

RESOLUTION NO. 2017 - 26

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, TO AUTHORIZING THE EXECUTION OF A SPONSORSHIP AGREEMENT WITH CANAN LAW SUBSTANTIALLY IN THE SAME FORM AND FORMAT AS ATTACHED AND TO RECOGNIZE AND APPROPRIATE BOTH THE ASSOCIATED SPONSORSHIP AND OPERATING REVENUE WITHIN THE FY 2017 CULTURAL EVENTS FUND.

WHEREAS, St. Johns County did not anticipate entering into a sponsorship agreement with Canan Law when preparing the Fiscal Year 2017 St. Johns County Annual Budget; and

WHEREAS, St. Johns County will receive \$60,000 to construct a pre-entry deck by entering in a sponsorship agreement with Canan Law; and

WHEREAS, it is projected that the pre-entry deck, as a stand-alone operation, will result in a net positive position over the course of its estimated 15-year asset life with a net \$23,625 position in year one.

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

1. The above recitals are hereby adopted as legislative findings of fact and incorporated herein.
2. The Board of County Commissioners authorizes the County Administrator or his designee to execute a sponsorship agreement with Canan Law substantially in the same form and format as attached and to recognize and appropriate \$83,625 within the FY 2017 Cultural Events Fund.
3. To the extent there are typographical errors that do not substantively change the tone, tenor, or concept of this resolution, this resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 17th day of January 2017.

ST. JOHNS COUNTY, FLORIDA

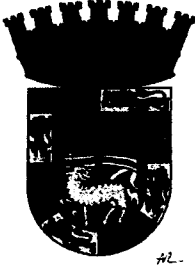

James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk


Pam Halteim

Deputy Clerk

RENDITION DATE 1/20/17



SPONSORSHIP AGREEMENT (St. Augustine Amphitheatre)

THIS SPONSORSHIP AGREEMENT (Agreement) is entered into as of the _____ day of _____, 2017, between St. Johns County (the County), a political subdivision of the State of Florida, with administrative offices at 500 San Sebastian View, St. Augustine, Florida 32084, and Canan Law (Sponsor), a corporate entity authorized to conduct business in the State of Florida, with principal offices at 1030 N. Ponce de Leon Blvd., St. Augustine, Florida 32084. The following recitals form the basis of this Agreement and are made a material part hereof.

RECITALS

WHEREAS, the County owns and operates the St. Augustine Amphitheatre (as defined below), a venue for concerts and other arts, cultural and entertainment events; and

WHEREAS, Sponsor is a St. Augustine-based law firm, which as of the date of this Agreement specializes in providing a wide variety of legal services to the local community; and

WHEREAS, in exchange for compensation, Sponsor desires from the County certain non-exclusive promotional, advertising and identification rights, as well as other ancillary benefits, for the limited purpose of leveraging its sponsorship position at the St. Augustine Amphitheatre, at all times subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the County has established a schedule of promotional, advertising and identification rights and benefits for certain items located within, and associated with, the St. Augustine Amphitheatre, attached hereto as Exhibit A ("Amphitheatre Sponsorship Inventory"), and incorporated herein; and

WHEREAS, the County has determined that entering into this Agreement concerning promotional, advertising and identification rights at, and associated, with the St. Augustine Amphitheatre is proper and serves the interests of the citizens and visitors of St. Johns County.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and considerations contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and Sponsor hereby agree as follows:

AGREEMENT

Section 1. Definitions.

a. "Amphitheatre" means the open air facility currently known as the St. Augustine Amphitheatre, located at 1340 A1A South St. Augustine, Florida 32080, including those areas immediately surrounding the Amphitheatre that are owned by or under the control of the County, but specifically excludes *{insert description of State owned property}*.

b. "Amphitheatre Event" means a musical concert, cultural activity, exhibition or theater event, convention, trade show, charitable event, political event, community gathering, or any other event which takes place at the Amphitheatre and which is open to the public.

c. "Amphitheatre Graphic Logo" means the Amphitheatre Mark incorporating the Amphitheatre Mark and an artist's graphic design, which is to be created as provided herein.

d. "Amphitheatre Mark" means the distinctive name, symbols, motto and design that identifies the Amphitheatre, its products and services.

e. "Amphitheatre Sponsorship Inventory" means the schedule of licensed promotional, advertising and identifying uses of certain items located at, or associated with, the Amphitheatre, intended solely to publicize the name, identity, business and/or services of the Sponsor. "Sponsorship Fees" has the meaning set forth in Section 3 hereof.

f. "Effective Date" means the date on which this Agreement is executed by both parties.

g. "Expiration Date" means March 31, 2020.

h. "Term" means the period from the Effective Date through and including the Expiration Date.

Section 2. Grant of Rights.

a. Licensing.

1. During the Term of this Agreement, the Sponsor hereby licenses the County the limited, non-exclusive right to use Sponsor's marks and logos ("Marks"), on a royalty-free basis, at the Amphitheatre, and in promotions, advertising and website identification associated with the Amphitheatre.
2. Sponsor further grants the County the limited, non-exclusive right and license to have the Sponsor's Marks prominently displayed on the items detailed in the Amphitheatre Sponsorship Inventory.
3. The County and the Sponsor hereby acknowledge the substantial value of the goodwill associated with the other's intellectual property. The County and the Sponsor each acknowledge that the other has an interest in maintaining and protecting the image and reputation of its respective intellectual property in a manner consistent with the standards and policies established by each.
4. The limited, non-exclusive license and all rights and duties described herein are specific to the County and shall not be assigned, mortgaged, sublicensed, transferred or otherwise encumbered by the County.
5. All rights and privileges granted to the County by the Sponsor by this limited, non-exclusive license shall commence on the Effective Date and shall terminate on the Expiration Date. Upon expiration of this Agreement, the County shall cease to use Sponsor's Marks or otherwise refer to

Sponsor in any manner that could imply that the sponsorship provided under this Agreement is still in effect.

.b. Use of the County Logo and/or Seal.

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

Section 3. Non-exclusive Sponsorship.

a. Fees. In consideration of the rights and benefits provided pursuant to this Agreement, Sponsor agrees to pay to the County a fee in the amount of sixty thousand dollars (\$60,000) for the purposes of advertising and leveraging its sponsorship position at the St. Augustine Amphitheatre. Payment of the Sponsorship Fee shall be made as follows:

1. Sponsor shall pay twenty thousand dollars (\$20,000) as a Sponsorship Fee for 2017 upon execution of this Agreement.
2. Sponsorship fees for 2018 and 2019 shall be paid quarterly in the amount of five thousand dollars (\$5,000) per quarter

b. Sponsorship fees shall be contributed to the County's construction and maintenance of a new Front Deck to be used as a hosting area prior to and/or after scheduled Amphitheatre Events. The Front Deck may be made available to Sponsor as a hosting area prior to and/or after scheduled Amphitheatre Events, subject to written approval by the County. Such approval is required for each instance of use.

c. Advertising/Sponsorships. In exchange for the Sponsorship Fees described herein, Sponsor shall be entitled to the following advertising and sponsorship benefits:

1. Website Identification. The County will display Sponsor's Mark on the Amphitheatre's Website. Sponsor's Mark will be displayed on page 1 of the website. The display will also include an external link to Sponsor's website: www.CananLaw.com.
2. Front Deck. The County will prominently display Sponsor's Mark on, or at, the Front Deck during scheduled Amphitheatre Events. Sponsor shall receive recognition as the Premier Sponsor for all Front Deck events and activities. Sponsor's name shall be placed on all Front Deck wristbands.
3. Pre-Event Announcements. Prior to Amphitheatre Events and during intermissions, the County will make amplified announcements, advertising the Sponsor's services, programs, and initiatives; and aimed at leveraging its sponsorship position at the St. Augustine Amphitheatre. The length and contents of such announcements shall be mutually agreed upon by the parties prior to being made.

4. Amphitheatre Event Promotions (Tickets and Parking). Sponsor shall receive four (4) AmpChoice memberships and four (4) tickets to every concert event (excluding festivals, rentals, and "no comp" shows).
5. Ticket Advertising. Subject to space availability and third party vendor approval, Sponsor's Marks may be prominently displayed on admission tickets to scheduled Amphitheatre Events.
6. Electronic Signboard Display. The County, along with Sponsor, will create a mutually approved message announcing the sponsorship. Said message will be displayed on the Amphitheatre electronic board intermittently during scheduled Amphitheatre Events.

d. The County shall not authorize any competitor of Sponsor's as a Front Deck sponsor or exhibitor during the term of this Agreement.

Section 4. Termination.

a. This Agreement may be terminated without cause upon either the County, or Sponsor providing at least thirty (30) days prior written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the County or Sponsor intends to terminate this Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified).

b. This Agreement may be terminated with cause, upon either the County, or Sponsor 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.

c. Consistent with other provisions of this Agreement, Sponsor may be entitled to a refund of any unused portion of the Sponsorship Fee on a pro rata basis.

Section 5. Indemnification.

a. Sponsor shall indemnify, defend, and hold the County, its officers and employees harmless from 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, connected with, or associated with, or growing out of (directly and/or indirectly), Sponsor's acts or omissions in performance of this Agreement.

b. To the extent permissible by law, the County shall indemnify and hold harmless Sponsor from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the County, its officers and employees.

c. Nothing contained in this Agreement shall be construed as consent by the County to be sued, or as a waiver or modification of the County's sovereign immunity as provided in section 768.28 of the Florida Statutes.

d. The County and Sponsor hereby agree that this provision relating to indemnification shall survive termination of this Agreement, and/or expiration of the Term.

Section 6. Notices.

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 copy to:

St. Johns County Board of County Commissioners
Attn: Board Chair
500 San Sebastian View
St. Augustine, Florida 32084

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

{insert Sponsor contact information}

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

Section 7. Miscellaneous Provisions.

a. This Agreement supersedes any prior oral or written understanding between the parties, and shall not be amended or modified in any manner except by written instrument properly executed by each party.

b. This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.

c. Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of any acts of God, force majeure, unforeseen event, circumstances, or conditions, governmentally-imposed moratorium, law or regulation or any other matter beyond the reasonable control of that party, and that party shall be relieved from liability for its failure to perform until the cessation of such condition, event, or moratorium.

d. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof.

e. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.

f. 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 Sponsor.

g. Both the County and Sponsor 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.

h. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement.

i. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement.

j. The headings of any sections or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning of this Agreement.

k. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. A complete, executed copy of this Agreement shall be enforceable as an original.

l. The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

m. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY

SPONSOR

Signature

Signature

Print name and title

Print name and title

ATTEST

Deputy Clerk

Exhibit A

Amphitheatre Sponsorship Inventory

{insert items/locations where the Sponsor's mark will be displayed}