

AITDC RESOLUTION NO. 2025-152

A RESOLUTION OF THE AMELIA ISLAND TOURIST DEVELOPMENT COUNCIL OF NASSAU COUNTY, FLORIDA, RECOMMENDING TO THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS TO CONTINUE NASSAU COUNTY'S MEMBERSHIP IN THE CHAIRMAN'S CLUB MEMBERSHIP WITH GATOR BOWL SPORTS, INC.; AND IN SUPPORT OF SAID RECOMMENDATION FINDING THAT THE USE OF TOURIST DEVELOPMENT TAX REVENUES FOR SAID PURPOSE WILL ENHANCE VISITOR EXPERIENCES AND PROMOTE TOURISM ON AMELIA ISLAND, IN NASSAU COUNTY, AND IN THE STATE OF FLORIDA; FURTHER PROVIDING FOR CERTAIN LEGISLATIVE FINDINGS AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 125.0104, Florida Statutes, the Board of County Commissioners (BOCC), levies and imposes a tourist development tax to promote through marketing and advertising Amelia Island and to increase tourist-related business activities; and

WHEREAS, pursuant to Section 125.0104, Florida Statutes, the BOCC established the Amelia Island Tourist Development Council (AITDC) as an advisory board to oversee the development and marketing of Amelia Island and the expenditure of the tourist development tax revenues; and

WHEREAS, the tourist development tax revenues received by Nassau County are restricted funds, and the expenditure of those funds shall comply with Section 125.0104, Florida Statutes, the Florida Administrative Code, Sections 30-61 through 30-68 of the Nassau County Code of Ordinances, and AITDC Policies as approved by the BOCC; and

WHEREAS, pursuant to Section 125.0104, Florida Statutes, the BOCC has contracted with the Amelia Island Convention and Visitors Bureau (AICVB) to execute the marketing of Amelia Island as a world-class tourism destination; and

WHEREAS, based upon the recommendation of the AICVB, the AITDC now finds that the continuation of Nassau County's membership in the Chairman's Club Membership with Gator Bowl Sports, Inc., (hereinafter "Gator Bowl Sports") as contained in the First Amendment and Assignment and Assumption of Chairman's Club Membership Agreement with GATOR BOWL SPORTS, INC., attached hereto and incorporated herein by this reference as Exhibit "A", is a tourism-related activity and will assist in the promotion of Amelia Island and Nassau County, Florida.

NOW, THEREFORE, BE IT RESOLVED by the AITDC, as follows:

SECTION 1. FINDINGS. The above findings are true and correct and are hereby incorporated herein by this reference.

SECTION 2. USE OF TOURIST DEVELOPMENT TAX REVENUES.

- a. The AITDC hereby finds that the use of tourist development tax revenues to continue Nassau County's membership in the Chairman's Club Membership with Gator Bowl Sports, Inc., (hereinafter "Gator Bowl Sports"), as depicted in Exhibit "A", is tourism-related and will assist in the promotion of Amelia Island and Nassau County, Florida, and is consistent with Section 125.0104, Florida Statutes and Sections 30-61 through 30-68 of the Nassau County Code of Ordinances.
- b. Based upon the above finding, the AITDC hereby recommends to the BOCC that the BOCC utilize tourist development tax revenues to continue Nassau County's membership in the Chairman's Club Membership with Gator Bowl Sports, Inc., (hereinafter "Gator Bowl Sports") as a means to promote tourism of Amelia Island and Nassau County, Florida, with said amounts to be paid from the AITDC budget.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

DULY ADOPTED this 25th day of August, 2025.

**AMELIA ISLAND TOURIST DEVELOPMENT
COUNCIL OF NASSAU COUNTY, FLORIDA**



JOHN F. MARTIN

Its: Chairman

Date: August 25, 2025

Approved as to form by the
Nassau County Attorney:




DENISE C. MAY

**FIRST AMENDMENT AND ASSIGNMENT AND ASSUMPTION OF THE GATOR
BOWL SPORTS, INC. & AMELIA ISLAND CONVENTION & VISITORS BUREAU
(AICVB) CHAIRMAN'S CLUB MEMBERSHIP AGREEMENT**

THIS FIRST AMENDMENT AND ASSIGNMENT AND ASSUMPTION OF THE GATOR BOWL SPORTS, INC. & AMELIA ISLAND CONVENTION & VISITORS BUREAU (AICVB) CHAIRMAN'S CLUB MEMBERSHIP AGREEMENT (hereinafter "Amendment") is hereby entered into in order to extend the term of the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA'S** membership in the Chairman's Club Membership and to recognize the assignment and assumption of the Gator Bowl Sports, Inc., & Amelia Island Convention & Visitors Bureau Chairman's Club Membership Agreement to the Board of County Commissioners of Nassau County, Florida, as set forth more particularly below:

WITNESSETH:

WHEREAS, on or about May 17, 2021, Gator Bowl Sports, Inc. (hereinafter "Gator Bowl Sports"), and the Amelia Island Convention & Visitors Bureau entered into a Chairman's Club Membership Agreement (hereinafter "Agreement") on the behalf of the Board of County Commissioners of Nassau County, Florida; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, now desires to continue the County's Chairman's Club Membership for an additional five (5) year term and for the annual membership fee in the amount of Fifty Thousand Dollars and 00/100 (\$50, 000.00); and

WHEREAS, by execution of this Amendment, the Gator Bowl Sports, Inc., recognizes the assignment and assumption of the Agreement from the Amelia Island Convention & Visitors Bureau to the Board of County Commissioners of Nassau County, Florida, and the Board of County Commissioners of Nassau County, Florida (hereinafter "County"), accepts said assignment and assumption of the subject Chairman's Club membership as set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Agreement as follows:

SECTION 1. Section 1. of the Agreement is hereby amended to extend the term of the Agreement for an additional five (5) years and the Agreement shall now expire on March 31, 2031.

SECTION 2. The Agreement is further amended to insert a completely new Section 11. entitled Membership Fees. which shall hereafter read as follows:

Section 11. Membership Fees. The County shall compensate Gator Bowl Sports in the amount of Fifty Thousand Dollars and 00/100 annually for each renewal period in accordance with Section I. of Appendix "A" of the Agreement upon receipt of the annual Membership invoice. Gator Bowl Sports shall submit a copy of all membership invoices to both billing@ameliaisland.com and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number CM3950, and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the

specifications and conditions of this Agreement. Except as provided above, payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Except as provided above, payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay Gator Bowl Sports within forty-five (45) calendar days of receipt and acceptance of invoice by the CEO of Amelia Island Convention & Visitors Bureau, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes.

SECTION 3. The Agreement is further amended to insert a completely new Section 12. entitled Foreign Countries. which shall hereafter read as follows:

Section 12. Foreign Countries. Upon execution of this Amendment, and in accordance with Section 287.138, Florida Statutes, Gator Bowl Sports shall provide the County an affidavit, on a form approved by the County, signed by an officer or representative of Gator Bowl Sports under penalty of perjury attesting that Gator Bowl Sports will comply with all requirements of Section 287.138, Florida Statutes.

SECTION 4. The Agreement is further amended to insert a completely new Section 13. entitled Anti-Trafficking Affidavit. which shall hereafter read as follows:

Section 13. Anti-Trafficking Affidavit. In accordance with Section 787.06, Florida Statutes, Gator Bowl Sports shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of Gator Bowl Sports under penalty of perjury attesting that Gator Bowl Sports does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

SECTION 5. By execution of this Amendment, Gator Bowl Sports recognizes the assignment and assumption of the Agreement from the Amelia Island Convention & Visitors Bureau to the Board of County Commissioners of Nassau County, Florida and Nassau County Board of County Commissioners hereby accepts the assignment to it of the Amelia Island Convention & Visitors Bureaus rights and obligations in, to, and under the Agreement and hereby expressly assumes the performance of each of the terms, conditions, covenants, warranties, guarantees, obligations, liabilities and duties of the same effective as of the date of the last signature of the Parties hereto.

SECTION 6. All other terms and conditions of the Agreement not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

NASSAU BOARD OF COUNTY COMMISSIONERS

ASSIGNEE

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

Mitch L. Keiter

Its: Ex-Officio Clerk

REVIEWED FOR LEGAL FORM AND CONTENT:

DENISE C. MAY, County Attorney

AMELIA ISLAND CONVENTION & VISITORS BUREAU

ASSIGNOR

Signature: _____

Print Name: _____

Title: _____

Date: _____

GATOR BOWL SPORTS, INC.

Signature: _____

By: _____

Title: _____

Date: _____



COME MAKE MEMORIES®

EXHIBIT "A"

AITDC FY25/26 SPECIALISTS

For FY25/26, the Amelia Island Convention & Visitors Bureau has prepared an initial list of forecasted expenditures that will require contracts/purchase orders valued over \$100,000. These expenditures should be recommended by the Amelia Island Tourist Development Council (AITDC) to the Nassau County Board of County Commissioners (BOCC) for approval. The list below includes the recommendation to continue the existing contracted work. This provider has an established track record of helping sustain the positive economic impact of Amelia Island's outstanding tourism industry. The provider meets the high standards of performance expectations of the AITDC and there are significant financial and time efficiencies to have this provider continue the scope of work already underway on behalf of the destination.

CELLET TRAVEL SERVICES, LTD., FOR MARKETING AND PUBLIC RELATIONS – Renewal -\$250,000

Cellet manages our marketing and public relations efforts in the United Kingdom market to help build our destination awareness for this high-yield audience. This team has first-hand experience and familiarity of the destination which provides a time and cost savings for our international efforts and ensure the continuing performance. In FY25/26 we are continuing our international marketing efforts. Efforts will include agency coordination as well as marketing activities targeting both consumers as well as trade. FY25/26 \$250,000.