

CLAY COUNTY AGREEMENT/CONTRACT # 2019/2020-105 RN2

**SECOND RENEWAL TO AGREEMENT FOR TOURISM DEPARTMENT
SPORTS MARKETING AND SALES
[Airstream Ventures, LLC]**

This Second Renewal to the Agreement for Tourism Department Sports Marketing and Sales (“Second Renewal”) is entered into this ____ day of January, 2024, by and between Airstream Ventures, LLC, a Florida Limited Liability Company (“Contractor”), and Clay County, a political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, on April 14, 2020, the parties entered into an Agreement for Tourism Department Sports Marketing and Sales, Clay County Agreement/Contract # 2019/2020-105 (“Agreement”), a copy of which is attached hereto as part of Attachment A and incorporated herein; and

WHEREAS, the Agreement provides for a three (3) year term beginning February 1, 2020 and continuing through January 31, 2023, with the option to renew the Agreement for two additional one year periods upon written renewal executed by the parties; and

WHEREAS, on January 10, 2023, the parties entered into the First Renewal, a copy of which is attached hereto and incorporated herein as Attachment A inclusive of the Agreement, to renew the Agreement for an additional one year period commencing February 1, 2023 and continuing through January 31, 2024; and

WHEREAS, the Contractor has experience in marketing, management, sales, and sponsorships associated with sports and events; and

WHEREAS, the parties wish to enter into this Second Renewal to renew the Agreement for an additional one year period commencing February 1, 2024 and continuing through January 31, 2025 as set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The Agreement is hereby renewed for an additional one year period commencing February 1, 2024 and continuing through January 31, 2025 at the same annual fee of \$66,000.00 as provided for in the Agreement.

2. The Contractor hereby certifies that all executed certifications which are attached and/or made a part of the Agreement and First Renewal are still valid.

3. Except as expressly provided herein, all other terms and conditions of the Agreement, as previously renewed, not affected by this Second Renewal are incorporated herein and shall remain in full force and effect.

4. This Second Renewal, together with the Agreement, as previously renewed, constitutes the entire agreement between the parties relating to the subject matter hereof. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Second Renewal, together with the Agreement and First Renewal shall be valid.

5. This Second Renewal may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

6. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Second Renewal and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Second Renewal on behalf of such party and that the Second Renewal will constitute a legal and binding obligation of such party.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal as of the date and year first written above.

AIRSTREAM VENTURES, LLC

By: _____

Print Name: _____

Print Title: _____

**CLAY COUNTY, a political subdivision of the
State of Florida**

By: _____

Jim Renninger
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

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ATTACHMENT A FIRST RENEWAL AND AGREEMENT

CLAY COUNTY AGREEMENT/CONTRACT # 2019/2020-105 RN1

**FIRST RENEWAL TO AGREEMENT FOR TOURISM DEPARTMENT SPORTS
MARKETING AND SALES
[Airstream Ventures, LLC]**

This First Renewal to the Agreement for Tourism Department Sports Marketing and Sales ("First Renewal") is entered into this 10 day of January, 2023, by and between Airstream Ventures, LLC, a Florida Limited Liability Company ("Contractor"), and Clay County, a political subdivision of the State of Florida ("County").

RECITALS

WHEREAS, on April 14, 2020, the parties entered into an Agreement for Tourism Department Sports Marketing and Sales, Clay County Agreement/Contract # 2019/2020-105 ("Agreement"), a copy of which is attached hereto and incorporated herein as **Attachment A**; and

WHEREAS, the Contractor has experience in marketing, management, sales, and sponsorships associated with sports and events; and

WHEREAS, the Agreement provides for a three (3) year term beginning February 1, 2020 and continuing through January 31, 2023, with the option to renew the Agreement for two additional one year periods upon written renewal executed by the parties; and

WHEREAS, the parties wish to enter into this First Renewal to renew the Agreement for an additional one year period commencing February 1, 2023 and continuing through January 31, 2024.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The Agreement is hereby renewed for an additional one year period commencing February 1, 2023 and continuing through January 31, 2024 at the same annual fee as provided for in the Agreement.

2. The Contractor hereby certifies that the Scrutinized Companies Certification that was executed in compliance with Section 287.135(5), Florida Statutes is still valid.

3. Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland


Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision.

4. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this First Renewal are incorporated herein and shall remain in full force and effect.

5. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First Renewal and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this First Renewal on behalf of such party and that the First Renewal will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties hereto have executed this First Renewal as of the date and year first written above.

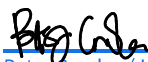
AIRSTREAM VENTURES, LLC

By:  Alan Verlander (Jan 18, 2023 09:23 EST)

Print Name: Alan Verlander

Print Title: CEO

CLAY COUNTY, a political subdivision of the State of Florida

By:  Betsy Condon (Jan 16, 2023 10:46 EST)

Betsy Condon
Its Chairman



ATTEST:



Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

ATTACHMENT A

Clay County Agreement/Contract No. 2019/2020- 105

AGREEMENT FOR TOURISM DEPARTMENT SPORTS MARKETING AND SALES

[Airstream Ventures, LLC]

This Agreement for Tourism Department Sports Marketing and Sales ("Agreement") is hereby entered into as of this 14th day of ~~March~~^{April}, 2020 by and between Clay County, a political subdivision of the State of Florida ("County"), and Airstream Ventures, LLC, a Florida corporation having a principal place of business address at 3832-010 Baymeadows Road, Suite 101, Jacksonville, Florida 32217 ("Contractor").

Recitals

WHEREAS, the County issued a Request for Proposal, RFP No. 19/20-20 ("RFP"), to solicit and engage a firm to assist the County's Tourism Department with a sports marketing and sales initiative ("Services"); and

WHEREAS, the Contractor responded to the RFP with a proposal and pricing to offer the Services ("Contractor's Response") and the County selected Contractor to provide the Services; and

WHEREAS, the Contractor desires to provide the Services to the County as set forth in the RFP and the Contractor's Response and under the terms and conditions set forth in this Agreement; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms of the RFP as well as the Contractor's Response apply to this Agreement as incorporated below.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties and all objections to the sufficiency and adequacy are hereby waived, the parties agree as follows:

ARTICLE 1. AWARD, AGREEMENT AND SERVICES

1.1 This Agreement serves as the formal and binding award of the RFP to the Contractor. The Contractor shall provide the following Services requested and set forth in the RFP:

SCOPE OF SERVICES

Contractor will work closely with the Tourism Department to represent Clay County in the sports marketplace including, but not limited to the following –

- a. Recruit, secure and create events – both sports and festivals
- b. Secure sponsors for the events, including client hospitality
- c. Market the events, which includes website and social media presence

- d. Event operations including, but not limited to, site selection, ticket sales, concessions, registrations, etc.
 - e. Represent the County at various sports industry tradeshow (Florida Sports Foundation Summit, Connect Sports, etc.) as a destination for sporting events
- 1.2 This Agreement is subject to compliance with the terms and conditions of the RFP and specifications set forth therein, as applicable. The terms of the RFP and the Contractor's Response are expressly incorporated into this Agreement.
- 1.3 The terms of this Agreement, the RFP, and the Contractor's Response are intended to be read in conjunction with each other to every extent possible; however, in the event of a conflict, the documents shall control in the following priority: 1) this Agreement; 2) the Contractor's Response; and 3) the RFP.

ARTICLE 2. TERM, TERMINATION

The term of this Agreement shall be for a three (3) year term effective from February 1, 2020 ("Effective Date") through January 31, 2023 ("Term"). The County has the option to renew the Agreement for two (2) additional one (1) year periods if it is deemed to be in the County's best interest to do so. In addition, the County may terminate the Agreement for convenience at any time upon thirty (30) days advanced notice. However, the County shall be responsible for any Services that have been performed by Contractor through the date of termination.

ARTICLE 3. COMPENSATION FOR SERVICES

- 3.1 During the Term of this Agreement, the County agrees to pay the Contractor an annual fee of \$66,000.00, payable in quarterly installments of \$16,500.00.
- 3.2 The Contractor shall invoice the County on a quarterly basis with the first quarter being from the Effective Date of February 1, 2020 through April 30, 2020. Invoices shall be submitted to the Director of Tourism and Film Development as the payment agent ("Payment Agent"). The County shall pay Contractor in accordance with the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes.
- 3.3 The County shall not be responsible for paying for any of the Contractor's expenses in the provision of the Services, including, but not limited to, Contractor's travel, per diem, courier service, telephone, postage, copying charges, or other administrative expenses.
- 3.4 The only expenses payable to Contractor, on a reimbursement basis, are for the actual, reasonable and necessary costs of travel, meals (excluding alcoholic beverages), lodging, and incidental expenses for the hosting of third party event partners that visit the County in consideration of Clay County as a potential event site ("Qualified Expenses"). All Qualified Expenses must be coordinated with and preapproved in writing by the Payment Agent and comply with the requirements of Section 125.0104(9), Florida Statutes. Under no circumstance will non-preapproved Qualified Expenses be paid for by the County. All requested reimbursable Qualified Expenses under this section 3.4, shall be itemized and

included on Contractor's quarterly invoice with supporting documentation that the reimbursement is for a Qualified Expense incurred by the Contractor during the term of this Agreement. Upon receipt of a request for payment of Qualified Expenses and of sufficient documentation supporting the same, the County shall make payment within 45 days in accordance with the Local Government Prompt Payment Act.

ARTICLE 4. QUARTERLY REPORT AND PRESENTATION

During the Term of this Agreement, the Contractor shall provide a quarterly written report to and give a biannual presentation to the Clay County Tourist Development Council ("TDC"). During each reporting period, the Contractor shall provide the TDC with the following information:

- a. List of marketing efforts, consistent with the Contractor's marketing plan and strategy that includes the:
 - i. number and type of marketing efforts;
 - ii. number of meetings with interested event partners;
 - iii. number of industry tradeshows attended that specifically marketed Clay County as a destination for sporting events; and
 - iv. number of hosted Clay County site visits.
- b. Total number of Clay County sports and entertainment events that resulted from the Contractor's efforts.
- c. Total number of Clay County sports and entertainment events operated by the Contractor.
- d. Total number of sponsors secured for Clay County sports and entertainment events.
- e. An estimate of the economic impact created by sports and entertainment events secured due to Contractor's efforts.

ARTICLE 5. TAXES

In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

ARTICLE 6. APPROPRIATED FUNDS

The Contractor acknowledges that in the budget for each fiscal year of the County during which the Term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

ARTICLE 7. PUBLIC RECORDS

- 7.1 The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The

Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the services required under the Agreement;

(b) 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor 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 information technology systems of the County.

7.2 The Contractor's failure to comply with the requirements of this Article 7 shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

7.3 The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

ARTICLE 8. SCRUTINIZED COMPANIES

In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), Florida Statutes, or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

ARTICLE 9. INDEMNIFICATION

The Contractor shall promptly defend, indemnify, hold the County harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, attorney's fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Consultant's performance or breach of this Agreement. With respect to any indemnification by the County provided under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

ARTICLE 10. AUTHORITY

Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation of such party.

ARTICLE 11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

ARTICLE 12. NON-ASSIGNABLE; SUBCONTRACTING

All Services shall be performed exclusively by the Contractor and shall not be assigned to another entity without prior written permission of the County. The Contractor may not subcontract any Services to be provided pursuant to this Agreement. Neither this Agreement nor any of the

Contractor's rights or obligations may be assigned by the Contractor unless agreed to by the parties in writing.

ARTICLE 13. CONFLICT OF INTEREST

Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

ARTICLE 14. AMENDMENT

Any modification or amendment to this Agreement must be in writing signed by the parties.

ARTICLE 15. WAIVER

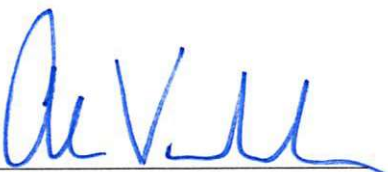
No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

ARTICLE 16. COUNTERPARTS

This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement.

By their duly authorized signatures below, the parties hereby enter into this Agreement.

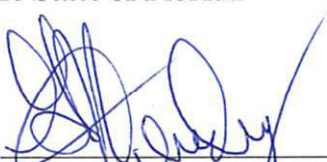
AIRSTREAM VENTURES, LLC

BY: 

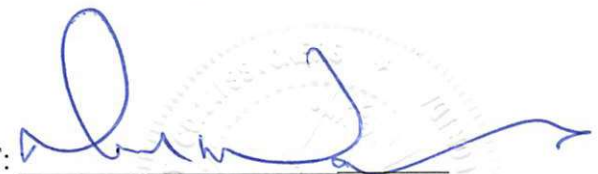
Alan Verlander
[print name]

ITS: CEO

**CLAY COUNTY, a political subdivision
of the State of Florida**

BY: 

Gayward F. Hendry
Its Chairman

ATTEST: 

Howard Wanamaker
County Manager and
Clerk of the Board of County
Commissioners