RESOLUTION NO. 2026-371

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE ST. JOHNS COUNTY CHAMBER OF COMMERCE TO CONTINUE PROVIDING FOR PRODUCT SUPPORTING A RELEVANT VISITOR EXPERIENCE AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, a vigorous, diversified and competitive economy is essential to the long-term fiscal health of the County, the prosperity of the County's residents and local businesses; and

WHEREAS, the visitor industry, including tourism, meetings and hospitality are vital components of the local economy, and should be enhanced and expanded to encourage out-of-County visitors to spend one or more nights in the County through the development and management of a quality visitor experience by a variety or means; and

WHEREAS, the County and the Chamber have an existing relationship and strong history of working together to attract and retain visitors to the County; and

WHEREAS, subject to the terms and conditions contained herein, the County and the Chamber seek to enter into an agreement to provide for specific visitor related services; and

WHEREAS, the Board has determined that entering into an agreement to provide the tourist related services described therein is a proper public purpose and is in the best interests of the citizens of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

2. The Board of County Commissioners hereby approves the terms and conditions contained in the proposed agreement attached hereto and incorporated herein.

3. The Board of County Commissioners authorizes the County Administrator, or designee to execute an agreement, in substantially the same form and format as attached hereto.

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 3rd day of November, 2026.

Rendition Date NOV 03 2026

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Clay Murphy
Clay Murphy, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit Court and Comptroller

By: Crystal Smith
Deputy Clerk



TOURIST DEVELOPMENT AGREEMENT
BETWEEN
ST. JOHNS COUNTY, FLORIDA
AND
ST. JOHNS COUNTY CHAMBER OF COMMERCE

THIS TOURIST DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between St. Johns County, Florida ("County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners ("Board"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and the St. Johns County Chamber of Commerce ("Chamber"), a non-profit corporation organized and existing under the laws of the State of Florida, whose address is 100 Southpark Blvd., St. Augustine, Florida 32086.

RECITALS:

WHEREAS, a vigorous, diversified and competitive economy is essential to the long-term fiscal health of the County, the prosperity of the County's residents and local businesses; and

WHEREAS, the visitor industry including tourism, meetings and hospitality are vital components of the local economy, and should be enhanced and expanded to encourage out-of-county visitors to spend one or more nights in the County through the development and management of a quality visitor experience by a variety of means; and

WHEREAS, the County and the Chamber have a strong history of working together to attract and retain visitors to the County; and

WHEREAS, subject to the terms and conditions contained herein, the County and Chamber seek to enter into an agreement to provide for certain visitor related services.

NOW, THEREFORE, the County and the Chamber, in consideration of the mutual covenants and conditions hereinafter expressed, do hereby agree as follows:

Section 1. Effect of Recitals.

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

Section 2. Term and Extension.

A. The term of this Agreement shall begin on October 1, 2026, ("Effective Date") and shall be in effect for a period of one (1) fiscal year ("Initial Term"), continuing through and until 11:59 p.m., on September 30, 2027 ("Expiration Date"), and may be renewed for up to two (2) one-year renewal periods of twelve (12) months ("Renewal Term"). This Agreement may be renewed, upon determination by the County of continued need for the Services, satisfactory performance by the Chamber, mutual agreement by both parties, and the availability of lawfully appropriated funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further

expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Chamber satisfactorily performed the Services specified in the Agreement.

B. No later than thirty (30) days prior to the Expiration Date, the County may request, in writing, an extension of the Term for a period of time up to twelve (12) months ("Renewal Term"). If the written request for the Renewal Term is acceptable to the other party, then such party shall provide a written approval, indicating the specific duration of the Renewal Term.

Section 3. Scope of Services.

A. **Ponte Vedra Tourism Product Development and Program Management –$95,000 per year**

In 2017, the Chamber completed a Product Development Plan ("Plan") for Ponte Vedra Beach utilizing Tourism Development Tax ("TDT") funds. The study identified four (4) categories (referred to in the Plan as "pillars") for future product development initiatives: passive nature, outdoor recreation, arts and heritage, wellness. While the Product Development Plan indicates that projects in these four (4) categories could improve both local tourism and residents' quality of life, this agreement addresses only projects focused on tourism development.

Projects completed under this agreement shall take into consideration:

1) the two primary visitor types which make up the majority of the Ponte Vedra Beach visitor population, leisure and group/meetings.
2) existing and future multi-generational influences within the visitor types as well as current trending impacts for immersive local experiences, authenticity, and social/cultural interaction between visitors and locals.
3) visitor industry sustainability, cultural vibrancy, economic activity and job creation.
4) carrying capacities and the preservation of the environment.

As stated in the Plan, the Chamber shall continue to:

1) Utilize the key criteria developed to guide prioritization of future development opportunities, content generation and incentives programs which shall focus on the generation of room nights.
2) Create and maintain digital platforms and visitor tools utilizing the Product Development Plan insights to encourage tourism in Ponte Vedra Beach.
3) Communicate development opportunities and incentives to local businesses as well as businesses currently outside of Ponte Vedra Beach/St. Johns County.
4) Develop and maintain up to date supporting content and promotional materials for the resulting products and tools of the project.
5) Distribute product materials and communicate opportunities and future development plans to visitors residing outside of St. Johns County.
6) Continue to utilize visitor research tools, community focus groups, charrettes (residents and businesses) and other methods to define and evaluate the current visitor experience

from the visitor perspective and identify areas of need for further product development.

At least quarterly, the Chamber shall provide a status report to the County regarding progress on product development.

B. **Autism and Neurodiversity Certification Reimbursement Grant Management – up to $42,000 per year**

1) In coordination with the Community and Destination Department, develop, promote, implement and manage an annual first-come, first-serve reimbursement grant program which offers tourism-oriented businesses up to 50% reimbursement of the direct expenses incurred from the successful obtainment and maintenance of a customer facing Autism and Neurodiversity Certification from the International Board of Credentialing and Continuing Education Standards (IBCCES).

2) Chamber shall submit any suggested changes to the grant program guidelines to the Community and Destination Department for review and approval annually.

3) Provide copies of paid reimbursement invoices and supporting documents for promotion costs and approved grants on a monthly basis when available.

4) Up to 25% of the annual Autism and Neurodiversity Certification Reimbursement Grant program funding may be allocated to Chamber administrative expenses associated with the promotion and oversight of the grant program.

C. Nights of Lights lighting expansion program – up to $15,000 per year

1) In coordination with the Community and Destination Department, promote, implement and manage an annual program which offers businesses in areas of the County participating in December Nights of Light programming, assistance in offsetting the direct expenses incurred for participation in the Nights of Lights program, which is free to visitors, by installing soft white holiday lighting along the roofline of the buildings of the participating businesses.
2) Chamber shall submit any suggested changes to the grant program guidelines to the Community and Destination Department for review and approval annually.

3) Provide copies of invoices and supporting documents for holiday lighting installation costs on a monthly basis when available.

4) Up to 25% of the program funding may be allocated to Chamber administrative expenses associated with the promotion and oversight of the program.

Section 4. Compensation.

The maximum amount available as compensation to the Chamber for satisfactory performance of the Scope of Services is four hundred fifty six thousand dollars ($456,000), unless otherwise amended in the manner set forth in this Agreement. It is strictly understood by the parties hereto that the Chamber is not entitled to the above-noted amount of compensation as a matter of right. Rather, such compensation is based upon the Chamber's satisfactory performance in accordance with the provisions contained in this Agreement. The County may reimburse the Chamber pending prior approval by the County, for third-party research and/or consulting services actual costs allowable under Section 3.

Section 5. Billing/Invoicing.

A. To the extent that the Chamber is not in violation with any material aspect of this Agreement and/or has not received notice of termination of this Agreement from the County, then the Chamber may bill/invoice the County, up to four hundred fifty six thousand dollars ($456,000.00) in thirty-six (36) monthly installments beginning with October 2026, due upon receipt of an invoice and a report described in Section 3A.

B. To the extent that the Autism and Neurodiversity Certification Grants are awarded to qualifying tourism businesses and the grant reimbursements are approved and paid, the Chamber may bill/invoice the County monthly for the incurred expenses in accordance with Section 3B of this contract.

C. To the extent that the Nights of Lights lighting expansion program is successful in identifying qualifying businesses and white holiday lighting is approved and paid, the Chamber may bill/invoice the County monthly for the incurred expenses in accordance with Section 3C of this contract.

D. Although there is no form or format pre-approved by the County for billing/invoicing, any bill/invoice submitted by the Chamber to the County shall include a detailed description report of the work accomplished in connection with the Scope of Services. The County may return a bill/invoice from the Chamber, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

E. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Community and Destination Department
Attn: Executive Director
500 San Sebastian View
St. Augustine, Florida 32084

F. Upon receipt and verification of the Chamber's bill/invoice, the County shall process the bill/invoice, and forward payment to the Chamber within forty-five (45) days of verification.

Section 6. Termination of Agreement.

A. This Agreement may be terminated without cause upon either the County or the Chamber providing at least ninety (90) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the County or the Chamber intends to terminate this Agreement ninety (90) days from the date of notification (unless a date greater than ninety (90) days is noted).

B. This Agreement may be terminated with cause upon either the County or the Chamber providing at least thirty (30) days advance written notice to the other party of such notice of termination for cause. Such written notification shall include the exact cause for termination as provided herein or as otherwise noted by the County, the effective date of termination, unless, prior to the termination date, the party seeking termination for cause provides an opportunity to cure/correct the condition as specifically provided in the written notice described in this Section.

C. Consistent with other provisions of this Agreement, the Chamber shall be compensated for any services and/or expenses that are both authorized under this Agreement and that are performed and/or accrue up to the termination of this Agreement.

Section 7. Indemnity.

The Chamber shall indemnify, defend, and hold the County, its officials, agents, and employees harmless from and against all claims (including tort-based, contractual, injunctive and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, or associated with, or growing out of (directly or indirectly), the Chamber's negligent or intentional acts or omissions in performing this Agreement.

Section 8. Insurance.

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

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

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

The CHAMBER shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000, if applicable.

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

The CHAMBER shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

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

Section 10. Amendments.

Both the County and the Chamber acknowledge that this Agreement constitutes the complete agreement and understanding of both parties. Any modification, revision and/or amendment to this Agreement shall be in writing and executed by duly authorized representatives of both the County and the Chamber. It is hereby noted that, should any proposed modification, revision and/or amendment to this Agreement trigger the application of a County administrative policy, resolution or ordinance, then such application shall be a condition precedent to the modification, revision and/or amendment to this Agreement.

Section 11. Assignment.

In light of the scope and rationale for this Agreement, neither the County nor the Chamber may assign, transfer, and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Notwithstanding any other provision contained herein, should either the County or the Chamber assign, transfer, or sell any of the rights noted in this Agreement without such prior expressed written approval of the other party, then such action on the part of either the County or the Chamber shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 12. Notice.

A. All notices to the County 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 a copies to:

Director of Community and Destination Department
500 San Sebastian View
St. Augustine, Florida 32084

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

B. All Official Notices to the Chamber shall be delivered either by hand (receipt of delivery required), or by certified mail to:

St. Johns County Chamber of Commerce
Attn: Executive Director
100 Southpark Blvd
St. Augustine, Florida 32086

C. All other correspondence not classified as notice(s) may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including faxing, e-mailing, or text messaging.

Section 13. Relationship of the Parties.

A. The Chamber is, and shall be, in the performance of services and activities described in this Agreement, an independent contractor, and not an employee, agent, official, or servant of the County. As such, neither the Chamber, nor any employees, agents, officials, servants, or subcontractors of the Chamber are eligible for any benefits afforded employees, or officials of the County.

B. 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 Chamber.

C. It is expressly understood by the parties, hereto that the Chamber does not have the power or authority to bind (legally or equitably), in any manner whatsoever the County in any promise, agreement, or representation, other than as specifically provided for in this Agreement.

Section 14. Public Records.

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other

applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Chamber's performance under this Agreement constitutes an act on behalf of the County, Chamber shall provide access to all public records made or received by Chamber in conjunction with this Agreement. Specifically, if Chamber is expressly authorized, and acts on behalf of the County under this Agreement, Chamber shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Chambering 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 States, 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 Chamber's sole cost and expense, all public records in the possession of Chamber upon termination of this Agreement. Chamber 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.

C. Failure by Chamber to grant such public access shall constitute cause for termination of this Agreement by the County. Chamber shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Chamber's possession and shall promptly provide the County a copy of Chamber's response to each such request.

Section 15. Review of Records.

As a condition of entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Chamber hereby authorizes the County to examine, review, inspect and/or audit the Chamber's books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Agreement. It is specifically noted that the Chamber is under no otherwise protected from disclosure by Local, State, and/or Federal law.

Section 16. No Third Party Beneficiaries.

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

Section 17. Permits and Licenses.

To the extent that the Chamber needs to secure and maintain permits, licenses and/or approvals, in order to operate the VIC, or to perform any of the services described herein, then the Chamber shall be responsible for securing and maintaining, at the Chamber's sole expense, any, and all, permits, licenses and/or approvals required by Local, State and/or Federal, law, rule, regulation, or ordinance. Any such required permits, licenses and/or approval shall be maintained for the Term (including and Extended Terms) of this Agreement. Failure by the Chamber to comply with this provision shall constitute cause for termination of this Agreement by the County.

Section 18. 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 the Agreement shall be in St. Johns County, Florida.

Section 19. Compliance with Local, State, and Federal Rules, Regulations, and Laws.

Both the County and the Chamber, in performing under this Agreement, shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the Local, State, and Federal governments.

Section 20. Use of the County Logo.

Pursuant to, and consistent with, County Ordinance 92-2, and County Administrative Policy 101.3, the Chamber shall not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval by the Board.

Section 21. Severability.

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

Section 22. Force Majeure.

Neither the County, nor the Chamber, shall be held in non-compliance with the terms, conditions, provisions, and requirements of this Agreement, nor suffer any enforcement or penalty relating thereto (including termination, cancellation, or revocation of this Agreement) where such non-compliance or alleged default occurred and/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 and/or control.

Section 23. Non-Waiver.

The failure of either the County or the Chamber 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.

Section 24. Headings.

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

Section 25. Survival.

It is expressly noted that the following provisions of this Agreement, to the extent necessary, shall survive any expiration, suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore, shall be both applicable and enforceable beyond any expiration, suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement:

Section 26. 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.

Section 27. 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.

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

COUNTY

By:_____
County Administrator
Date:_____

CHAMBER

By:_____
Position:_____
Date:_____

Legal Review as to Sufficiency:

By:_____

Deputy County Attorney
Date:_____

WITNESS:
Print Name:

WITNESS:
Print Name:

ATTEST: Brandon J. Patty, Clerk of the Circuit Court and Comptroller

By:_____
Deputy Clerk