Industry Stakeholders Workshop.** During February of each year that this Agreement is in effect, the VCB shall conduct a publicly noticed tourism industry stakeholder workshop. The purpose of the workshop is to obtain input from tourism industry stakeholders regarding annual Promotion strategies and opportunities as well as desired outcomes from such efforts. The workshop must be open to the public, and hosted in an accessible facility that is centrally located within the geographical boundaries of the County. The VCB shall provide no less than 10 days prior notice to the Tourism and Cultural Development Director of the date, time and place of the workshop.
- b. **TDC Workshop.** During March of each year that this Agreement is in effect, the VCB shall conduct a workshop during the TDC's regularly scheduled meeting. The purpose of the workshop is to obtain input and guidance from the TDC regarding annual Promotion strategies and goals. In the event that there is no TDC meeting scheduled during the month of March, the parties shall mutually agree to an alternate date and time to conduct such workshop.
- c. The VCB shall provide a written summary of each of the workshop discussions to the Tourism and Cultural Development Director within 15 business days of conducting each workshop. Upon request, the VCB shall provide 12 hard copies of the summaries for dissemination to the TDC.

**2. 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 marketing and advertising strategies designed to increase tourist-related business activities within the County during the subsequent year. At minimum, the Plan must:
  1. to the greatest extent possible, incorporate input from the industry stakeholders and guidance from the TDC obtained at the workshops described above;
  2. detail the desired results of implementing proposed Promotion strategies;
  3. identify targeted audience(s)

4. include the following sections:
  - i. Creative Concept: The VCB shall be responsible for the creative concept of the Promotion program. The annual plan shall illustrate the complete creative concept for the year highlighting any changes to the creative concept from the previous year.
  - ii. Media Planning and Buying: Defining major goals, primary target markets, overall promotional strategy and key projects. The Plan should leverage appropriate cooperative promotion opportunities offered by the State of Florida's tourism marketing corporation, Visit Florida.
  - iii. Cooperative Promotion Activities: The VCB shall identify cooperative promotion opportunities for local tourism businesses that leverage available County funds to maximize the economic impact of tourist related businesses and activities within the County.
  - iv. 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.
  - v. 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.
  - vi. 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.
5. 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.

**b. Presentation and Implementation of the Plan**

1. 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.
2. Such consideration shall be complete upon the TDC's recommendation of approval of the Plan to the Board.
3. 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.
4. 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.

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.

**3. Cooperative Promotion and Events**

The VCB shall:

- a. Create cooperative Promotion, programs and events, which shall be equally available to local tourism related businesses as appropriate. No preference or preferential treatment shall be given to any business participating in such activities that are funded with Tourist Development Tax revenues, based upon its membership in, or affiliation with, any particular organization.
- b. Provide a monthly report to the TDC of private sector cooperative promotion programs and events including expenditures and revenue. Funds contributed by local tourism related businesses to the cooperative promotion programs and events shall be used to offset costs paid with County Tourist Development Tax revenue funds.

**4. 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.



**5. 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.

**6. Meetings**

1. TDC Meetings. The Chairman of the VCB Board of Directors and/or the Executive Director (CEO) of the VCB or designee shall attend all TDC meetings, and provide regular reports of effectiveness and progress in completing the Scope of Services, travel trends, number of impressions generated for various markets and other tourism related information as requested by the TDC in the form and format of the template attached hereto as Exhibit 3, and incorporated herein.

2. SJC Tourism Promotions Working Group Meetings. As the marketing agency for tourism in St. Johns County, the VCB marketing team will meet monthly with the SJC Tourism Promotions Working Group (“Working Group”). The Working Group is comprised of subject matter experts from key local tourism promotion organizations including the SJC Cultural Council, the Visitor and Convention Bureau and the 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.

3. 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 it is provided to the VCB Board of Directors.

4. 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 proposed state legislation concerning tourism.

## **ATTACHMENT B**

### **VCB PURCHASING PROCEDURES**

All vendors must be offered equal specifications and opportunity to submit bids and/or quotations if they are to compete on equal terms.

#### **Competitive Price Quotations & Bids**

As outlined below, the VCB may solicit either oral or written quotations from the open market and shall make use of available current vendors' and suppliers' price lists whenever possible.

Purchases under \$3,000.00 are exempt from obtaining competitive quotations except as circumstances may require as determined by the VCB Executive Director

When requesting purchase quotations for items costing more than \$3,000 but less than \$5,000.00, three verbal quotations shall be sufficient, however, suppliers may be required to provide a written quote depending on the complexity of the requirement.

- > Quotations for items costing between \$5,000.00 and \$20,000.00 must have a letter of quote prepared by the requester. Dollar limits shall be based upon the total order value, not on a line item basis. Under urgent conditions requiring immediate ordering action to fill VCB requirements, quotations may be solicited orally then followed up with a written request for quotation from the supplier. (In all cases the written requests will be initialed by the VCB Executive Director or a member of the VCB Board in his or her absence.)
- Quotations for items or services exceeding \$50,000 must have a letter of quote prepared by the requester and initialed by the VCB Executive Director and an officer of the VCB Board. Awarding a bid for purchases exceeding \$50,000 will require approval of the VCB Board of Directors. Quotes will specify terms and conditions as well as the total cost of the item(s) or service(s) including all applicable taxes and shipping/ delivery charges. (Electronically transmitted quotes or requests for quotes are considered "written" for this Exhibit.)
- In all the above situations, it is important that each supplier be provided with identical specifications. Failure to adhere to this requirement will cause inequitable results in quotations received from suppliers and cause suppliers to lose faith in the purchasing ethics of the VCB.
- If at least three quotations are not possible, the VCB will make a notation on the quote request stating reasons for inability to obtain sufficient quotes, such notation will be initialed by the VCB Executive Director and a member of the VCB Board. Any supplier responding with a statement of no quote will be documented.
- The purchase of advertising media in all forms will be considered "sole source" based on the unique characteristics of a publication's readers, broadcast's or other medium's audience or media reach, and will be exempt from these policies. Other exempt sole source purchases are those items, programs or services that are unique and have no comparable item, program or service in the marketplace.
- All requests for purchases or contracts, except as provided below, shall be advertised for sealed bids when the sum is in excess of the bid limit (\$75,000.00).

## Sealed Bid Development

Formal sealed bid invitations (\$75,000.00 and up) will normally be conveyed to interested vendors by advertising the bid (Notice to Bidders) in a local newspaper or specialized publication by legal advertisement. Additionally, the advertisement will be posted electronically on the Web. Electronic advertising may be used alone or in conjunction with the legal notice.

Bid documents should not be made available to prospective bidders before the first publishing of the legal notice. (The posting electronically of the bid advertising (Notice to Bidders) constitutes a publishing).

## Sealed Bid Advertisements

The VCB will be responsible for publishing a Request For Proposals or a Request For Qualifications in the case of professional services, submitting the legal advertisements inviting bids and requesting legal notice from the newspaper or a screen print of a web page for each date advertisement is published.

- A Legal Notice-Advertisement for Sealed Bids will be placed once each week for at least two weeks prior to the bid opening date, in a local newspaper of general paid circulation or electronically as noted in the previous section, o The advertisement will contain a general description of the equipment, supplies, or services to be procured, state where specifications may be obtained, time and date of bid opening and other information as needed in the bid requirements.

- o The VCB shall be responsible for documenting evidence of advertising in any format.

## County Asset Property Item:

Equipment or other tangible personal property of a non-consumable nature purchased with public sector funds, the value of which is \$1,000.00 or more, and normal expected life of which is one year or more must carry a St. Johns County Property Tag and number and be available for inventory at anytime by the Clerk of The Court.

## Amendments/Changes to Contracts or Agreements After Award

The VCB Executive Director may authorize changes/amendments for goods and/or services within the overall scope of the project of up to a cumulative amount of twenty percent (20%) or Fifty Thousand Dollars (\$50,000.00) above the original contract, whichever is higher. Any change with a dollar value exceeding \$50,000 or 20% will require approval by the VCB Board of Directors.

If the change is outside the scope of the original project or procurement and other vendors could reasonably be assumed to provide those additional services more efficiently than the current contract holder, a new invitation for bid must be issued unless bidding would cause a significant delay or other adverse impact on the project. To avoid unnecessary delay, the VCB may coordinate a change order with the existing contractor provided the existing contractor is qualified and available to perform on the new project, or is capable of securing the services of a qualified subcontractor.

## Contract Requirements

The formal written agreement between a vendor or consultant and the VCB Board constitutes a contract for purchasing purposes. All contracts for goods or services for the VCB shall be solely between the VCB and the vendor. The successful bidder/proposer shall indemnify and hold St. Johns County harmless against all loss, damage, or expense for reason of injury to person or property arising out of the use of or activities on any said premises by the successful bidder/proposer, its agents, representatives, contractors, subcontractors, or employees.

## Specifications Development

In considering and developing specifications, it must always be remembered that expenditures are derived from public sources therefore, the general policy of purchasing good standard grades of merchandise that will represent an optimum of quality, price and provide a satisfactory level of service will be considered.

- Bids and quotations should be based on concise but adequate specifications. Specifications should be composed of features and designs that will satisfy the requirements of the VCB and done in a manner most advantageous to the mission of bringing more visitors to St Johns County.
- Typically, the use of or request for brand name products will not be acceptable. It will be the responsibility of the bidder to convince the specifier that a particular product is equal for the intended use of the item on a particular requirement or project.
- Avoid non-essential quality restrictions that add to cost and difficulty in procurement without adding to utility and value. Avoid specific requirements that will restrict competition.
- Once an invitation to bid (Notice to Bidders) has been advertised, no changes in the specifications can be made, unless an addendum is issued and all known bidders are notified.
- When possible, addendums will not be issued later than 7 days prior to bid opening. Any addendum should instruct the bidder to acknowledge receipt of addendum.
- Once a decision has been reached on the specifications, all bids being evaluated must be based upon these same specifications and no bidder has a right to substitute other specifications or provide alternate items for those contained in the bid.

## Procedures Concerning Lobbying.

Bidders, proposers, and those intending to qualify must abide by the following requirements: A lobbying blackout period begins upon issuance of the bid solicitation, request for proposal, request for qualifications, and continues until the VCB executes a contract.

Bidders or proposers who do not abide by these rules are subject to having their Bid or Proposal or Qualifications automatically rejected, without further recourse, and shall be subject to debarment for periods up to 12 months. "Blackout" for the purposes of this policy refers to a time period during which vendors, contractors, consultants, or their agents or representatives may not communicate or lobby in any manner with VCB Board members, or staff, other than the designated VCB staff member(s), or designated purchasing agent. The blackout period begins once an



invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued. Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Immaterial or minor deviations that will not alter a bidder's position with respect to receiving the award may be waived. These deviations may be clarified with the bidder or bidders if required to allow the VCB to understand the bid. Illustrative examples included:

- > Failure to provide a certificate of affidavit with the bid.
- Failure to submit required proof of financial responsibility with the bid. ➤ Failure to submit requested brochures or catalogs with the bid.

An award will be made to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the bid documents. A cost analysis or a price analysis, as appropriate, shall be conducted by the VCB prior to the awarding of bids.

Bids may not be withdrawn for the time period as specified in the "Notice to Bidders" in the specifications.

## Evaluation Team

An Evaluation Team will be established in accordance with this Section for contracts of services in excess of \$100,000. (There is no reasonable expectation that a physical purchase of goods will meet or exceed \$100,000.)

- The Evaluation Team will have as a minimum, three members. At least one officer of the VCB Board of Directors will serve on each Evaluation Team.
- The meeting of each Evaluation Team is a public meeting subject to Florida's Sunshine Law. Reasonable notice of the date, time, and place of the meeting must be given, and the meeting must be held in a place accessible to the public. Minutes of the meeting shall be taken and maintained in the procurement file. Committee members shall return the evaluation forms and other material considered in the evaluation for the procurement file.
- The Evaluation Team shall rank the proposers and conduct interviews of vendors submitting proposals in accordance with the specifications for the RFP/RFQ. Each direct contract that is anticipated to cost more than \$100,000.00 in the fiscal year as opposed to one made by a qualified contractor of the VCB, when the contract is made pursuant to an RFP or RFQ, shall require a ranking and interview of the top three proposers as determined by the Evaluation Team. Following the interviews, the Evaluation Team shall compile the final rankings of the top three proposers based upon the total scoring, which will at that time include a score for the interview. Presentations and interviews will comply with and are subject to the Sunshine Law, and are open meetings.
- The Evaluation Team leader will cause the tally sheets for each RFP and RFQ to be available in the offices of the VCB.
- An evaluation process will be used by the Team in assessing and ranking proposals for all competitive negotiations. Selection criteria and the corresponding point score or rating assigned to each, criterion, and any minimum score required for proposals to be considered

acceptable, should be provided in the RFP/RFQ specifications if possible. Otherwise, a general weighting of the selection criteria will be included in the RFP/RFQ.

- The evaluation criteria will reflect generic or project-specific indicators. Proposal evaluation criteria and the evaluation scoring system will be used objectively and consistently in assessing each proposal received.
- No member of the Evaluation Team shall have contact with any bidder or proposer, or representative, in any capacity, of any bidder or proposer during the "blackout" period. ➤ Each member of the Evaluation Team will be provided a copy of each proposal received along with the corresponding RFP or RFQ specifications. The team members then assess and individually score/rate each proposal using the evaluation criteria or maximum point rating system established prior to the receipt of proposals.
- The VCB Chairman of the Board will sign an affidavit attesting to the procedure being followed.



**ATTACHMENT C**  
**(FISCAL YEAR 2024 PAYMENT SCHEDULE OF ANNUAL CONTACT PRICE)**

<b>Invoice Date</b>	<b>Payment Due</b>
October 1, 2023	\$250,000*
October 15, 2023	\$225,000
November 15, 2023	\$225,000
December 15, 2023	\$225,000
January 15, 2023	\$225,000
February 15, 2023	\$225,000
March 15, 2023	\$225,000
April 15, 2023	\$225,000
May 15, 2023	\$225,000
June 15, 2023	\$225,000
July 15, 2023	\$225,000
August 15, 2023	\$225,000
	=====
Total:	\$2,725,000

\*Initial payment made in advance prior to monthly invoicing.

**EXHIBIT 1  
(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	
<b>(name of month)</b> Installment	Monthly installment for professional tourism promotional services as established by contract	\$ _____	
	Total	\$ _____	
	Balance Due	\$ _____	

## **EXHIBIT 2 (MONTHLY REPORT TEMPLATE)**

### **St. Johns Visitor and Convention Bureau (name of month and year) Monthly Report**

#### **Creative Concept**

Include any work done or information updates on action taken or planned to review, revise, improve, or modify the creative concept. Examples may include revisions to ads, logos, etc. or one-time projects such as a significant photo shoot.

#### **Media Planning and Buying**

Provide a breakdown of purchased media including details such as type of media, type of advertisement, publication in which advertisement ran, target market and anticipated impact. The information should be organized by the below including sub-headings and an example of submissions are included for each.

##### Digital

*Example:*

- *Banners and other display units carried family/beach messaging generating 10,250,000 imps*
- *In Feed and carousel ads carried beach/culinary/attractions messaging generating 550,000 imps*

##### Print

*Example:*

- *Full page ads ran in four regional lifestyle magazines, Southern Travel, East Coast Magazine, Southern Living and Southern Lifestyle, with culinary/nightlife messaging generating 65,000 imps*

##### Broadcast

*Example:*

- *TV spots ran on two stations in Orlando and one station in Atlanta with family/beach messaging generating 770,000 imps*
- *Radio spots ran on three stations in Jacksonville, four stations in Orlando and three stations in Atlanta with family/beach messaging generating 115,000 imps*

## Outdoor

*Example:*

- *Six outdoor boards ran in locations on I-95 from south Georgia to Daytona with a variety of destination experience messaging generating 2,150,000 imps*

## Search Engine Marketing (SEM)

*Example:*

- *55 search terms on Google generated 692,292 imps and 32,000 conversions*
- *47 search terms on Bing generated 564,045 imps and 23,000 conversions*

## **Cooperative Promotion Activities:**

Detail cooperative promotion opportunities run during the month of reporting. Include information on the advertisement type, publication in which the advertisement ran, target audience and participating organizations. An example is provided below.

*Example:*

- *Three newspaper ads focusing on fine dining in the Ponte Vedra Area, ran in three Jacksonville publications. The ads carried 12 participants, (list the participants) who spent a total of \$3,600, VCB spend was \$9,000; generated 200,000 imps*
- *Two emails were sent to 500 meeting planners in the state of Florida. The email highlighted offering of six participating businesses (list the participants) who spent a total of \$1,500, VCB spend was \$4,000*
- *Four carousel ads focusing on family friendly travel which targeted millennial travelers with 12 participants (list the participants) who spent \$3,600, VCB spend was \$3,600; generating 52,000 imps*

## **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. An example submission is included below.

*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*

**EXHIBIT 3**  
**(EXAMPLE OF MONTHLY REPORT TO TDC)**



# ST. AUGUSTINE PONTE VEDRA

FLORIDA'S HISTORIC COAST®

## VCB Report to the Tourism Development Council August 20, 2018

### Smith Travel Research June 2018

Occupancy (%)	FY 2018			Running 12 Months		
	Apr	May	Jun	2018	2017	2018
This Year	74.2	64.6	68.0	65.2	65.6	67.6
Last Year	72.8	65.3	65.6	63.9	65.2	55.8
Percent Change	1.9	-1.1	3.7	2.0	0.6	3.1

ADR	FY 2018			Running 12 Months		
	Apr	May	Jun	2018	2017	2018
This Year	154.48	163.84	141.91	128.76	131.99	140.32
Last Year	144.93	197.36	133.95	124.32	128.76	131.59
Percent Change	6.6	4.2	5.9	3.4	2.5	6.3

RevPAR	FY 2018			Running 12 Months		
	Apr	May	Jun	2018	2017	2018
This Year	114.57	105.80	96.50	83.94	86.57	94.88
Last Year	106.23	102.65	87.90	79.57	83.04	85.57
Percent Change	8.9	3.1	9.9	5.5	3.1	9.6

Supply	FY 2018			Running 12 Months		
	Apr	May	Jun	2018	2017	2018
This Year	177,630	183,551	177,630	2,051,247	2,126,248	2,167,859
Last Year	176,970	192,559	176,870	2,023,754	2,091,247	2,126,248
Percent Change	0.5	0.5	0.5	1.4	3.7	1.6

Demand	FY 2018			Running 12 Months		
	Apr	May	Jun	2018	2017	2018
This Year	131,748	118,534	120,793	1,337,055	1,394,582	1,469,065
Last Year	128,500	119,230	115,799	1,251,301	1,337,255	1,304,552
Percent Change	2.5	-0.6	4.3	3.4	4.3	4.6

Revenue	FY 2018			Running 12 Months		
	Apr	May	Jun	2018	2017	2018
This Year	20,351,891	19,420,146	17,141,823	172,191,602	184,066,167	204,730,256
Last Year	18,991,708	19,746,151	15,611,389	161,037,551	172,191,602	184,066,167
Percent Change	9.5	3.6	10.5	6.9	6.9	11.2

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## Smith Travel Research June 2018

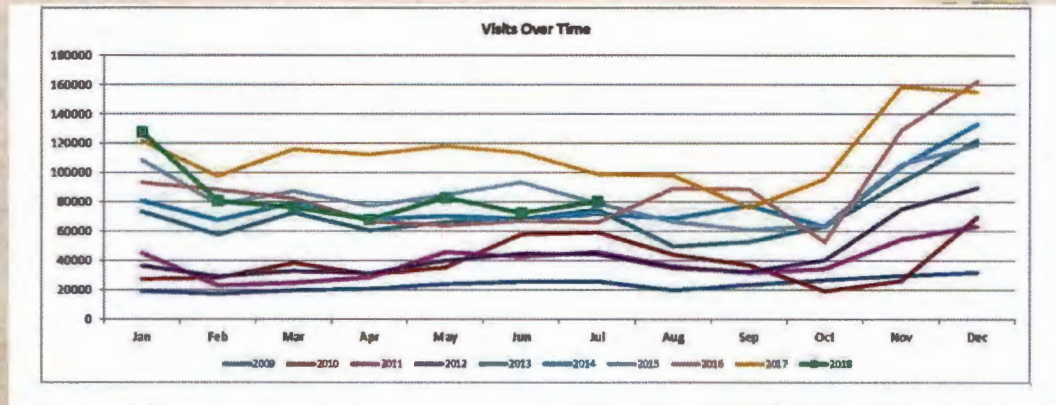
Current Month June 2018 vs June 2017						
	Occ %	ADR	Percent Change from June 2017			
	2018	2017	Occ	ADR	RevPAR	Room Rev
Hillsborough County, FL	73.5	111.44	0.5	3.1	3.6	5.7
Nassau County, FL	80.8	233.50	-2.1	5.6	3.3	3.3
Pinellas County, FL	75.3	143.64	4.9	5.7	10.9	14.1
St Johns County, FL	68.0	141.91	3.7	5.9	9.9	10.5
Charleston, SC	83.6	153.24	0.9	2.6	3.6	8.9
Jacksonville, FL	73.9	116.68	3.1	5.3	8.5	8.6
Myrtle Beach, SC	83.2	180.10	10.0	1.8	12.0	12.9
Orlando, FL	83.3	127.86	6.1	10.2	16.9	19.0
Sarasota-Bradenton, FL	67.8	125.00	-0.4	-1.5	-1.9	5.2
Savannah, GA	80.3	127.10	2.2	6.4	8.6	11.3
Fort Walton Beach, FL	82.4	219.60	4.3	4.4	8.9	9.9
Daytona Beach, FL	73.0	119.23	7.0	-0.8	6.1	10.7
Zip Code 32084+	69.1	128.88	0.5	1.1	1.6	1.6
Zip Code 32080+	74.0	141.73	6.9	1.8	8.8	11.2
Zip Code 32092+	65.7	97.69	10.6	3.8	14.8	15.2

Source: STR, Inc. Reproduction or other re-use of this data without the express written permission of STR is strictly prohibited.

## Bed Tax Collections

June (Net Collections)	\$ 1,145,753	26%
YTD Net Collections June	\$ 8,517,102	14%
YTD Collections by Area		
Anastasia Island and St. Augustine Beach (32080)	42%	31%
Ponte Vedra Beach (32082)	20%	23%
St. Augustine, Vilano and North Beach (32084)	30%	36%
St. Augustine Shores/South/207 (32086)	1%	1%
World Golf Village and west of I-95 (32092)	6%	7%
I-95&SR 16/Palencia (32095)	0.1%	1%
Other	0.3%	0.5%

# Website Dashboard



**80,125** Visitors to the Site July -19%  
**997,431** Visitors to the Site FYTD -11%

## VIC Visitation July 2018

SJCC -PVBD Visitor & Information Center						
	July 2018	July 2017	% of Total Visitors	FYTD 2018	FYTD 2017	Total FY 2017
Total Visitors	168	130	0.28%	768	694	967
City of St. Augustine Downtown Visitors Center						
	July 2018	July 2017	% of Total Visitors	FYTD 2018	FYTD 2017	Total FY 2017
Total Visitors	48,236	50,013	57%	421,066	446,386	617,984
St. Augustine Beach Visitors Center						
	July 2018	July 2017	% of Total Visitors	FYTD 2018	FYTD 2017	Total FY 2017
Total Visitors	5,246	4,736	10%	46,782	41,277	42,712
Jacksonville Airport Visitor Information Center						
	July 2018	July 2017	% of Total Visitors	FYTD 2018	FYTD 2017	Total FY 2017
Total Visitors	1,644	835	3%	10,127	9,216	10,663
Total Inquiries at Visitors Centers						
	July 2018	July 2017	% of Total	FYTD 2018	FYTD 2017	Total FY 2017
Total Inquiries	66,182	66,014	100%	477,742	486,681	672,238



# Departmental Reports



**ST. AUGUSTINE  
PONTE VEDRA**  
FLORIDA'S HISTORIC COAST

## Social Media July 2018

Social Media		YOY Change
<b>Facebook</b>		
Fans added in July	579	
Total Facebook Fans	492,376	5%
Facebook Impressions	2,176,821	
Engagement Rate	13.3%	
Reach	737,593	
<b>Twitter</b>		
Twitter Followers	11,708	14%
Twitter Impressions	106,932	
<b>Instagram</b>		
Instagram Followers	13,111	22%
Instagram Impressions	275,331	
<b>YouTube</b>		
Views To Date	279,428	18%



**ST. AUGUSTINE  
PONTE VEDRA**  
FLORIDA'S HISTORIC COAST

*\*Changes in Facebook's algorithm continues to impact followers, reach, impressions and engagement*

## Communications Summary

	July	FYTD	FYTD 17	
Total Impressions	275,397,412	13,411,130,908	17,659,657,521	-24%
VCB Initiated Stories <i>In publication or broadcasted</i>	357	5,039	3,092	63%



## Sales Measurement Summary

	July	Monthly %		YTD %	
		Actual vs Goal	YTD	Actual vs Goal	
Solicitation Emails/Calls	204	8%	1,707	5%	
Total Leads Distributed	41	8%	288	-14%	
Lead Room Nights	14,848	140%	88,068	30%	

	4th Quarter	Quarterly %		YTD %	
		Actual vs. Goal	YTD	Actual vs. Goal	
Wholesale Room Nights	225	-88%	80,033	-25%	

\*\*\*Wholesale Room Nights are reported quarterly.





# Promotions

## EASY SEASON® 2018 RADIO PROMOTIONS

- Launched 23 Easy Season 2018 radio promotions for Atlanta, Gainesville, Jacksonville, Orlando, Tampa, & West Palm Beach markets.
  - Staggered run dates from July 30<sup>th</sup> to September 10<sup>th</sup>
  - Media partners include Beasley, Cox, Cumulus, Dix, Entercom, iHeart, & Renda

## EASY SEASON & FALL 2018 TV PROMOTIONS

- Launched four (4) Easy Season 2018 TV promotions for Charleston, Macon, Savannah, & Tallahassee.
  - Run dates from July 30<sup>th</sup> to August 10<sup>th</sup>
- Developed Local Discovery Florida TV segment targeting Gainesville, Tallahassee, & Valdosta markets (4 minute segment to run for 16 weeks with Easy Season sweepstakes kick-off)
- Media partner is Sinclair Broadcasting Group

## VIAAIR & ELITE AIRWAYS PROMOTIONS

- Finalizing four (4) ViaAir promotions for the Charlotte market (iHeart Media Group is the partner).
  - Run dates from September 10-17<sup>th</sup>
- Developed a promotional package for Elite Airways/Rochester International Airport to promote at Rochester, MN's "First and 3<sup>rd</sup> Summer Market & Music Festival" on August 23<sup>rd</sup>



# Florida's First Coast of Golf June 2018

	Jun-18	Jun-17	% Change
Rooms	2,022	1,853	9%
Rounds	4,758	4,360	9%
	2018 YTD	2017 YTD	% Change
Rooms	13,094	13,315	-2%
Rounds	30,810	31,330	-2%
Precipitation	2018	2017	Change
	0.48	3.92	-3.44
Temperature (Avg High)	2018	2017	% Change
	82	85	(3)°
Website Traffic			
	Jun-18	Jun-17	% Change
	2,802	3,645	-23%
	2018 YTD	2017 YTD	% Change
	45,955	25,389	81%



## CEO's Comments

- June lodging metrics were up across the board: Occupancy +3.7%, ADR +5.9%, RevPAR +9.9%, Demand +4.3% and Revenue +10.5%.
- Attractions Report that June was down slightly, -4.0% though YTD attendance is up 2.2%
- 23 Radio and four TV Promotions featuring *Easy Season®* : late July – mid Sept.
- Four ViaAir radio promotions in Charlotte during September
- Sales, Promotion and PR programs with NFRA in support of Elite Airways non-stop jet service between NFRA and Rochester, MN
- Work is ongoing for event(s) in May 2019 to mitigate the impact of PLAYERS Championship move to March
- New website and eCRM agency, Tempest began August 1
- RFPs for Hispanic marketing agency and Fulfillment/Call Center are underway



## Highlights

- Lodging good growth: June Occ +3.7% ADR +5.9% RevPAR +9.9% Sup +0.5% Demand +4.3%
- Attractions Report that June was down slightly, -4.0% though YTD attendance is up 2.2%
- June web site visits -19% page views -20% property profile views -17% due to pause in SEM with agency transition
- June Visitor Info Centers traffic: -1% YOY
- July Sales: Lead rm nts 14,649, 140% of goal; wholesale rm nts – still reporting for 4Q
- July Publicity: Initiated stories FYTD 5,039 +63% to YTD goal
- July Social Media: 517,195 fans & followers, 2.8 million impressions
- 27 broadcast promotions to support *Easy Season®* including SOL Music Festival
- Sales, Promotion and PR program to support Elite Airways non-stop jet service developed for Rochester, MN
- New website and eCRM agency, Tempest began August 1
- RFPs for Hispanic agency and Fulfillment/Call Center vendor are underway

