

**MARKETING, RESEARCH, AND ADMINISTRATIVE  
SERVICES AGREEMENT**

THIS AGREEMENT entered into this 1st day of October, 2008, by and between the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "BOCC"), Post Office Box 1010, Fernandina Beach, Florida, 32035-0456, and the AMELIA ISLAND TOURIST DEVELOPMENT COUNCIL, (hereinafter referred to as "TDC"), and the AMELIA ISLAND CONVENTION AND VISITORS BUREAU INC., (hereinafter referred to as "CVB"), 102 Centre Street, Fernandina Beach, Florida 32034.

**WITNESSETH**

**WHEREAS**, pursuant to the Local Option Tourist Development Act, Nassau County has by Ordinance No. 88-31, as amended by Ordinance No. 89-8, established the Amelia Island Tourist Development Council, has levied and imposed a two percent (2%) tourist development tax, and has established a tourist development plan for the use of funds derived from such tax; and

**WHEREAS**, the TDC is an advisory Board to the Board of County Commissioners; and

**WHEREAS**, the TDC wishes to utilize the CVB to conduct direct marketing programs to promote Amelia Island as an ideal business, convention, and vacation travel destination to travel intermediaries, meeting planners, and consumers.

NOW, **THEREFORE AND IN CONSIDERATION** of the above and the mutual covenants contained herein, the parties agree as follows:

1. **APPOINTMENT AND AUTHORIZATION OF THE CONTRACTOR.** The CVB is hereby retained and appointed by the BOCC to represent the TDC in carrying out its research, marketing, and administrative services programs. The CVB is authorized, with the consent of the TDC, to seek appropriate contracts for presentation to BOCC for its approval, with third parties to carry out the purpose of this Agreement. The CVB shall use its best efforts to prevent any loss to the BOCC and TDC from the failure of proper performance by any third party, and third parties shall always be advised by the CVB that payment for goods and services will be made only upon compliance with performance requirements and pursuant to the financial operating procedures of Nassau County and the Florida Statutes.

2. **CVB SERVICES.** The CVB agrees that it shall act as the TDC's research, marketing, and administrative services representative and perform all necessary services and responsibilities associated with these functions, to the extent required to meet the BOCC's and TDC's needs, including but not limited to:

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| A. Advertising agency supervision  | I. Inbound site inspections  |
| B. Administrative services   | J. Meeting and convention services                                 |
| C. Administration of TDC meetings and affiliated research services   | K. Group leisure tour package development                          |
| D. Market planning   | L. Service and assist trade and consumer reports                   |
| E. Production of collateral material   | M. Visitor services  |
| F. Promotion of the travel trades, to include sales missions, sales calls, destination seminars, and attendance at trade shows | N. Local, state, regional, and national tourism industry relations |
| G. Direct Mail programs  | O. Industry and resident educational seminars and programs         |
| H. Inbound trade familiarization tours   | P. Evaluation measures for program effectiveness                   |

3. **COLLATERAL MATERIAL.** Collateral material will provide necessary support to the marketing and travel trade services programs. Costs associated with the designated production of collateral material will be the responsibility of the TDC.

4. **AGENCY SUPERVISION.** In the performance of advertising, public relations, interactive, special events, or other contracted agency services, the President of the CVB shall be the principal contract person responsible for performance.

5. **EFFECTIVENESS.** The TDC shall develop and recommend to the Board of County Commissioners measures which will evaluate the effectiveness of the marketing, research, and administrative services program of the CVB. The Board of County Commissioners may, based, upon the recommendations set forth, adopt measures that shall be attached as an addendum and shall be binding on the parties.

6. **PROGRESS REPORTS.** The CVB shall provide periodic progress reports in a format acceptable to the TDC and BOCC on a monthly basis to the TDC and the Board of County Commissioners and a final report at the end of each fiscal year. These progress reports shall compare actual accomplishments and results with goals and objectives established at the beginning of the year. The BOCC will be entitled at all times to be advised, at its request, as to the status of work being done by the CVB and of the details thereof.

7. **CVB COMPENSATION.**

(a) Upon satisfactory performance of the services contemplated herein, the BOCC, upon recommendation of the TDC, agrees to pay, from the proceeds of the local option Tourist Development Tax, the CVB in accordance with the financial operating procedures of Nassau County and the Florida Statutes, as full and complete consideration for all of the CVB's undertakings, tasks, duties, promises, and covenants which are the subject of this Agreement, a total fee calculated as follows:

+	Tourist Development Tax Collected by Board, received from Tax Collector
-	Clerk's Fee (1.5%)
-	<u>Tax Collector's Fee (1.5%)</u>
=	Net Tourist Tax
X	15%
=	Management and Administration Research Allocation
+	TDC-Mandated Reimbursements for Excess Charges (ex: postage, recommended research, toll-free telephone numbers, etc.)
=	CVB Fee

for the Agreement term ending September 30, 2013. To the extent practicable, the CVB shall be compensated on a monthly basis during the term of this Agreement.

(b) Professional fees shall be paid by Nassau County to the CVB and transmitted by U.S. Mail to the CVB. The BOCC shall not be liable for loss or delay of program which was not caused by the BOCC's negligence.

(c) The allocation of administrative and research funds will be in accordance with the

budget of the current fiscal year.

8. **SUBCONTRACTING.** The CVB shall maintain an adequate and competent professional staff and may associate with necessary specialists for the purpose of its services hereunder without additional cost to the BOCC. Should the CVB desire to utilize specialists, the CVB is fully responsible for satisfactory completion of all subcontract work and payment of said work. Upon recommendation of the TDC and prior approval of the BOCC, the BOCC will compensate such specialists from the proceeds of the local option Tourist Development Tax.

9. **PROPERTY RIGHTS.** Exclusive Property of the BOCC. All intangible property, including slogans, ideas, or plans submitted or developed by the CVB for the BOCC during the term hereof, whether or not used; and any and all materials and other tangible property which the CVB prepared for the BOCC or acquired for its account during the term hereof; all pursuant to the direct marketing and convention services programs for the TDC, shall be the property of the BOCC, provided that the BOCC has paid the invoices for professional fees rendered therefor, if any. Any of this property may be copyrighted, patented, or otherwise restricted by the BOCC pursuant to Florida, United States and foreign laws. Neither the CVB nor any approved subcontractor shall have any proprietary interest in the products and materials developed under this Agreement. There shall be no additional compensation for the rights and property granted under this paragraph. The BOCC reserves the right of final approval of the disposition of said property.

10. **INDEMNIFICATION.** Claims, Liabilities, or Damages. CVB shall indemnify and hold the BOCC harmless from and against any and all claims, liabilities, or damages arising from the performance of functions contemplated under this Agreement, including the cost of litigation and counsel fees.

11. **DURATION AND TERMINATION.**

(a) Term: This Agreement shall become effective as of the first day of October, 2008, and shall continue in force through and shall continue in force through September, 2013, unless sooner terminated as provided herein.

(b) Renewal and Extension: This Agreement will be reviewed within sixty (60) days prior to the end of the initial term, and any subsequent term, and may be renewed for a period of five (5) years pursuant to the existing laws or procedures governing the BOCC. No provision for automatic renewal of this Agreement shall be effective. Any renewal shall be in writing and executed by both parties.

(c) Assignment and Delegation. The CVB may not assign any right or delegate any duties hereunder without the express prior written consent of the BOCC.

(d) Termination. Either party may terminate this Agreement by giving the other party written notice at least sixty (60) days prior to the effective date of termination of this Agreement or any subsequent renewal thereof. Upon receipt of notice of termination, the CVB shall provide only those services and incur only those expenses specifically approved or directed in writing by the BOCC. All other rights and duties of the parties shall continue during such notice period, and the BOCC shall be responsible to the CVB for payment of any contract obligation incurred with third parties during this period only if approved in advance in writing by the BOCC.

(e) Termination for Breach. This Agreement may be terminated upon twenty-four (24) hours' written notice by either party for substantial breach for failure of this Agreement by any party hereto. Delivery of notice of termination shall be made, in the event of such termination, to the other party.

12. MODIFICATION. This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter the terms of this Agreement, unless done in writing and signed by an Executive Office of the CVB and the Executive Director for the TDC, or other designee.

13. ADA COMPLIANCE. All facilities, programs and services shall be compliant with the Florida Accessibility Code and the federal Americans with Disabilities (ADA) Act. Failure to provide facilities, programs and services that are compliant with both the Florida Accessibility Code and the federal ADA shall be considered a breach of the contract.

14. CONTROLLING LAWS. The validity, interpretation, and performance of this Agreement shall be controlled and construed under the ordinances of Nassau County, along with the laws of the State of Florida.

15. WAIVER. The failure of either party to this Agreement to object to *or* to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

16. NOTICES. All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery or through the U.S. Postal Service by certified mail, return receipt requested. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notice of a change of address is given.

17. VALIDITY OF AGREEMENT. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unconstitutional, or unenforceable, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 1<sup>st</sup> Day of October, 2008.

AMELIA ISLAND CONVENTION AND VISITORS BUREAU

AMELIA ISLAND TOURIST DEVELOPMENT COUNCIL  
NASSAU COUNTY, FLORIDA

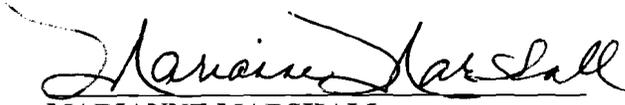
  
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**CHARLES G. LANGLEY**  
Its: President

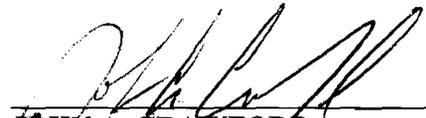
  
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**MICHAEL H. BOYLE**  
Its: Chairman

APPROVED BY:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

Attest as to Chair's Signature

  
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**MARIANNE MARSHALL**  
Its: Chair

  
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**JOHN A. CRAWFORD**  
Its: Ex-Officio Clerk

*EBK 9/18/08*

Approved as to form by the Nassau  
County Attorney:

  
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**DAVID A. HALLMAN**