

RESOLUTION NO. 2022 - 351

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A CONTRACT BETWEEN ST. JOHNS COUNTY 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 CONTRACT 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) and the St. Johns County Chamber of Commerce (Chamber) have a strong history of working together to achieve beneficial outcomes related to job creation and commercial tax base enhancement through new business development and existing business expansion; and

**WHEREAS**, the County desires to enter into a contract with the Chamber for the purpose of promoting economic development within St. Johns County (a copy of which is attached hereto and incorporated herein); and

**WHEREAS**, the Chamber has requested to continue to work with the County through a contract; and

**WHEREAS**, the County has determined that approving a contract for a one-year term to expire on September 30, 2023, with up to four one-year renewals 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. Authority to Execute.**

The Board of County Commissioners authorizes the County Administrator, or his designee, to execute a contract with the Chamber of Commerce substantially in the same form as attached hereto 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, 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 County Commissioners of St. Johns County, Florida this 20<sup>th</sup> day of September, 2022.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By:   
Henry Dean, Chair

**Rendition Date** 9/22/22

ATTEST: BRANDON J. PATTY,  
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By:   
Deputy Clerk



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

**THIS CONTRACT** is entered into between St. Johns County (the County), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and the St. Johns County Chamber of Commerce (the Chamber), a corporation organized and existing under the laws of the State of Florida, whose address is 100 Southpark Blvd., Suite 405, St. Augustine, FL 32086.

**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 development 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 provides a number of value-added services to the business community in St. Johns County to support business retention/expansion, business recruitment, workforce development, business networking activities, business education/training programs, entrepreneurship, and general community outreach; and

**WHEREAS**, the County desires to continue to contract with the Chamber for the purpose of working 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 for the benefit of economic development of the County and its residents and businesses (collectively, "the Services"); and

**WHEREAS**, the scope of this contract will align the specific tasks the County requests be performed by the Chamber with the Chamber's stated economic development focus on business retention and expansion, workforce development, entrepreneurship and community outreach; 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, CareerSource Northeast Florida, St. Johns County School District, First Coast Technical College, and other recognized educational and resource 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.

**NOW, THEREFORE**, the County and the Chamber, in consideration of the provisions set forth below, the sufficiency of which is mutually acknowledged, agree as follows:

**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 part of this Contract, or any application thereof to any person or circumstance, is declared void, unconstitutional, or invalid for any reason, then such part, or the proscribed application thereof, shall be severable, and the remainder 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, 2022 and shall terminate on September 30, 2023.

**Section 7. Extension of Contract Term.**

Either the County or the Chamber may request up to four one-year extensions of this Contract by submitting a written request to the other party no later than June 1 of the last year of the Contract Term or of any Extension Term. Pursuant to such written request, the non-requesting party will approve or deny the extension of the Contract Term prior to September 30 of the year the extension request is made. Such extended term shall begin on October 1 and continue through September 30 (Extension Term). This Contract may be extended a maximum of four (4) times pursuant to this section.

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. Independent Contractor Relationship.**

The Chamber shall be an independent contractor with respect to its performance of the Services provided under this Contract and not an employee, agent, or official of the County. As such, neither the Chamber nor its employees, agents, officials, or subcontractors are eligible for any benefits afforded County employees or officials. The Chamber shall exercise control and discretion over the means and manner in which it performs the work that is set forth in this Contract. Except as specifically provided in this Contract, the Chamber is not authorized to act on behalf of the County or to bind the County in any manner whatsoever to any promise, agreement, or representation. The County is not authorized to act on behalf of the Chamber or to bind the Chamber in any manner whatsoever to any promise, agreement, or representation.

**Section 9. 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, or amendment to this Contract shall be in writing and executed by duly authorized representatives of both the County and the Chamber.

**Section 10. Assignment of Contract.**

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

**Section 11. 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 within ninety (90) days of the date of notification or as of the date provided in the notification, whichever is later. Consistent with other provisions of this Contract, the Chamber shall be compensated for any services and expenses that are both authorized under this Contract and that are performed or accrue up to the termination date 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 expenses noted in this Contract;
- f) An exhaustion of funds for the services and expenses noted in this Contract without approval of a subsequent increase in the amount of funds budgeted for services and expenses noted in this Contract; or
- g) A subsequent change to State law that would prohibit the County and the Chamber from entering into or continuing this Contract.

**Section 12. Scope of Services.**

The Chamber shall use all reasonable efforts to perform the services in cooperation with the County's Office of Economic Development, 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 associated with the Scope of Services. The quarterly reports shall be provided to the County's Economic Development Office within thirty (30) days of the following dates:

First Quarter Report:	January 1
Second Quarter Report:	April 1
Third Quarter Report:	July 1
Fourth Quarter Report:	October 1

The County reserves the right to request additional information relevant to the Scope of Services as needed.

The Chamber shall submit an Annual Report to the Board of County Commissioners through the County's Economic Development Office within sixty (60) days of the end of the Contract Term or any Extension Term for submission by the County to the Florida Office of Economic and Demographic Research in compliance with Section 125.045, Florida Statutes. The Annual Report shall detail how County funds were spent by the Chamber during the previous year and the results of the Chamber's economic development efforts.

### **Section 13. 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 of this Contract. Such evaluation shall be provided to the Chamber through verbal or written means and shall describe the Chamber's compliance/non-compliance and degree of effectiveness in completing the Scope of Services and performing under the terms and conditions of this Contract.

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 or 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 or correct the substandard, incomplete, or unacceptable performance, or non-compliance with the provisions of this Contract within the timeframe provided by the County, the County may exercise any of its administrative or legal options, including termination of this Contract as provided herein.

### **Section 14. Compensation.**

The maximum amount available as compensation to the Chamber per Contract term is \$120,000.00 (one hundred twenty thousand dollars and zero cents), or such amount as may be appropriated for performance of this Contract by the Board of County Commissioners in the applicable County Fiscal Year. The Chamber shall also participate in conjunction with the County in the JAXUSA Regional Partnership for Economic Development as provided for in the County's contract with JAXUSA.

It is strictly understood by the parties that the Chamber is not entitled to the above-noted amount of compensation as a matter of right. Rather, compensation is based upon the Chamber's satisfactory performance of the Services in accordance with the provisions of this Contract. If the Chamber is not in compliance with any provision of this Contract, and upon written notice to the Chamber of such noncompliance, the County may withhold payment of compensation until the Chamber comes into compliance with this Contract.

The Chamber 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 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. Pursuant to the provisions of Section 129.07, Florida Statutes, the

maximum payment that the County is obligated to make under this Contract from the budget of any fiscal year shall not exceed the amount appropriated for that purpose during that fiscal year. Nothing in this Contract shall create any obligation on the part of the Board of County Commissioners to appropriate funds for the Services during any given fiscal year.

**Section 15. Billing/Invoicing Schedule and Payment.**

To the extent that (1) the Chamber is not in violation of 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	\$30,000
April 1	\$30,000
July 1	\$30,000
September 1	\$30,000

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. 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 for the County to receive a verified bill/invoice.

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

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

With a copy to:

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

The County's Deputy County Administrator shall certify that the Chamber is in compliance with the terms of this Contract prior to any bill/invoice being processed for payment by the County. Upon receipt of the Chamber's bill/invoice and certification by the Deputy County Administrator, the County shall process the bill/invoice and forward payment to the Chamber within thirty (30) days of certification.

**Section 16. Insurance.**

The Chamber shall secure and maintain for the duration of this Contract (including any Extension 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. 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.**

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 performance 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 18. Confidential Information and Public Records.**

**A.** It is expressly understood that, from time to time, either party may be privy to certain confidential information, as defined by Florida law, regarding expansion of existing businesses; relocation of new businesses; hiring/increasing/adding personnel/employees to new or existing businesses located within the County; or development of retail, industrial, professional or manufacturing opportunities designed to attract financial investment or jobs. Third parties may provide such information either to the County, or to the Chamber, or to both parties in conjunction with the 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 promptly provide such information to 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 may 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 the Chamber's performance under this Contract constitutes an act on behalf of the County, the Chamber shall comply with all requirements of Florida's public records law. Specifically, if the Chamber is expressly authorized, and acts on behalf of the County under this Agreement, the Chamber shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Chamber does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Chamber or keep and maintain public records required by the County to perform the Services.

If the Chamber transfers all public records to the County upon completion of this Agreement, the Chamber shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Chamber keeps and maintains public records upon completion of this Agreement, the Chamber shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by Chamber to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CHAMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
[publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

**D.** This section shall not be interpreted to subject the Chamber to the requirements of Florida's Public Records Law if such requirements would not otherwise apply to the Chamber under Florida law.

**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, or policy, the Chamber authorizes the County to examine, review, inspect, and audit the books and records of the Chamber in order to determine whether compliance has been achieved with respect to the terms of this Contract. It is specifically noted that the Chamber is under no duty to provide access to documentation that is not related to this Contract or that 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 or violation of the terms of this Contract shall not be construed as a waiver of such 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

With a copy to:

Economic Development Office  
500 San Sebastian View  
St. Augustine, Florida 32084 and

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  
100 Southpark Blvd., Suite 405  
St. Augustine, Florida 32086

With a copy to:

Director, Economic Development  
100 Southpark Blvd., Suite 405  
St. Augustine, Florida 32086

An Official Notice is any notice provided pursuant to Section 7, 11, 13, or 21 of this Contract. 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 or e-mailing.

**Section 24. Authority to Execute.**

Each party 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 10 (Assignment of Contract); d) Section 15 (Billing/Invoicing Schedule and Payment); e) Section 17 (Indemnification); f) Section 18 (Confidential Information and Public Records); g) Section 19 (Review of Records); and h) Section 23 (Notices).

{The remainder of this page has been intentionally left blank. Signatures to follow.}

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

**COUNTY**

By: \_\_\_\_\_  
Hunter S. Conrad, County Administrator  
Date: \_\_\_\_\_

**CHAMBER**

By: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

Legal Review as to Sufficiency:

By: \_\_\_\_\_  
County Attorney Office  
Date: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
Print Name: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

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

## **Attachment A Scope of Services**

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

More specifically, the scope of this contract will align the specific tasks the County requests to be performed by the Chamber with the Chamber's stated economic development focus on business retention and expansion, workforce development, and entrepreneurship.

The Chamber shall also participate in conjunction with the County in the JAXUSA Regional Partnership for Economic Development as provided for in the County's contract with JAXUSA.

The Chamber shall give priority to assisting 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 to assist with the County's economic development activities and with the activities of the County's other economic development partners such as the St. Johns County Industrial Development Authority, Northeast Florida Regional Airport, City of St. Augustine, JAXUSA, CareerSource Northeast Florida, St. Johns County School District, First Coast Technical College, and other recognized educational and resource partners.

The County will be the lead on all economic development marketing for the contracted initiatives, however, the County may request marketing assistance from the Chamber as needed. All marketing completed as part of this contract shall utilize the approved County brand for economic development.

While it is acknowledged that the Chamber provides value-added services in a variety of areas that benefit businesses, performance for this contract shall be measured in activities performed and results that have occurred in the areas of:

- Business Retention/Expansion
- Workforce Development/Business Education Training Programs
- General Community Outreach
- Entrepreneurship Support
- General Economic Development Program Administrative Support

Specific tasks associated with these program areas shall include:

**Task 1: Business Retention and Expansion - \$20,000**

- In coordination with County Economic Development staff, schedule CareerSource industry visits as well as visits for other relevant businesses. County Economic Development staff shall be informed of and invited to all visits. The minimum number of visits conducted per quarter and annually will be determined by CareerSource. The Chamber shall submit a site visit report from each CareerSource industry visit to the County Economic Development staff within five business days of each visit.
- Following the County's fiscal year calendar, the Chamber shall develop and conduct an annual survey of at least 200 existing businesses to determine current growth factors, identify current challenges and limitations for business development in the community, identify workforce needs, identify local recruitment gaps, and promote resource opportunities. The County and the Chamber will jointly develop the survey questions and identify a list of businesses, including a cross representation of businesses with a focus on targeted industries. Surveyed businesses shall include at least 25% of non-Chamber members. Raw survey data shall be provided to County Economic Development staff as part of the required quarterly and annual reports.

**Task 2: Workforce Development/Business Education Training Programs - \$40,000**

- Conduct an inventory of existing programs and curriculums providing training/education at all levels in the region and identify gaps based on current and future projected demand. Raw inventory data shall be provided to County Economic Development staff within 10 business days of completion of the inventory period. Inventory and gap analysis results will be presented as part of the required quarterly and annual reports.
- In partnership with the SJC school district and First Coast Technical College, support their Early Workforce Development Initiative to promote and increase opportunities for high school students looking to enter the local workforce. This includes working with industry leaders to highlight the opportunities and career pathways that exist within our region and specific certifications that are required for advancement. This also includes the development of additional initiatives determined through the inventory of existing programs and curriculums and gaps that were identified in such research. Progress updates on this task shall be included in the quarterly reports that accompany invoices.
- Work with SJC school district, First Coast Technical College, St. Johns River State College, and other post-secondary institutions, and regional businesses and industries to promote dual enrollment and adult student opportunities that would lead to industry certifications, internship/externships as well as to provide new apprenticeship, internship, and job shadow opportunities to highlight the diversity of employment that exists within the County. This will include the support of initiatives such as career fairs, field trips, summer or weekend camps, career exploration, financial literacy, and scholarships, to help expose students to targeted industries. Results of these efforts will be described in the required annual report.

**Task 3: General Community Outreach - \$15,000**

- Coordinate roundtable meetings at least three times a year among targeted industry businesses, career, and educational partners, and other relevant resource agencies with areas of focus specific to the needs

of St. Johns County businesses to facilitate partnerships, interlocal commerce, and other collaborative efforts. These meetings shall be coordinated with the County Economic Development staff. Minutes from the meeting along with a report of suggested action items resulting from the discussion shall be submitted to the County Economic Development staff within 30 days following the meetings.

#### **Task 4: Entrepreneurship Support - \$15,000**

- Develop and implement a Local Business Development Program to encourage entrepreneurs to establish unique local businesses. The program will focus on the following.
  1. The program should focus on providing distinctive shopping and dining experiences for residents and visitors. While this program should be implemented throughout St. Johns County, there should be a specific focus to include the St. Augustine historic district and St. Augustine Beach.
  2. The program should also have a secondary focus on providing a program to encourage entrepreneurs to establish unique local businesses, preferably in targeted industries, throughout St. Johns County.

#### **Task 5: General Economic Development Program Administrative Support - \$30,000**

- Support County Economic Development staff with needs associated with business prospect meetings and other relevant projects as needed. Submit meeting notes from the meetings to County Economic Development staff within five business days of each meeting.
- Serve as the ESF 18 Business and Industry lead for Emergency Response and Disaster Recovery in coordination with the County's Emergency Management and Economic Development Departments. In an effort to share resources, St. Johns County's Emergency Management and Economic Development Departments will extend an invitation to the Chamber to attend regular emergency management training provided to the County's staff, such as but not limited to active shooter training and emergency management training relevant to the scope of ESF18.
- The Chamber shall submit an Annual Report to the Board of County Commissioners through the County's Economic Development Office within 60 days of the end of the County Fiscal year for submission by the County to the Florida Office of Economic and Demographic Research in compliance with Section 125.045, Florida Statutes as provided in Section 12 of this Contract. The Annual Report shall detail how County funds were spent by the Chamber during the previous year and the results of the Chamber's economic development efforts.
- If requested, the Chamber shall make an annual presentation to the Board of County Commissioners highlighting their accomplishments contained within the Annual Report.
- The Chamber shall provide any other pertinent information requested by the County in a timely manner, as described above.

The Chamber shall submit quarterly reports that provide information on progress for each task as provided in Section 12 of this Contract to support quarterly invoices.