

RESOLUTION NO. 2013 - 11

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A CONTRACT RENEWAL BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE ST. JOHNS COUNTY CHAMBER OF COMMERCE FOR THE PURPOSE OF PROMOTING ECONOMIC DEVELOPMENT WITHIN ST. JOHNS COUNTY, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE CONTRACT RENEWAL ON BEHALF OF ST. JOHNS COUNTY; AND PROVIDING FOR THE EFFECT OF RECITALS; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, St. Johns County, Florida (COUNTY), entered into a Contract with the St. Johns County Chamber of Commerce (CHAMBER) on March 1, 2010 for the purpose of promoting economic development within St. Johns County (a copy of which is attached hereto and incorporated herein); and

WHEREAS, the COUNTY approved Resolution 2012-9, which provides an extension of the contract through September 30, 2012; and

WHEREAS, the CHAMBER has submitted a written request seeking an additional one-year extension of the Contract subject to the same terms and conditions contained therein; and

WHEREAS, the COUNTY has determined that extending the Contract for an additional one-year term to expire on September 30, 2013 will serve the interests of the COUNTY.

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

SECTION 1. Incorporation of Recitals.

The Recitals expressed above are incorporated by reference into the body of this Resolution, and such Recitals are hereby adopted as findings of fact.

SECTION 2. Authorization to Execute.

The Board of County Commissioners hereby approves extending the said Contract between St. Johns County, Florida and St. Johns County Chamber of Commerce for an additional one-year term to expire on September 30, 2013. The County Administrator, or designee, is further authorized to execute the attached Contract with the Chamber of Commerce for purposes of promoting economic development within the County.

SECTION 3. Correction of Errors.

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

SECTION 4. Effective Date.

This Resolution shall be effective upon execution by the Chair of the Board of County Commissioners.

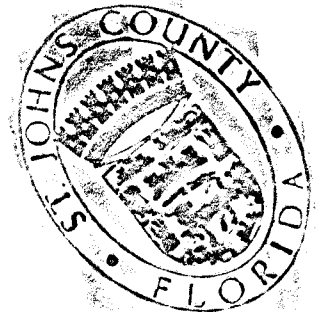
PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 15 day of January 2013.

BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By: 
Jay Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk



**CONTRACT BETWEEN
ST. JOHNS COUNTY, FLORIDA
AND
ST. JOHNS COUNTY CHAMBER OF COMMERCE**

THIS CONTRACT ("Contract") 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, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and the **St. Johns County Chamber of Commerce ("Chamber")**, a corporation organized and existing under the laws of the State of Florida, whose address is 1 Riberia Street, St. Augustine, Florida 32084.

RECITALS:

WHEREAS, the **County** desires to contract with the **Chamber** for the purpose of participating in, and evaluating, the regional marketing plan for economic development created and administered by the Jacksonville Regional Chamber of Commerce and for other economic development purposes that benefit the **County** and its residents and businesses (collectively, the "Services"); and

WHEREAS, the **County** has determined that the provision of said **Services** for the participation in the above-described plan is a proper public purpose and is in the best interests of the citizens of the **County**.

Section 1. Effect of Recitals.

The above Recitals are incorporated into the body of this **Contract**, and said Recitals are adopted as Findings of Fact.

Section 2. Headings.

All Sections and descriptive headings of Sections noted in this **Contract** are inserted for the convenience of the parties only and shall not affect and/or control the interpretation of this **Contract**.

Section 3. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this **Contract**, 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 **Contract**, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

Section 4. Compliance with Local, State, and Federal Rules, Regulations, and Laws.

Both the **County**, and the **Chamber** shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies of the **County**, State, and Federal governments.

Section 5. Governing Law and Venue.

This **Contract** shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under the **Contract** shall be in St. Johns County, Florida.

Section 6. Duration of Contract.

The duration of this **Contract** runs from **March 1, 2010**, through and until **11:59 pm, on September 30, 2010**.

Section 7. Extension of Contract.

Either the **County** or the **Chamber** may request a one-year extension of this **Contract** by submitting a written request to other party, no later than **May 1, 2010**. Pursuant to a written request, either the **County** or the **Chamber** may approve an extension of the **Contract** prior to **September 30, 2010**. Subsequent extensions of this **Contract** may be handled in a manner similar to that described in this Section. Should this **Contract** not be extended within the timeframe noted in this Section, then this **Contract** will terminate on October 1 of the year not extended. Under such circumstance, neither the **County** nor the **Chamber** will have to provide any further form of written notification to the other party.

Section 8. Amendment of Contract.

Both the **County** and the **Chamber** acknowledge that this **Contract** constitutes the complete agreement of understanding of both parties. Both the **County** and the **Chamber** amendments to this **Contract** shall be in writing and shall be executed by duly authorized representatives of both the **County** and the **Chamber**.

It is noted additionally that if a proposed amendment to this **Contract** would trigger the application of a **County** administrative policy, resolution, or ordinance, then the applicable **County** administrative policy, resolution, or ordinance would have to be followed as a condition precedent to the amendment of this **Contract**.

Section 9. Assignment of Contract.

In light of the scope and rationale for this **Contract**, neither the **County** nor the **Chamber** may assign, transfer, and/or sell any of the rights noted in this **Contract** without the express written approval of either party. Should either the **County** or the **Chamber** assign, transfer, or sell any of the rights noted in this **Contract** 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 **Contract**, without further notice or action required on the part of the other party.

Section 10. Termination of Contract.

This **Contract** 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 **Contract** ninety (90) days from the date of notification (unless a date greater than ninety (90) days is noted). Consistent with other provisions of this **Contract**, the **Chamber** shall be compensated for any services and/or expenses that are both authorized under this **Contract**, and that are performed and/or accrue up to the termination of this **Contract**.

This **Contract** may be terminated with cause upon either the **County** or the **Chamber** or the **Chamber** providing at least fifteen (15) days advance written notice to the other party of such notice of termination for cause. Such written notification shall indicate the exact cause for termination, the exact date for termination, and shall result in termination of this **Contract** on the termination date, unless, prior to the termination date, the cause for termination is cured/corrected/explained to the satisfaction of the party seeking termination for cause.

Termination for cause may be for one of the following reasons:

- a) Substandard performance in one or more evaluative areas, as noted in a Periodic Evaluation conducted by the **County**, or agent or representative of the **County**; provided, however, that the **County** must provide the **Chamber** with notice of any said substandard performance and an opportunity to cure;
- b) Assignment of this **Contract** by either party, without the prior written approval/consent of the other party;
- c) Material failure by either party to comply with one or more terms, provisions, conditions, requirements, and/or obligations noted in this **Contract**;
- d) Failure by the **County** to pay, for a period exceeding one hundred twenty (120) days, any amounts due and owing, for authorized services performed by the **Chamber**;
- e) Failure by the **County** to budget for the services and/or expenses noted in this **Contract**;
- f) An exhaustion of funds for the services and/or expenses noted in this **Contract** without approval of a subsequent increase in the amount of funds budgeted for services and/or expenses noted in this **Contract**; and/or
- g) A subsequent revision/change/amendment to State law that would prohibit the **County** and the **Chamber** from entering into, or continuing, this **Contract**.

Section 11. Scope of Services.

While it is understood that the **Chamber** shall participate in, and evaluate on behalf of the **County**, the Jacksonville Regional Chamber of Commerce Master Marketing Plan (Cornerstone Regional Economic Development Partnership), it is equally understood that the **Chamber's** first priority is to seek and secure economic investment for the **County** through expansion of existing businesses, re-location of new businesses, hiring/increasing/adding personnel/employees to new or existing businesses located within the **County**, and development of retail, industrial, professional, or manufacturing opportunities designed to attract either/both financial investment or/and jobs.

The Scope of Services shall include the **Chamber** updating the **Board of County Commissioners** quarterly on the **Chamber's** efforts to seek and secure new economic business opportunities for the **County**. Those performance measures contained within **Attachment "A" (Economic Development Performance Measures)** attached and incorporated herein, and any additional performance measures or information the **Chamber** feels to be relevant, shall serve as the basis for such quarterly updates.

Section 12. Periodic Evaluations.

Once every six (6) months, the **County Administrator**, or designee, shall evaluate the **Chamber's** performance under this **Contract** specifically as it relates to the **Scope of Services** set forth in this **Contract** and the other terms, provisions, conditions, and requirements/obligations noted in this **Contract**. The periodic performance evaluation shall determine the degree and/or level of compliance with the **Scope of Services** and other aspects of this **Contract**. The periodic performance evaluation may also examine the Chamber's degree of effectiveness with respect to attracting and/or securing new businesses, industries, or entrepreneurial enterprises to locate/re-locate or establish headquarters (international, national, regional) within the **County**. If, after any periodic performance evaluation, the **County Administrator**, or designee, determines that there is substandard, incomplete, or unacceptable performance on the part of the **Chamber**, or that the **Chamber** has violated one or more provisions of this **Contract**, then the **County Administrator**, or designee, shall provide written notice to the **Chamber**, and provide a timeframe in which to remedy the substandard, incomplete, or unacceptable performance, or the **Contract** violation. In the event that the **Chamber** fails to remedy the substandard, incomplete, or unacceptable performance, or **Contract** violation within the timeframe set forth in the original written notice, then the **County** may exercise any of its administrative and/or legal options, including termination of this **Contract**.

Section 13. Ratification of Prior Amount Paid to the Chamber.

For services provided by the **Chamber** to the **County** from October 1, 2008, through February 28, 2010, the **County** ratifies the payment of \$125,000.00 (one hundred twenty-five thousand dollars), which has been previously forwarded to the **Chamber**. **Such ratification of the above-noted payment reflects a one-time only occurrence and shall not authorize any payment by the County to the Chamber in excess of the amount above-noted for the time period noted above.**

Section 14. Compensation.

For the term and duration of this **Contract**, the maximum amount available as compensation/re-imbursable expenses to the **Chamber** is \$125,000.00 (one hundred twenty-five thousand dollars), or such different amount as may be officially appropriated for this purpose by the Board of County Commissioners in the applicable **County Fiscal Year**, unless the amount and the **Contract** are amended in a manner that is set forth in this **Contract**. It is strictly understood that the **Chamber** is not entitled to the above-noted amount of compensation/re-imbursable expenses as a matter of right, except as the **Chamber's** compensation/re-imbursable expenses are based on the provision of services noted in the **Scope of Services** and satisfactorily performed by the **Chamber**.

Notwithstanding any other language concerning the amendment of this **Contract**, the **County** may reasonably modify this procedure at any time, upon thirty (30) days' advance notice, in order to accommodate the budgetary concerns and/or procedures of the **County**.

It is expressly noted that the **County** will compensate/re-imburse the **Chamber** only from those tax revenue sources that are legally available and appropriated for this purpose in its official **County** budget at the time payment is due to the **Chamber**.

Section 15. Billing/Invoicing Schedule and Payment.

To the extent that the **Chamber** is not in violation with any material aspect of this **Contract** and has not received a substandard periodic performance evaluation or notice of termination of this **Contract** from the **County**, then the **Chamber** may bill the **County** \$31,250.00 (thirty-one thousand, two hundred fifty dollars) (which represents 25% of the total compensation amount) on March 15, 2010; \$31,250.00 (thirty-one thousand, two hundred fifty dollars) (which represents 25% of the total compensation amount) on May 15, 2010; \$31,250.00 (thirty-one thousand, two hundred fifty dollars) (which represents 25% of the total compensation amount) on July 15, 2010; and \$31,250.00 (thirty-one thousand, two hundred fifty dollars) (which represents 25% of the total compensation amount) on September 15, 2010.

Though there is no billing form or format pre-approved by either the **County** or the **Chamber**, bills/invoices submitted by the **Chamber** shall include a detailed report of the work accomplished in connection with the **Scope of Services** and in part shall be based upon those performance measures contained within Attachment "A" (**Economic Development Performance Measures**). 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.

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

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

~~Upon receipt and verification of the Chamber's bill/invoice, the County shall process the bill/invoice, and forward payment to the Chamber within thirty (30) days of verification.~~

Section 16. Insurance.

The **Chamber** shall have and maintain, for the duration of this **Contract** (including any extension of this **Contract**), any and all insurance coverage (including automobile liability insurance, if vehicles are used in connection with completing the **Scope of Services**, and workers' compensation and professional liability insurance), if required by State law or **County** policy in at least the minimum amounts required by the **County's Risk Manager**. The **Chamber** shall have the **County** named as an additional insured. Failure to maintain any and/or all required insurance shall result in the automatic termination of this **Contract**, without the necessity of providing any further written notification of termination.

Section 17. Indemnification.

To the extent permitted by law, the **Chamber** shall indemnify and hold harmless the **County**, its officials, agents, and employees, from and against, any and all claims and liabilities which may arise from any negligent act or omission on the part of the **Chamber**, or its agents or representatives, to the extent that such negligent act or omission is connected with the **Scope of Services** detailed in this **Contract**.

To the extent permitted by law, the **County** shall indemnify and hold harmless the **Chamber**, its officials, agents and employees, from and against any and all claims and liabilities which may arise from any negligent act or omission on the part of the **County**, or its agents or representatives, to the extent that such negligent act or omission is connected with the **Scope of Services** detailed in this **Contract**.

Section 18. Access to Records.

It is understood and agreed by the parties hereto that the **Chamber** and its Economic Development Commission are privy to confidential information related to expansion of existing businesses, re-location of new businesses, hiring/increasing/adding personnel/employees to new or existing businesses located within the **County**, and development of retail, industrial, professional, or manufacturing opportunities designed to attract either/both financial investment and/or jobs. Third parties provide such confidential information to the **Chamber** and Economic Development Commission in conjunction with the above-referenced activities and expect that information to be held in confidence until such time as the third parties determine to make the information public. To the extent that the **Chamber** has information related to the Scope of Services that is not confidential, the **Chamber** will share such information with the **County**. The parties hereto agree and acknowledge that once the information is transmitted from the **Chamber** to the **County**, the access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this **Contract** shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes) and other applicable State or Federal law. Access to such public records may not be blocked, thwarted and/or hindered by placing the public records in the possession of a third party or an unaffiliated party.

Section 19. Review of Records.

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

Section 20. Discrimination.

The **Chamber** 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.*

Section 21. Providing Notice of Alleged Violation.

With respect to the **Chamber**, for any alleged breach or violation of this **Contract** which may give rise in the future to either an administrative or judicial action, or both, against the **County**, the **Chamber** must provide written or electronic notice to the **County Administrator** within seventy-two (72) hours of the alleged breach or violation occurring. It is acknowledged that this provision provides a different means of notice than noted elsewhere in this **Contract**. For purposes of this Section, the method of notice set forth in this Section, should be followed by the **Chamber**.

Section 22. Waiver.

The failure of either the **County** or the **Chamber** to object or to take affirmative action with respect to any conduct of the party which is in breach and/or violation of the terms, conditions, provisions, and/or requirements/obligations of this **Contract** shall not be construed as a waiver of the violation or breach, or waiver of any future violation, breach, wrongful conduct, or omission.

Section 23. Notices.

All Official 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

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

President-St. Johns County Chamber of Commerce
1 Riberia Street
St. Augustine, Florida 32084

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

Section 24. Authority to Execute.

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this **Contract** and has authorized the execution of this **Contract** by the party's authorized representative.

Section 25. Survival.

It is expressly noted that the following provisions of this **Contract**, to the extent necessary, shall survive any expiration, suspension, termination, cancellation, revocation, and/or non-renewal of this **Contract**, and therefore, shall be both applicable and enforceable beyond any expiration, suspension, termination, cancellation, revocation, and/or non-renewal of this **Contract**: (a) **Section 4 (Compliance with Local, State, and Federal Rules, Regulations, and Laws)**; b) **Section 5 (Governing Law and Venue)**; c) **Section 8 (Assignment of Contract)**; d) **Section 15 (Billing/Invoicing Schedule and Payment)**; e) **Section 17 (Indemnification)**; f) **Section 18 (Access to Records)**; g) **Section 19 (Review of Records)**; and h) **Section 23 (Notices)**.

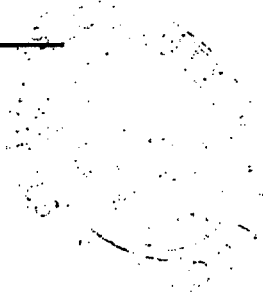
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IN WITNESS WHEREOF, the parties have hereto executed this Contract on the date and year below written:

St. Johns County, Florida
By and Through its Board of
County Commissioners

By: [Signature]
County Administrator

Date: 2-18-10



Legally Sufficient

By: Michael D. Hunt
Deputy County Attorney

Date: 2/17/10

ATTEST: Cheryl Strickland, Clerk

By: Ram Halterman
Deputy Clerk

St. Johns County Chamber of
Commerce

By: Robin Buschfeld

Date: 3/2/10

WITNESS:

Cara Howard

Date: 3/2/2010

WITNESS:

Donna Mista

Date: 3/2/2010

"Attachment A"
St. Johns County Quarterly Economic Development Performance Measures

PROSPECT ORIGINS	Prior Prospects	New Prospects	Locate In SJC	Locate Elsewhere	Active Prospects	% of Active Prospects
St. Johns County	0	0	0	0	0	%
Northeast Florida	0	0	0	0	0	%
Florida	0	0	0	0	0	%
Southeast United States	0	0	0	0	0	%
National	0	0	0	0	0	%
International	0	0	0	0	0	%
Total						

PROSPECT SOURCES	Prior Prospects	New Prospects	Locate In SJC	Locate Elsewhere	Active Prospects	% of Active Prospects
Retention	0	0	0	0	0	%
Direct Contact	0	0	0	0	0	%
Member Referral	0	0	0	0	0	%
Broker	0	0	0	0	0	%
Developer	0	0	0	0	0	%
Consultant	0	0	0	0	0	%
Other	0	0	0	0	0	%
Total						

INDUSTRY TYPES	Prior Prospects	New Prospects	Locate In SJC	Locate Elsewhere	Active Prospects	% of Active Prospects
Corporate/ Financial / Info Svcs	0	0	0	0	0	%
Aviation / Automotive Industries	0	0	0	0	0	%
Specialty Industrial / Commercial Products	0	0	0	0	0	%
Food Products / Distribution	0	0	0	0	0	%
Medical Products / Health Sciences	0	0	0	0	0	%
Recreational Equipment / Sports	0	0	0	0	0	%
Distribution / Logistics	0	0	0	0	0	%
Other	0	0	0	0	0	%
Total						

Art & Culture added 2/17/10

REAL ESTATE NEED	Prior Prospects	New Prospects	Locate In SJC	Locate Elsewhere	Active Prospects	% of Active Prospects
Land (Acres)	0	0	0	0	0	%
Office	0	0	0	0	0	%
Office-Tech	0	0	0	0	0	%
Office-Warehouse	0	0	0	0	0	%
Other Building	0	0	0	0	0	%
Total Building Needs	0	0	0	0	0	%
Total						

OCCUPANCY NEED	Prior Prospects	New Prospects	Locate In SJC	Locate Elsewhere	Active Prospects	% of Active Prospects
Lease	0	0	0	0	0	%
Buy	0	0	0	0	0	%
Build	0	0	0	0	0	%
Total						

RESULTS	Projects	% of Total
Located in St. Johns County	0	%
Selected Duval County	0	%
Selected Flagler County	0	%
Selected Clay County	0	%
Selected Other NE FL County	0	%
Total Northeast Florida	0	%
Selected Florida	0	%
Selected Southeast United States	0	%
Selected National	0	%
Selected International	0	%
Project Dropped	0	%
Total Completed Projects		

REASON FOR LOCATING BUSINESS	In SJC	Elsewhere	Total
Land Cost	0	0	0
Building Cost	0	0	0
Economic Incentives	0	0	0
Location	0	0	0
Building Need	0	0	0
Occupancy Timing	0	0	0
Other	0	0	0
Total			

ECONOMIC BENEFITS	Prior Prospects	New Prospects	Locate In SJC	Locate Elsewhere	Active Prospects
Employees	0	0	0	0	0
Average Wage (hourly)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tax Base (in Millions)	\$0	\$0	\$0	\$0	\$0

ANNUAL ECONOMIC ACTIVITY SUMMARY	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	FY 2010
Prior Prospects	0	0	0	0	0
New Prospects	0	0	0	0	0
Locate In SJC	0	0	0	0	0
Locate Elsewhere	0	0	0	0	0
Total Active Prospects	0	0	0	0	0