

CS-21-195

# raconteurs.

(rac·on·teurs), n.

those who tell stories with great skill

## PROFESSIONAL SERVICES AGREEMENT NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

This Professional Services Agreement ("Agreement") is made as of **March 1, 2022** ("Effective Date") by and between **Raconteurs** ("Provider") and the **Nassau County Board of County Commissioners** ("Client").

WHEREAS, the Client and Provider have agreed that Provider will supply certain services to the Client pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the various covenants and agreements hereinafter set forth, the parties hereto agree as follows:

### 1. Services.

- (a) Provider shall supply professional services ("Services") and deliver all related materials (the "Deliverables") to Client as specified in a Statement of Work, the form thereof is attached hereto as Exhibit A. Provider shall supply the Services with at least the same degree of care, skill and prudence customarily exercised by it in respect of its own business, operations, and affairs and what is generally used in the applicable industry. In the event of a conflict between this Agreement and a Statement of Work, the terms of this Agreement shall prevail. Any change in the scope of Services as set forth in a Statement of Work must be agreed upon in writing by the parties.
- (b) Client agrees that Provider's timely performance is contingent upon Client's timely and effective performance of its responsibilities, decisions, and approvals. Provider may rely on all decisions and approvals of Client.
- (c) For the avoidance of doubt, nothing contained herein obligates Client to use Provider's services on an exclusive basis or to purchase any minimum number of services hereunder. Client may engage any vendor to perform any services during the Term or thereafter.

2. **Term.** Provider shall deliver Services for a period commencing on **March 1, 2022**, continuing until **September 30, 2024**. It is understood between both parties that two (2), one (1) year extensions may occur by a written Addendum(s).

### 3. Fees; Payment.

- (a) **Fees.** Provider shall invoice Client for Services rendered ("Fees") set forth in the applicable Statement of Work (Exhibit A) and Event Acquisition Incentives (Exhibit B). Such invoices ("Invoice") shall include amounts expended by Provider for any third-party products and services (if any) that Client instructed Provider in writing to obtain on Client's behalf.

Client will pay such invoices within thirty (30) days after Client's receipt thereof, or otherwise stated.

- (b) **Costs/Expenses.** Client shall reimburse Provider for its reasonable out of pocket costs, travel and other expenses incurred in connection with Provider's performance of the Services, only as preapproved in writing by Client. Provider shall include such expenses on the Invoice with accompanied supporting documentation. Client shall not be responsible for travel time.
4. **Acceptance of Deliverables.** Client will have four (4) business days after receipt of any Deliverable (or portion of Deliverable, if such Deliverable is to be delivered in milestones as set forth in an applicable Statement of Work) to review such Deliverable. If a Deliverable does not comply with the specifications for such Deliverable, Client may reject such Deliverable, in its sole discretion, by written notice of rejection to Provider. Provider will correct any material deficiencies and provide Client with a revised Deliverable as soon as practicable. Client will have the right to accept or reject the corrected Deliverable in accordance with this Section 4. If Provider does not correct a material deficiency, Client may elect to terminate this Agreement in its entirety or the applicable Statement of Work.
5. **Confidential Information.**
- (a) Provider acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Provider for the benefit of the Client, and that during the Term, Provider will be responsible in whole or in part for the creation of, or may acquire or have access to, certain Confidential Information (as hereinafter defined) of the Client. During the Term and always thereafter, Provider shall preserve as confidential all Confidential Information that it may create, acquire, or have access to during the Term. Without the Client's prior written consent, which may be given or withheld by the Client in its sole discretion, Provider shall not, during the Term or anytime thereafter, disclose and Confidential Information: (i) to any third party nor give any third party access thereto, nor (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Provider, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Provider promptly notifies the Client of such pending disclosure and consults with the Client prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. If Provider is required by applicable law or legal process to disclose any Confidential Information, Provider agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.
  - (b) "Confidential Information" shall mean: (i) information or material that gives or could give the Client some competitive advantage or the disclosure of which could be detrimental to the Client's interests; (ii) information or material which is owned by the Client or in which the Client has an interest, and all other information or material conceived, originated, discovered or developed, in whole or in part, by Provider while performing the Services, including,



without limitation, the Deliverables; (iii) all information (in writing or otherwise) concerning the Client (including, without limitation, information concerning the Client's business, assets, liabilities, operations, contracts, branding strategies, creative designs and concepts, technical data, web designs, trade secrets and know-how, research, product plans, products, customer technical requirements, software, programming techniques, algorithms, services, suppliers, supplier lists, customers, customer lists, employee lists, markets, developments, inventions, processes, technology, designs, drawings, engineering, apparatus, techniques, hardware configuration information, marketing, forecasts, business strategy, finances) which is not generally known by the public; and (iv) all analyses, compilations, studies, reports, records or other documents or materials which contain, or are prepared on the basis of, any information or material which the Client furnishes to Provider or prepared by or for Provider based on information or material which the Client furnishes to Provider. Notwithstanding the above, "Confidential Information" does not include any information or material that: (a) is or becomes public knowledge otherwise than by Provider's act or omission; or (b) is or becomes available to Provider without obligation of confidence from a source (other than the client) having the legal right to disclose such information; or (c) is already in Provider's knowledge and/or possession and was not received by Provider as a result of a prior relationship with the Client.

(c) For purposes of this Section 5, "Client" shall also include any and all affiliates of the Client and "Provider" shall include all employees, assistants, agents, advisors, independent contractors, and affiliates of Provider.

6. **Rights in Materials.** All ideas, designs, agreements, concepts, and materials, whether or not patentable, protectable by copyright, or protectable by trademark, conceived or made by Provider (either solely while performing Provider's Services hereunder or in conjunction with the Client) through the use of any of the Confidential Information or which result from the performance of the Services, including, without limitation, all Deliverables, will be deemed: (a) part of the Confidential Information; (b) to be "works made for hire" in accordance with United States copyright law; and (c) solely owned by Client (collectively, the "Client Materials"). Provider shall ensure that any person or entity providing Services hereunder and that may claim any copyright, moral rights or other rights related to the Services, including without limitation, the Client Materials, shall execute such assignments or waivers as may be required to vest all such rights fully and irrevocably in Client. Without limiting the generality of the foregoing, if Provider uses, copies, modifies, or creates derivative works shall remain the sole and exclusive property of Client. In the event, and to the extent, that such works are determined not to constitute "works made for hire" as a matter of law, Provider hereby irrevocably assigns to the Client all its right, title, and interest in and to any such works, including, without limitation, all related patents, copyrights or trademarks and all applications, therefore. In addition, and to the extent necessary to vest all of the rights set forth in this Paragraph in Client, Provider hereby irrevocably grants, assigns, sells, transfers and sets over to Client and Client's successors and assigns, all of Provider's right, title and interest of every kind or nature which Provider may have or hereafter acquire in all Client Materials, and all elements and components thereof and relating thereto, including,



without limitation: (a) the results and proceeds of all persons and entities rendering services in connection with the Services and the Deliverables; (b) any and all contracts, agreements, assignments, documents and/or instruments pursuant to which Provider may have heretofore acquired or may hereafter acquire, any right, title or interest of any kind in and to the Client Materials and any and all elements and components thereof and relating thereto; and (c) any and all releases, warranties, indemnities and undertakings acquired by Provider in connection with the Services (including, without limitation, the Deliverables) and any and all elements and components thereof and relating thereto. For the avoidance of doubt, it is the intention of the parties that Client shall have the sole and exclusive right to distribute, exhibit, reproduce, broadcast, sell, use, license, advertise and otherwise exploit all Client materials, including, without limitation, the Deliverables, and all rights therein in all means and media, whether now known or hereafter devised and in all languages, throughout the universe in perpetuity.

7. **Client Marks.** Provider shall not have the right to use any of Client's or its affiliate's trademarks, logos, service marks, symbols, trade names or other intellectual property (collectively, the "Client Marks") for any purpose whatsoever without Client's prior written consent, which may be given or withheld by Client in its sole discretion. If Client approves the use of one or more Client Marks by Provider in connection with the Services hereunder, such Client Mark(s) shall be used only in the exact form, size, style, and type prescribed by Client without deviation. Provider shall not use the Client Marks in combination with any other trademark, service mark, logo, prefix, suffix, or other modifying words, designs, or symbols. Other than any rights of use specifically and expressly granted by Client in writing, Provider shall not acquire any right to use, and shall not use without Client's express prior written consent, any Client Marks. The Client Marks are and shall remain exclusively the property of Client or its affiliates. Provider agrees that it will do nothing inconsistent with such ownership and acknowledges that any use of the Client Marks shall inure solely to the benefit of Client. Provider shall not at any time directly or indirectly tarnish, denigrate, disparage, engage in any act or omission that reflects adversely on, or make damaging statements concerning, the Client Marks, Client, or Client's business, officers, directors, employees, activities, or products. Provider shall not transfer, assign, or sublicense any rights granted under this Agreement. Provider agrees not to apply for any state, federal or foreign trademark or service mark registration pertaining to or including any Client Mark or any confusingly similar trademarks. Provider acknowledges that the unauthorized use of the Client Marks will cause irreparable harm to Client and that, in the event of a breach of this Section 7, Client shall be entitled to an injunction in addition to any other remedies available at law or in equity. Provider shall immediately cease all use of the Client Marks upon any expiration or termination of this Agreement.
8. **Representations and Warranties.**
  - (a) Provider represents, warrants and covenants to Client that: (i) Provider has full power and authority to enter into this Agreement and perform all of its obligations hereunder; (ii) Provider has sufficient skill and experience to perform the Services; (iii) Provider owns all right, title and interest in and to, or has full and sufficient authority to use, all materials or



data furnished or used by Provider in performance of Services; (iv) the Deliverables do not and will not infringe any patent, copyright, trademark or other intellectual property rights of any party, contractual, employment or confidentiality right of a third party, or constitute libel, slander, defamation, invasion of privacy, or violation of any right of publicity or any other third party rights; (v) Provider has or will secure all necessary consents, licenses, permissions, clearances, authorizations and waivers for the use of Deliverables; (vi) the Services shall be performed in a professional, safe and workmanlike manner in accordance with all applicable general industry standards; (vii) Provider has complied and will comply with all applicable laws, rules or regulations regarding the performance of Services; (viii) the Services and Deliverables will conform to all specifications defined by Client and/or as set forth in the applicable Statement of Work; and (ix) the execution, delivery and performance of the Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound.

(b) Client represents, warrants, and covenants to Provider that Client has full power and authority to enter into this Agreement and perform all its obligations hereunder.

9. **Termination.** Either party may terminate this Agreement or any Statement of Work without cause by written notice. No facts or circumstances shall constitute a waiver or estoppels, or otherwise limit, Client's right to terminate this Agreement by written notice. Each party hereto acknowledges and agrees that such notice period is reasonable. If either party shall materially breach this Agreement and fail to cure such breach within thirty (30) business days of the receipt from the other party of written notice of such material breach, the non-breaching party may terminate this agreement immediately. Upon the expiration or termination of this Agreement, Client shall continue making payment to Provider for services rendered. At such time, Provider shall immediately return all Deliverables, any Client materials and/or Confidential Information to Client.
10. **Relationship of the Parties; Withholding and other Deductions.** Provider acknowledges and agrees that the relationship between the Client and Provider intended to be created by this Agreement is that of client and independent contractor, and nothing herein contained shall be construed as creating a relationship of employer and employee, principal and agent, joint venture, or partnership between them. Provider shall neither act nor make any representation that is authorized to act as an employee, agent, or officer of the Client. Provider and its employees shall not be entitled to any of Client's benefits including without limitation: (a) income tax withholding; (b) 401(k) or other retirement benefits; or (c) employee stock purchase or stock option plans. Provider shall be solely responsible for the withholding and payment of all taxes. Provider acknowledges and agrees that it is responsible for paying all taxes related to the compensation payable to it hereunder and that the Client will not withhold any monies for payments which Provider is required to make pursuant to any applicable law, governmental regulation, rule, or order. Provider agrees to indemnify and hold harmless the Client from and against all claims, judgments, losses, damages (including special and consequential damages), costs and expenses,



including actual attorney's fees and costs, imposed upon, or incurred by the Client resulting or arising out of any failure or Provider to pay any such taxes when due.

11. **Waiver and Release; Limitation of Liability; Indemnification.** Provider, on behalf of Provider, Provider's heirs, successors and assigns, hereby waives, discharges, releases and relinquishes any and all rights, claims, demands, suits, actions, losses, liabilities, damages (including any and all Injuries), costs and expenses, including attorneys' fees and costs (collectively, "Losses"), that Provider may have against Client, its affiliates and/or all of their respective employees, owners, agents, officers, directors, successors and assigns (the "Released Parties"), arising from or related to Provider's performance of the Services. The term "Injuries" shall mean bodily injury, permanent disability, illness, death, emotional trauma, property damage, property loss, and/or other physical or emotional loss or harm. Provider voluntarily assumes all risks of Injuries that may result from performance of the Services. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL CLIENT BE LIABLE TO PROVIDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, ANY LOSS OF BUSINESS OR LOSS OF PROFITS, NOR AND INJURY, DAMAGE OR LOSS OF LIFE. Provider shall indemnify, defend, and hold harmless the Released Parties from and against: (i) any Losses arising from or related to Provider's performance of the Services; (ii) Provider's negligence or intentional misconduct; (iii) any Losses arising from or related to Provider's contracts or relationships with third parties; and (iv) any Losses arising from or related to Provider's breach of any representation, warranty, covenant, or obligation contained in this Agreement.

12. **Miscellaneous**

- a. **Assignment.** Provider shall not have the right to assign or sub-license this Agreement without the Client's prior written consent, and any attempt to do so shall be void.
- b. **Entire Agreement.** This Agreement and any applicable Statement of Work constitute the entire understanding between Provider and Client, and supersede all prior agreements, arrangements representations and communications (whether oral or written) regarding the subject matter contained herein.
- c. **No Waiver.** Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver may be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein. If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, such term or provision shall not affect the Agreement's other terms or provisions, or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the parties.

- d. **Force Majeure.** Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care.
- e. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of law principles. The parties hereby irrevocably submit to the exclusive jurisdiction of a competent federal or state court sitting Nassau County in the State of Florida in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such court. The parties hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- f. **Notices.** All notices, requests and other communications hereunder shall be in writing and shall be delivered by courier or other means of personal service (including by means of a nationally recognized courier service or professional messenger service), or sent by telecopy or mailed first class, postage prepaid, by certified mail, return receipt requested, in all cases, addressed to:  
  
If to Client:  
  
Nassau County Board of County Commissioners  
  
96135 Nassau Place  
  
Yulee, FL 32097  
  
If to Provider:  
  
Raconteurs  
  
1093 A1A Beach Blvd #118  
  
St. Augustine Beach, FL 32080
- g. **Survival.** The terms of sections of this Agreement which by their nature are intended to extend beyond termination shall survive termination of this Agreement for any reason.
- h. **Third Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- i. **Further Assurances.** The parties agree to execute and deliver such additional documents or instruments as may be necessary or appropriate to carry out the terms of this Agreement.
- j. **Counterparts.** This Agreement may be executed and delivered, including by email, in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

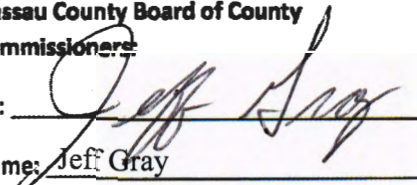
DocuSign Envelope ID: 79418F7E-A1D7-4036-998C-4FCBA1B16150

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date hereinabove set forth.

**Raconteurs, LLC**

By: Matthew C. Dunn  
Name: Matthew C. Dunn  
Title: President/CEO

**Nassau County Board of County Commissioners**

By:   
Name: Jeff Gray  
Title: Vice Chairman



## EXHIBIT A

STATEMENT OF WORK  
FOR PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN **Raconteurs** (Provider) AND **Nassau County Board of County Commissioners**  
(Client) DATED **March 1, 2022**

## SERVICES:

## AMELIA ISLAND SPORTS

**SPORTS TOURISM INTRODUCTION –**

- Creation of a custom, detailed presentation outlining the history, need, formation, oversight, funding, solicitation process, and planning of a successful sports tourism effort in today's competitive marketplace.

**FACILITY REVIEW, ANALYSIS AND RECOMMENDATIONS –**

- Conduct site visits for review and analysis at all major facilities within Nassau County capable of attracting high profile National Governing Bodies and Event Rights Holders;
- Craft recommendations for each facility outlining positives, shortcomings, and suggested future direction for attracting business within the sports tourism industry;
- Solicit feedback from reputable sports tourism clientele on facility design.

**MARKETING, ADVERTISING, AND PUBLIC RELATIONS –**

- Assist with the brand and overall advertising campaign, specific to the sports tourism industry;
- Assess and recommend strategic advertising design and content;
- Placement suggestions with the most effective media outlets in the sports events industry;
- Assistance with web presence to build and maintain an effective sports tourism landing page;
- Tools and tactics for pre and post conference and trade show attendance, to include booth design;
- Make recommendations for collateral pieces relevant to the sports tourism industry;
- Build and suggest public relations opportunities and create storytelling through features.

**CLIENT MATCHING FOR EVENT SOLICITATION –**

- Match previous and current Provider's clients to Nassau County facilities and natural resources that are capable of hosting athletic events;
- Showcase possibilities for each facility, sport(s), and client(s), keeping in mind the scope of events the Nassau County tourism industry can accommodate.

**SPORTS TOURISM EVENT SOLICITATION AND ACQUISITION –**

- Attend and represent Nassau County at various sport tourism related meetings, conferences and trade shows for the purpose of building relationships, soliciting and acquiring events and creating repeat business within the sports tourism industry;
- Perform statewide, regional, and national sales communications to event prospects;
- Plan and organize the operational logistics for acquired events with Nassau County staff;
- Maintain client database;
- Use event funding to aid in the sales effort of acquiring events, when approved by Client;
- Event contract negotiation;
- All other mutually agreed upon responsibilities.

FEES: \$5,000 per month (\$60,000 annually)

Nassau County Board of County Commissioners Approval \_\_\_\_\_

EXHIBIT B

EVENT ACQUISITION INCENTIVES  
FOR PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN **Raconteurs** (Provider) AND **Nassau County Board of County Commissioners**  
(Client) DATED **March 1, 2022**

INCENTIVES:

**AMELIA ISLAND SPORTS**

It is understood between Provider and Client that the *Destinations International Event Impact Calculator* will be used to assess the value of sporting event project opportunities. This will require an additional annual fee to Destinations International for the use of the calculator (estimated at \$3,500/year). Such amount may be expenses as per Section 3(b) of the Agreement.

Provider will exhaust all resources to discover historical data on existing events being sought and use conservative measures on first time event creation.

As such, the following compensation will be followed to provide an incentive-based structure for event acquisition. Such compensation shall be invoiced following such calculation as noted above and only following the conclusion of the event.

<b>Event Economic Impact:</b>	<b>Compensation:</b>
\$0-\$250,000	\$250.00
\$250,001-\$500,000	\$500.00
\$500,001-\$750,000	\$750.00
\$750,001-\$1,000,000	\$1,000.00
\$1,000,001-\$1,250,000	\$1,250.00
\$1,250,001-\$1,500,000	\$1,500.00
\$1,500,001-\$2,000,000	\$1,750.00
\$2,000,001+	\$2,000.00

**Nassau County Board of County Commissioners Approval \_\_\_\_\_**