

RESOLUTION NO. 2014 - 275

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING 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; AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE THE RENEWAL ON BEHALF OF THE COUNTY; 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 October 15, 2013 for the purpose of promoting economic development within St. Johns County (a copy of which is attached hereto and incorporated herein); and

**WHEREAS**, the contract provides the ability for a one-year extension of its term through September 30, 2015; and

**WHEREAS**, the Chamber has submitted a written request seeking a 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, 2015 will serve the interests of the County.

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

**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. Approval of Renewal.**

The Board of County Commissioners hereby approves extending the said Contract between St. Johns County, Florida and St. Johns County Chamber of Commerce for a one-year term to expire on September 30, 2015. The County Administrator, or his designee, is further authorized to execute the attached renewal with the Chamber of Commerce for purposes of promoting economic development within the County.

**SECTION 3. Correction of Errors.**

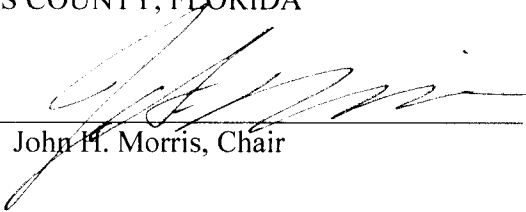
To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

**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 7<sup>th</sup> day of October 2014.

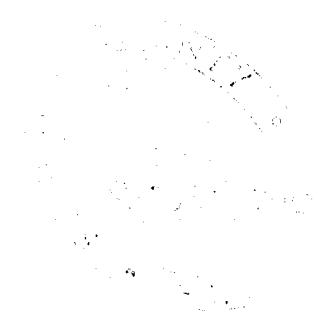
BOARD OF COUNTY COMMISSIONERS OF ST.  
JOHNS COUNTY, FLORIDA

By:   
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 10/10/14



**RENEWAL OF CONTRACT  
BETWEEN  
ST. JOHNS COUNTY  
AND  
ST. JOHNS COUNTY CHAMBER OF COMMERCE**

This contract renewal (Renewal) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the state of Florida (the County), and the **ST. JOHNS COUNTY CHAMBER OF COMMERCE**, a Florida corporation (the Chamber), whose address is 1 Riberia Street, St. Augustine, Florida 32084.

WHEREAS, the County and the Chamber entered into an agreement on the 17th day of October, 2013 (Original Contract), for the purpose of working cooperatively to develop and conduct business development and retention programs for the benefit of economic development within the County, its residents, and its businesses; and

WHEREAS, the Original Contract provided for a single one-year renewal upon mutual consent of the parties; and

WHEREAS, the Chamber timely submitted a written request for renewal of the Original Contract; and

WHEREAS, the County consents to the Chamber's request to renew the Original Contract for an additional one-year term.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the County and the Provider agree as follows:

1. The County and the Chamber agree to renew the Original Contract for a single one-year term (the Extended Contract Term).
2. The Extended Contract Term shall begin on October 1, 2014, and shall continue until 11:59 p.m. on September 30, 2015.
3. Severability. If any word, phrase, sentence, part, subsection, section or other portion of this Renewal, 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 Renewal, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.
4. Governing Law and Venue. This Renewal shall be construed according to the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
5. Effect of this Agreement. With the exception of the amendments and revisions noted in this Renewal, in all other respects, the Original Contract shall remain in full force and effect. All

amendments and revisions noted in this Renewal have been incorporated in to the Original Contract, and shall have full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement.

**COUNTY**

St. Johns County, a political subdivision  
of the state of Florida

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

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

**Attest: Cheryl Strickland, Clerk of Courts**

By: \_\_\_\_\_  
Deputy Clerk

Date of Execution \_\_\_\_\_

**CHAMBER**

St. Johns County Chamber of Commerce

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

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

**CONTRACT BETWEEN  
ST. JOHNS COUNTY, FLORIDA  
AND**

Res 2013-234

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

WHEREAS, the County and the Chamber have a strong history of working together to achieve beneficial outcomes related to job creation and commercial tax based enhancement through new business attraction and existing business expansion; and

WHEREAS, the County has created an Economic Development Office within County government dedicated to working in conjunction with local, regional, state and national organizations to enhance economic development opportunities for the County; and

WHEREAS, the Chamber has and will continue to provide a number of services to the business community in St. Johns County, such as seeking and securing business investment and growth in the County through the retention and expansion of existing businesses, attraction of new businesses, job creation, and development of destination retail, commercial, professional and industrial opportunities designed to attract financial investment and jobs; educational programs and networking programs for the business and workforce communities; providing an office location where businesses can come together or learn about the local business community; marketing and promotion of St. Johns County as a place to do business; and general community outreach; and

WHEREAS, the County desires to continue to contract with the Chamber for the purpose of working cooperatively to develop and conduct business development and retention programs for the benefit of economic development of the County and its residents and businesses (collectively, the "Services"); and

WHEREAS, the Chamber works cooperatively with the County through their activities with other economic development partners such as the St. Johns County Industrial Development Authority, Northeast Florida Regional Airport, City of St. Augustine, JAXUSA, Enterprise Florida and other recognized partners; and

WHEREAS, the Chamber represents and warrants that it has the necessary staff and experience to provide such services, and the Chamber has agreed to perform under the terms and conditions in this Contract; 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 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. Contract Term.

The term of this Contract shall begin on October 1, 2013 and continue through and until 11:59 p.m., on September 30, 2014 ("Initial Contract Term").

Section 7. Extension of Contract Term.

Either the County or the Chamber may request a one-year extension of the Term of this Contract by submitting a written request to the other party no later than June 1, 2014. Pursuant to such written request, the non-requesting party will approve the extension of the Contract Term prior to September 30, 2014. Such extended term shall begin on October 1, 2014 and continue through and until 11:59 p.m., on September 30, 2015 ("Extended Contract Term").

It is expressly noted that extension of the Contract Term shall be upon mutual consent of the parties hereto, and that neither the County nor the Chamber shall be obligated to extend the Contract Term.

Section 8. Amendment of Contract.

Both the County and the Chamber acknowledge that this Contract constitutes the complete agreement and understanding of both parties. Any modification, revision and/or amendment to this Contract 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 Contract 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 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. Notwithstanding any other provision contained herein, 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 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 and 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.

Cause for termination of this Contract may include, but is not limited to, one of the following conditions:

- a) Substandard performance in one or more evaluative areas, as noted in a Periodic Evaluation conducted by the County, or duly authorized agent or representative of the County; provided that the County issue notice to the Chamber of said substandard performance and allow an opportunity to cure/correct;
- 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.

The Chamber shall use all reasonable efforts to perform the services in cooperation with the County, and deliver the reports and other items, specified in the Scope of Services, Attachment "A", attached hereto and incorporated herein (collectively, the "Services").

The Chamber shall provide a quarterly written report to the County regarding the activities and Performance Measures associated with the Scope of Services. Such Performance Measures are described in Attachment "B" (Economic Development Performance Measures), which is attached hereto and herein. The County reserves the right to request additional information as needed relevant to the Scope of Services.

#### Section 12. Periodic Evaluations.

Annually, the County Administrator, or designee, shall evaluate the Chamber's performance under this Contract, specifically as it relates to the Scope of Services and compliance with the terms, provisions, conditions, and requirements/obligations contained in this Contract. Such evaluation may be provided to the Chamber through verbal or written means and shall describe: (1) the Chamber's compliance/non-compliance in completing the Scope of Services and performing under the terms and conditions of this Contract; (2) the Chamber's degree of effectiveness in 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 Annual Evaluation, the County Administrator, or designee, determines that the Chamber's performance under this Contract is substandard, incomplete or unacceptable or that the Chamber has failed to comply with one or more provisions of this Contract, then the County Administrator, or designee, shall provide written notice thereof to the Chamber. The County Administrator, or designee, shall further provide the Chamber a timeframe in which to cure/correct the substandard, incomplete or unacceptable performance, or any non-compliance with the provisions of this Contract.

In the event that the Chamber fails to cure/correct the substandard, incomplete, or unacceptable performance, or non-compliance with the provisions of this Contract within the timeframe provided by the County, then the County may exercise any of its administrative and/or legal options, including termination of this Contract as provided elsewhere herein.

### Section 13. Compensation and Reimbursable Expenses.

The maximum amount available as compensation and reimbursable expenses to the Chamber per Contract term is \$125,000 (one hundred twenty-five thousand dollars), or such amount as may be appropriated for performance of this Contract by the Board of County Commissioners in the applicable County Fiscal Year. Said amount shall be inclusive of any membership fees including, but not limited to, membership in JAXUSA Regional Economic Development Partnership, a division of JAX Chamber.

It is strictly understood by the parties hereto that the Chamber is not entitled to the above-noted amount of compensation and reimbursable expenses as a matter of right, except as the such compensation and reimbursable expenses are based upon the Chamber's satisfactory performance in accordance with the provisions of this Contract.

The Chamber hereby acknowledges that this contract provides a significant portion of the overall funding for the economic development efforts of the Chamber, as shown in the Annual Report submitted by the Chamber to the County. In consideration for this investment, the Chamber will recognize the County as an Elite Member in all electronic and print publications that list other Chamber Elite Tier Members. Further, in order to reflect the collaborative efforts of the County and the Chamber as it relates to economic development, the Chamber will provide the County with a complimentary table to all of the Quarterly Economic Development Council Breakfast meetings, as well as the Chamber's Annual Membership Breakfast and Annual Legislative Breakfast.

It is expressly noted that the County will compensate and reimburse the Chamber only from those tax revenue funds that are appropriated for performance of this Contract and available for use in accordance with application local, state and federal law.

### Section 14. Billing/Invoicing Schedule and Payment.

To the extent that (1) the Chamber is not in violation with any material aspect of this Contract; (2) its performance under this contract has not been deemed substandard as noted in a Periodic Evaluation; or (3) this Contract has not been terminated, then the Chamber may bill the County each Contract term as follows:

<u>Date</u>	<u>Amount</u>
January 1	\$20,000
March 15	\$26,250
May 15	\$26,250
July 15	\$26,250
September 15	\$26,250

Although 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 performed in connection with the Scope of Services and, in part, shall be based upon those Performance Measures contained in 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

With a copy to:

Director of Economic Development  
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 15. Insurance.

The Chamber shall secure and maintain for the duration of this Contract (including any Extended Contract Term), 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), as required by State law or County policy in no less than the minimum amounts required by the County. The Chamber shall name the County 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 16. Indemnification.

To the extent permitted by law, the Chamber shall indemnify, defend, and hold the County, its officials, agents, and employees harmless from and against all claims, losses, costs, suits, administrative actions, arbitration, or mediation originating from, or associated with, the Chamber's negligent or intentional acts or omissions in performing under this Contract.

To the extent permitted by law, the County shall indemnify, defend, and hold the Chamber, its officials, agents, and employees harmless from and against all claims, losses, costs, suits, administrative actions, arbitration, or mediation originating from, or associated with, the County's negligent or intentional acts or omissions in performing under this Contract.

This provision relating to Indemnification, is separate and apart from, and is in no way limited by, any insurance provided by the Chamber pursuant to this Contract or otherwise.

#### Section 17. Confidential Information and Public Records.

A. It is expressly understood that, from time to time, either the County or the Chamber, or both, are privy to certain confidential information, as defined by Florida law, regarding 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 may provide such information either to the County, or to the Chamber, or to both in conjunction with the above-referenced Scope of Services and the activities described herein. All such information shall be held in confidence as specifically requested by any third party, subject to applicable local, state and federal law. To the extent that the Chamber has information related to the Scope of Services and activities described herein that is not confidential as defined, then the Chamber will share such information with the County upon request.

B. It is further understood that the access to, disclosure, non-disclosure, cost of reproduction and 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 any other applicable local, 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.

C. In accordance with Florida law, to the extent that Chamber's performance under this Contract 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.

Failure by Chamber to grant such public access shall be grounds for immediate, unilateral 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 18. 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 19. 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 20. 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 21. 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 22. 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

With a copies to:

Director of Economic Development  
500 San Sebastian View  
St. Augustine, Florida 32084

County Attorney  
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 Iberia 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 23. 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 24. 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).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

COUNTY

By: [Signature]  
County Administrator  
Date: 10/17/13

CHAMBER

By: [Signature]  
Position: President  
Date: 10/22/13

Legal Review as to Sufficiency:

By: [Signature]  
Senior Assistant County Attorney  
Date: 10/17/13

WITNESS: [Signature]  
Print Name: ISABELLE RODRIGUEZ

WITNESS: [Signature]  
Print Name: CATHIE SHOCKLEY

ATTEST: Cheryl Strickland, Clerk

By: [Signature]  
Deputy Clerk



"Attachment A"  
Scope of Services

Under this contract, the Chamber and the County will work cooperatively to encourage capital investment and job growth within St. Johns County, from both the expansion of existing businesses and the recruitment of new businesses.

The Chamber shall also participate in conjunction with the County in the JAXUSA Regional Partnership for Economic Development and provide annual membership dollars for the program through this Contract.

The Chamber shall give priority to pursuing businesses that are identified as the County's target industries referenced within the County's Business Incentive Ordinance.

The Chamber shall work cooperatively with the County through their activities with other economic development partners such as the St. Johns County Industrial Development Authority, Northeast Florida Regional Airport, City of St. Augustine, JAXUSA and other recognized partners.

Performance shall be measured in activities performed and results that have occurred in the areas of:

- Business Retention/Expansion
- Business Recruitment
- Workforce Development
- Business Networking Activities
- Business Education/Training Programs
- General Community Outreach

The Chamber shall update the County quarterly on the activities and performance measures related to the Scope of Services. Those performance measures contained within Attachment "B" (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. The Chamber shall also make an annual presentation to the Board of County Commissioners highlighting their accomplishments contained within the Annual Report. The Chamber shall also make reasonable accommodations to provide any other pertinent information requested by the Board.

The Chamber shall use all reasonable efforts to perform the services in cooperation with the County, and deliver the reports and other items specified in the Scope of Services.

**Attachment "B"**  
**St. Johns County Quarterly Economic Development Performance Measures**

<b>PROSPECT ORIGIN</b>	Prior Prospects	New Prospects	Locate In SJC	Locate Elsewhere	Active Prospects	% Active Prospects
<i>St. Johns County</i>	0	0	0	0	0	%
<i>Northeast Florida</i>	0	0	0	0	0	%
<i>Florida</i>	0	0	0	0	0	%
<i>Southeast United States</i>	0	0	0	0	0	%
<i>National</i>	0	0	0	0	0	%
<i>International</i>	0	0	0	0	0	%
<i>Total</i>	0	0	0	0	0	%

<b>PROSPECT SOURCES</b>	Prior Prospects	New Prospects	Locate In SJC	Locate Elsewhere	Active Prospects	% Active Prospects
<i>Retention</i>	0	0	0	0	0	%
<i>Direct Contact</i>	0	0	0	0	0	%
<i>Member Referral</i>	0	0	0	0	0	%
<i>Broker</i>	0	0	0	0	0	%
<i>Developer</i>	0	0	0	0	0	%
<i>Consultant</i>	0	0	0	0	0	%
<i>Total</i>	0	0	0	0	0	%

<b>INDUSTRY TYPES</b>	Prior Prospects	New Prospects	Locate In SJC	Locate Elsewhere	Active Prospects	% Active Prospects
<i>Advanced Manufacturing</i>	0	0	0	0	0	%
<i>Aviation</i>	0	0	0	0	0	%
<i>Financial Services</i>	0	0	0	0	0	%
<i>Health &amp; Life Sciences</i>	0	0	0	0	0	%
<i>Information Technology</i>	0	0	0	0	0	%
<i>Logistics</i>	0	0	0	0	0	%
<i>Total</i>	0	0	0	0	0	%

<b>REAL ESTATE NEEDS</b>	Prior Prospects	New Prospects	Locate In SJC	Locate Elsewhere	Active Prospects	% Active Prospects
<i>Land (Acres)</i>	0	0	0	0	0	%
<i>Office - Professional</i>	0	0	0	0	0	%
<i>Medical</i>	0	0	0	0	0	%
<i>Industrial - Mfg.</i>	0	0	0	0	0	%
<i>Industrial - Warehouse</i>	0	0	0	0	0	%
<i>Retail</i>	0	0	0	0	0	%
<i>Other Building</i>	0	0	0	0	0	%
<i>Total</i>	0	0	0	0	0	%

<b>OCCUPANCY NEEDS</b>	Prior Prospects	New Prospects	Locate In SJC	Locate Elsewhere	Active Prospects	% Active Prospects
<i>Lease</i>	0	0	0	0	0	%
<i>Purchase</i>	0	0	0	0	0	%
<i>Build-to-Suit</i>	0	0	0	0	0	%
<i>Total</i>	0	0	0	0	0	%

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

<b>Primary Reason For Locating Business</b>	SJC	Elsewhere	Total
<i>Proximity to Market</i>	0	0	0
<i>Workforce Availability</i>	0	0	0
<i>Tax Structure</i>	0	0	0
<i>Economic Incentives</i>	0	0	0
<i>Building Availability</i>	0	0	0
<i>Occupancy Timing</i>	0	0	0
<i>Other</i>	0	0	0
<i>Total</i>	0	0	0

<b>ECONOMIC BENEFITS</b>	Prior Prospects	New Prospects	Locate In SJC	Locate Elsewhere	Active Prospects
<i>Job Creation</i>	0	0	0	0	0
<i>Average Wage (Hourly)</i>	0	0	0	0	0
<i>Tax Base (in Millions)</i>	0	0	0	0	0

<b>ANNUAL ECONOMIC ACTIVITY SUMMARY</b>	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	FY 2014
<i>Prior Prospects</i>	0	0	0	0	0
<i>New Prospects</i>	0	0	0	0	0
<i>Locate in SJC</i>	0	0	0	0	0
<i>Locate Elsewhere</i>	0	0	0	0	0
<i>Total Active Prospects</i>	0	0	0	0	0

Other activities performed and results that have occurred in the areas of:

<b>Business Retention/Expansion</b>	
<b>Workforce Development</b>	
<b>Business Networking Activities</b>	
<b>Business Education/ Training Programs</b>	
<b>General Community Outreach</b>	