

RESOLUTION NO. 2013- 164

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE PROVISIONS, TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH THE CITY OF ST. AUGUSTINE TO PROVIDE ADVISORY SERVICES TO THE IN THE PLANNING OF THE GENTLEMEN OF THE ROAD STOPOVER EVENTS SCHEDULED FOR SEPTEMBER 13 AND 14, 2013, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR, DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**WHEREAS**, Mumford and Sons in an internationally acclaimed band that, in 2012, began hosting a global series of events in a limited number of small cities and towns around the world popularly known as its Gentlemen of the Road Stopovers Tour; and

**WHEREAS**, each “Gentlemen of the Road Stopover” is a complete event that brings a full lineup of bands from around the world and curates activities aimed at celebrating the local music, food and people of the city involved; and

**WHEREAS**, amongst hundreds of other cities nationwide, the City of St. Augustine, Florida (“City”) was selected as a 2013 Gentlemen of the Road Stopover to be held on September 13 and 14, 2013; and

**WHEREAS**, this event will bring a significant number of tourists to the local area and showcase its rich history and natural beauty; and

**WHEREAS**, the City recognizes that collaborating in the planning of the event with other local entities, including local governments, agencies, organizations and businesses, is vital to the event’s success; and

**WHEREAS**, the County, through its Cultural Events Division, has experience in the organization and planning of notable concerts, festivals and other entertainment events which benefit local citizens and attract tourists to the local area; and

**WHEREAS**, both the County and the City mutually agree that, subject to the provisions, terms and conditions contained in the proposed Interlocal Agreement (attached hereto and incorporated herein), such experience is necessary to aid in planning for the “Mumford and Sons’ Gentlemen of the Road St. Augustine Stopover.”

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

**Section 1.** The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

**Section 2.** The Board of County Commissioners hereby approves the provisions, terms and conditions of the proposed Interlocal Agreement, and authorizes the County Administrator, or designee, to execute the said Agreement on behalf of the County.

**Section 3.** To the extent that there are typographical and/or administrative errors contained herein that do not change the tone, tenor or concept of this Resolutions, then such errors may be corrected and this Resolution revised without subsequent approval by the Board of County Commissioners.

**Section 4.** This Resolution shall be effective upon the date of execution.


**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida the 6 day of <sup>August</sup>~~July~~, 2013.

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

By:

  
\_\_\_\_\_  
Jay Morris, Chair

Attest:

  
\_\_\_\_\_  
Deputy Clerk



**INTERLOCAL AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY  
AND  
CITY OF ST. AUGUSTINE**

2013 AUG 15 04:10:23

*Res 2013-164*

**THIS INTERLOCAL AGREEMENT** (“Agreement”) dated this 8 day of August, 2013, by and between **St. Johns County, Florida** (the “County”), a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, Florida, 32084 and **City of St. Augustine, Florida** (the “City”), a municipal corporation of the State of Florida, with mailing address, P.O. Box 210, St. Augustine, Florida 32085-210.

**RECITALS**

**WHEREAS**, Mumford and Sons in an internationally acclaimed band that, in 2012, began hosting a global series of events in a limited number of small cities and towns around the world popularly known as its Gentlemen of the Road Stopovers Tour; and

**WHEREAS**, each “Gentlemen of the Road Stopover” is a complete event that brings a full lineup of bands from around the world and curates activities aimed at celebrating the local music, food and people of the city involved; and

**WHEREAS**, amongst hundreds of other cities, the City was selected as a 2013 Gentlemen of the Road Stopover to be held on September 13 and 14, 2013; and

**WHEREAS**, this event will bring a significant number of tourists to the local area and showcase its rich history and natural beauty; and

**WHEREAS**, the City recognizes that collaborating in the planning of the event with other local entities, including local governments, agencies, organizations and businesses, is vital to the event’s success; and

**WHEREAS**, the County, through its Cultural Events Division, has experience in the organization and planning of notable concerts, festivals and other entertainment events which benefit local citizens and attract tourists to the local area; and

**WHEREAS**, both the County and the City mutually agree that, subject to the terms, conditions, provisions and obligations described herein, such experience is necessary to aid in planning for the “Mumford and Sons’ Gentlemen of the Road St. Augustine Stopover.”

**NOW THEREFORE**, the County and the City (collectively the “Parties”) hereto for, and in consideration of, the mutual covenants and conditions hereinafter set forth, do hereby agree as follows:

**Section 1. Effect of Recitals.**

The Recitals expressed above are incorporated by reference into the body of this Agreement as a substantive part hereof, and such Recitals shall be adopted as findings of fact.

**Section 2. Purpose.**

The purpose of this Agreement is to outline the specific duties and obligations of the County and the City in the City's production of the Mumford and Sons Gentlemen of the Road St. Augustine Stopover ("Event"). While the parties mutually seek to collaborate efforts as described herein to work towards the Event's overall success, it is expressly understood that the County's role is that of an advisory nature for planning level decisions. It is further expressly understood by the Parties that ultimate decision-making authority as well as planning, production and operation of the Event rests solely with the City.

**Section 3. Duration.**

This Agreement shall commence on 8/8/13, 2013 ("Effective Date"), and shall continue through and until 11:59 p.m., Eastern Standard Time, on 9/26/13, 2013 ("Expiration Date"). This Agreement may be extended by mutual written agreement of the parties.

**Section 4. Duties and Obligations.**

**A. The County, through its Cultural Events Division, shall provide to the City the following Scope of Services:**

**I. Public/Community Relations and Communications Assistance**

- a. Advise the City in coordinating and providing Public/Community Relations and Public Outreach as specified in the City's Communications Plan.
- b. Advise the City in gathering and coordinating Event information to share with and disseminate to applicable state and local agencies; local neighborhood associations; nonprofits organizations; business associations; and volunteers.
- c. Advise the City in coordinating localized marketing and public relations efforts related to the Event.
- d. Advise the City in coordinating presentations providing Event details.

- e. Advise the City in coordinating the use of festival documentation; economic impact study tools; and Event programming and information guides.

**II. Administrative Consultation and Financial Management Assistance**

- a. Advise the City in identifying Event contractual needs and coordinating its contract review.
- b. Advise the City in Event budget review for needed goods/services.
- c. Upon request by the City, provide advice in vendor negotiations related to operation and production of Event activities.
- d. Advise and consult with the City regarding management of City supported ancillary activities and offsite operations; and advise regarding budgetary and revenue issues related to such activities and operations.

**III. Site Operations and Management Consultation**

- a. Advise the City in planning level decisions on satellite parking; shuttle busing; professional services; and ancillary activities associated with and/or sponsored by the City, including security, fencing, field operations, box office ticketing, traffic control and vendor services.
- b. Advise the City in planning level decisions on onsite and offsite operations including professional vendor services, staffing, catering, hospitality, equipment rental, lighting and audio.

**B. The City shall:**

- a. Promptly provide to the County all written plans related to production and operation of the Event.
- b. Coordinate with the County to share information necessary to perform the services described above.
- c. Promptly notify the County of any changes in Event venues.

**C.** As used in this section the term “onsite” means Frances Field, the Event main concert venue; and the term “offsite” means the Northeast Florida Regional Airport at St. Augustine, the Event satellite parking venue.

**Section 5. Compensation**

In exchange for the County's performance of the Scope of Services described herein, the City shall pay as compensation to the County fifty thousand dollars (\$50,000). Such payment shall be made in full upon execution of this Agreement.

**Section 6. Termination.**

This Agreement may be terminated upon either the County, or City providing at least thirty (30) days advance written official notice to the other party of such notice of termination. Such notification shall indicate that either the County or the City intends to terminate this Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified). In the event that City exercises its option to terminate this Agreement as provided herein, it is expressly understood by the Parties that the full Compensation amount provided in Section 5 of this Agreement shall be retained by the County.

**Section 7. Indemnification.**

a. General. To the extent permitted by law, the City shall indemnify, defend, and hold the County harmless from, and against, any and all claims and reasonable costs associated with the planning, production and operation of the Event.

b. Intellectual Property. To the extent permissible by law, the City shall indemnify, defend and hold the County, its officers and employees harmless against any claims, liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent, copyright, trademark or any actual or alleged unauthorized trade secret disclosure, arising from or related to the City's planning, production and operation of the Event. The County shall inform the City as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. The City shall have no liability if the alleged infringement or unauthorized disclosure is caused solely by the acts or omissions of the County in its performance under this Agreement.

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**Section 8. Notices.**

All official notices to the County shall be delivered either by hand (receipt of delivery required), reputable overnight courier or by certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

Michael D. Wanchick  
St. Johns County Administrator  
500 San Sebastian View  
St. Augustine, Florida 32084

With copies to:

Office of County Attorney  
Attn: Patrick F. McCormack, Esq.  
500 San Sebastian View  
St. Augustine, Florida 32084

Cultural Events Division  
Attn: Ryan Murphy  
1340 A1A South  
St. Augustine, Florida 32080

All official notices to the City shall be delivered either by hand (receipt of delivery required), reputable overnight courier or by certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

John P. Regan  
City Manager  
City of St. Augustine  
P.O. Box 210  
St. Augustine, Florida 32085-0210  
Telephone: 904.825.1006  
Email: jregan@citystaug.com

With copies to:

Mark Litzinger  
City Comptroller  
City of St. Augustine  
P.O. Box 210  
St. Augustine, Florida 32085-0210  
Telephone: 904.825.1030  
Email: mlitzinger@citystaug.com

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Ronald W. Brown  
City Attorney  
City of St. Augustine  
P.O. Box 210  
St. Augustine, Florida 32085-0210  
Telephone: 904.825.1052  
Email: rbrown@citystaug.com

**Section 9. Amendments to this Agreement.**

Both the County and City acknowledge that this Agreement constitutes the complete agreement and understanding of the parties.

Further, both the County and City acknowledge that any change, amendment, modification, revision, or extension of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County, and City.

**Section 10. Assignment.**

In light of the scope and rationale for this Agreement, City may not assign, transfer or sell any rights noted in this Agreement. Any attempts to assign, transfer or sell any rights noted in this Agreement by City, other than to any affiliate, subsidiary or parent company of City is strictly prohibited. Should City or any affiliate, subsidiary or parent company of City assign, transfer or sell any rights noted in this Agreement, such action or attempted action shall constitute cause for automatic termination of this Agreement with no further notice to City.

**Section 11. Access to Records.**

The 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 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 12. Use of County Logo.**

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

**Section 13. No Third Party Beneficiaries.**

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

**Section 14. Relationship of the County and the City.**

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 City.

**Section 15. Force Majeure.**

Neither the County nor the City 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 16. Effect of Failure to Insist on Strict Compliance with Conditions.**

The failure of either the County or the City 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 17. Severability.**

If any word, phrase, sentence, part, provision, section, subsection, article exhibit or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or otherwise invalid for any reason by a court of competent jurisdiction, then such word, phrase, sentence, part, provision, section, subsection, article exhibit or other portion of this Agreement, or proscribed application thereof, shall be severable and all applications thereof not having been declared void, unconstitutional or invalid shall remain in full force and effect.

**Section 18. Captions.**

The captions and headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of this Agreement.

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**Section 19. Authority to Execute.**

Each Party covenants to the other Party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the Party's authorized representative.

**Section 20. 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 set their hand and seals as of the 8  
day of August, 2013.

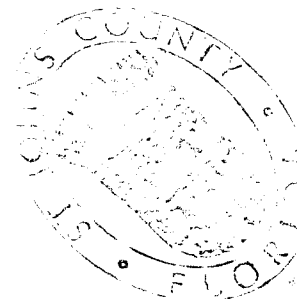
**ST. JOHNS COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By: [Signature]  
Michael D. Wanchick, County

Administrator

**ATTEST: CHERYL STRICKLAND, CLERK**

By: [Signature]



**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

[Signature]

Regina D. Ross  
Assistant County Attorney

**ATTEST:**

[Signature]  
Alison L. Ratkovic, City Clerk

(SEAL)

**CITY OF ST. AUGUSTINE, FLORIDA,  
a municipal corporation**

By: [Signature]  
John P. Regan, City Manager

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

[Signature]  
Ronald W. Brown, City Attorney

