SUBJECT: DUVAL COUNTY TOURIST DEVELOPMENT PLAN: TOURIST BUREAU SERVICES

BID #: ESC-0575-17 **OPEN DATE: 8/30/2017**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with two (2) 2-year and one (1) 5-year renewal options.

AGENCY: Duval County Tourist Development Council

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: (19) **NUMBER RECEIVED: (2)** **OTHER: (0)**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award with Jacksonville and the Beaches Convention and Visitors Bureau dba Visit Jacksonville by $29,361.00 for the initial three (3) year period. Total revised not to exceed expenditure amount is $265,611.00.

Funding Source: CCTD132OP-04904 – To be executed by formal contract amendment through the Office of General Counsel

Attachments: Recommendation Memo, Scoring Sheets and Evaluation Criteria

ANALYST: _____ Annette Burney

RESPECTFULLY SUBMITTED _____ For – GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Annette R. Hastings, Executive Director, Duval County Tourist Development Council

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville
DUVAL COUNTY
Tourist Development Council

OFFICE OF THE CITY COUNCIL

Annette R. Hastings
TDC EXECUTIVE DIRECTOR
OFFICE (904) 630-7625
FAX (904) 630-2906
E-MAIL: ANNETTEH@coj.net`

117 WEST DUVAL STREET, SUITE 425
4TH FLOOR, CITY HALL
JACKSONVILLE, FLORIDA 32202

MEMORANDUM

TO: Gregory Pease, Chief of Procurement
Procurement Division

FROM: Annette R. Hastings, Executive Director
Duval Tourist Development Council

RFP: ESC-0575-17

SUBJECT: Request for Increased Indebtedness for Award for ESC-0575-17 TDC Plan Component of Tourist Bureau Services Contract Award Amount

DATE: February 5, 2018

The TDC is requesting the recommendation of CSPEC to increase the maximum indebtedness in the executed contract from $236,250.00 to $265,611.00 per the language in the contract.

(a) Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, the City shall pay Contractor an amount not to exceed TWO HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED ELEVEN AND 00/100 DOLLARS ($265,611.00) for Fiscal Year 2017-2018 (the "***Maximum Indebtedness Amount***"), contingent upon the existence of lawfully appropriated funds for the Contract. At the time of execution of this Agreement, Contractor acknowledges and understands that only $239,544.00 of the Maximum Indebtedness Amount for the Services shall be encumbered and available to the Contractor to perform the Services. Contractor also understands and acknowledges that $26,067.00 of the Maximum Indebtedness Amount (the "***Contingent Amount***") is contingent upon the approval and appropriation of said funding by the City Council pursuant to Ordinance 2018-850, which is currently pending at City Council (the "***TDC Budget Amendment Ordinance***"). In the event, City Council does not appropriate the Contingent Amount in the TDC Budget Amendment Ordinance for the uses described herein, Contractor agrees to execute any necessary amendments to this Contract as required by the TDC to reduce the Maximum Indebtedness, the Scope of Work, the Approved Annual Budget, and the Annual Tourist Information Bureau Operation Plan within twenty (20) days of

demand thereof. In the event, the Contingent Amount is appropriated in the TDC Budget Amendment Ordinance for the uses described herein, the Maximum Indebtedness Amount shall automatically become effective and the Contingent Amount shall be encumbered and available to the Contractor to perform the Services with no further necessary actions required by the parties.

SUBJECT: DUVAL COUNTY TOURIST DEVELOPMENT PLAN: TOURIST BUREAU SERVICES

BID #: ESC-0575-17 **OPEN DATE: 8/30/2017**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of executed contract with two (2) 2-year and one (1) 5-year renewal options.

AGENCY: Duval County Tourist Development Council

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: (19) NUMBER RECEIVED: (2) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the highest ranked bidder, Jacksonville and the Beaches Convention and Visitors Bureau dba Visit Jacksonville to provide Tourist Bureau Services for the City of Jacksonville. Period of service is from three (3) years from date of executed contract in the total expenditure amount of $236,250.00.

Funding Source: CCTD132OP-04904 – To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Scoring Sheets and Evaluation Criteria

ANALYST: _____ Annette Burney

RESPECTFULLY SUBMITTED _____ for GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Anna Lopez Brosche, Chair, Duval County Tourist Development Council

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 12/11/17

_____ OTHER: _____

_____

_____

_____

_____

ACTION OF AWARDING AUTHORITY DATE 12/12/17

APPROVED X DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Leslie-Burney, Annette

From:	Hastings, Annette
Sent:	Friday, December 08, 2017 11:09 AM
To:	Leslie-Burney, Annette
Cc:	Peterson, Phillip; Taylor, Kim; Pease, Gregory
Subject:	CPSEC Approval Scores Letter Tourist Bureau RFP ESC-0575-17.doc
Attachments:	CPSEC Approval Scores Letter Tourist Bureau RFP ESC-0575-17.doc
Importance:	High

Good Annette, Please find attached the previous approval letter for CPSEC addressing the funding source and amount for the contract submitted by the TDC. Hopefully this will clarify the different in the contract amount.

The TDC Evaluation Committee now requests permission to forward the recommendation to the TDC for final deliberations and contract award to Jacksonville and The Beaches Convention and Visitors Bureau d/b/a Visit Jacksonville for a three (3) year term. The amount from January 1, 2018-September 30, 2018 is $236,250.00 for FY 2017-2018 budget. Future funding amounts will be decided by the Duval County Tourist Development Council and the Jacksonville City Council. The source of funding is:

Index Code: CCTD 1320P

Sub Object: 4904

Jacksonville
DUVAL COUNTY
Tourist Development Council

OFFICE OF THE CITY COUNCIL

Annette R. Hastings
TDC EXECUTIVE DIRECTOR
OFFICE (904) 630-7625
FAX (904) 630-2906
E-MAIL: ANNETTEH@coj.net

117 WEST DUVAL STREET, SUITE 425
4TH FLOOR, CITY HALL
JACKSONVILLE, FLORIDA 32202

MEMORANDUM

TO: Gregory Pease, Chief of Procurement
Procurement Division

FROM: Annette R. Hastings, Executive Director
Duval Tourist Development Council

Anna Lopez Brosche, Chair
Duval County Tourist Development Council
President, Jacksonville City Council

RFP: ESC-0575-17

SUBJECT: Request for Award for ESC-0575-17 TDC Plan Component
- Tourist Bureau Services

DATE: December 7, 2017

Pursuant to the interviews held on December 7, 2017, the average combined scores for the written response and interview/oral presentation was 80.

The TDC Evaluation Committee requests recommendation of approval to move forward with the award of Jacksonville and the Beaches Convention and Visitors Bureau, d/b/a Visit Jacksonville and enter into contract negotiations for the Tourist Bureau Services component. The award is based on the outcome of the evaluation scores and requirements set forth in the RFP.

Attachments:
Evaluation Score Sheets-Plan -Tourist Bureau Services

Leslie-Burney, Annette

From: Leslie-Burney, Annette
Sent: Friday, December 08, 2017 8:58 AM
To: Hastings, Annette
Cc: Peterson, Phillip; Nunziato, Christine
Subject: RE: TDC Letter ESC-0575-17/Tourist Bureau Award Amount

Annette, the difference in the budgeted amount and the single source award amount is $271,250.00. Is this the amount you want to use?

Annette L. Burney
Purchasing Analyst
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Ph.: 904-255-8810
Fax: 904-360-8527
Email: aburney@coj.net

CITY OF JACKSONVILLE

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From: Peterson, Phillip
Sent: Thursday, December 07, 2017 5:35 PM
To: Hastings, Annette; Leslie-Burney, Annette
Subject: RE: TDC Letter ESC-0575-17/Tourist Bureau Award Amount

The index code would be CCTD132OP, Subobject 04904. However, I do not know the award amount as I have not been in any of the RFP discussions. The TDC has an amount budgeted, but also has flexibility within their budget; therefore, I cannot speak to an award amount.

From: Hastings, Annette
Sent: Thursday, December 07, 2017 5:15 PM
To: Leslie-Burney, Annette
Cc: Peterson, Phillip

Subject: RE: TDC Letter ESC-0575-17/Tourist Bureau Award Amount
Importance: High

Annette, This is the account information below that is requested. I know you need this information ASAP for posting on Friday.

However, I need to get verification from Phillip Peterson who I have copied on this e-mail regarding the contract award amount as previous a sole source provider transition contract was awarded to Visit Jacksonville in the amount of $78,750.00 (October-December 31,2017) the award would be for the remaining 9 months even though the RFP and budget presented at CPSEC was $350,000.00.

Index Code:	CCTD 1320P
Subobject:	4904

Thank you,
Annette

Annette R. Hastings
Executive Director
Duval County Tourist Development Council
117 West Duval Street, Suite 425
Jacksonville, FL 32202
Phone: 904-630-7625
Fax: 904-630-2906
E-mail: ANNETTEH@COJ.NET

Please note that under Florida's broad public records law, e-mail communication to and from city officials are subject to public disclosure.

From: Leslie-Burney, Annette
Sent: Thursday, December 07, 2017 4:28 PM
To: Hastings, Annette
Subject: RE: TDC Letter ESC-0575-17

Annette, the memo is missing the account code and award amount. You can email this information to me.

Annette L. Burney
Purchasing Analyst
Procurement Division

Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Ph.: 904-255-8810
Fax: 904-360-8527
Email: aburney@coj.net

CITY OF JACKSONVILLE

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From: Hastings, Annette
Sent: Thursday, December 07, 2017 4:15 PM
To: Leslie-Burney, Annette
Cc: Kekec, Nihal
Subject: Re: TDC Letter ESC-0575-17

Annette and Nihal, Thank you for all your help with this award. Please find attached a copy of the letter which I am now going to bring you the hard copy so meet deadline of posting.

Duval County Tourist Development Plan: Tourist Bureau Services							
ESC-0575-17							
	20 Points	40 Points	10 Points	20 Points	10 Points	OVERALL	Rank
FIRM	Experience & Qualifications of Professional Personnel	Tourist Bureau Conceptual Operation	Financial Stability	Budget	Interview and/or Oral Presentation	Must Score > 65	2
Bold City Tours							
Bowman	14	38	7	17		76	
Boyer	10	30	1	12		53	
Brosche	13	34	9	15		71	
Goodman	7	13	0	10		30	
Orender	14	32	2	11		59	
Patidar	18	34	10	19		81	
Smith	12	36	8	19		75	
Truhlar	10	30	5	10		55	
Average	12	31	5	14	0	63	

Duval County Tourist Development Plan: Tourist Bureau Services							
ESC-0575-17							
	20 Points	40 Points	10 Points	20 Points	10 Points	OVERALL	Rank
FIRM	Experience & Qualifications of Professional Personnel	Tourist Bureau Conceptual Operation	Financial Stability	Budget	Interview and/or Oral Presentation	Must Score > 65	1
Visit Jacksonville							
Bowman	18	35	10	18		81	
Boyer	16	35	1	18	8	78	
Brosche	19	38	6	20	8	91	
Goodman	14	33	10	15	8	80	
Orender	17	31	5	9		62	
Patidar	17	38	9	18	8	90	
Smith	18	34	9	15	8	84	
Truhlar	15	35	5	15		70	
Average	17	35	7	16	8	80	

ATTACHMENT B - EVALUATION CRITERIA MATRIX

The evaluations will be based upon the following criteria, and Contractors are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criterion will be evaluated relative to the other responses received and will be awarded a score of 1 through the maximum points allowed for each criteria. Contractors are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

1. **EXPERIENCE AND QUALIFICATIONS OF PROFESSIONAL PERSONNEL (20 POINTS MAXIMUM SCORE)**
   The proposal will be evaluated based on the strength of the Contractor (and any approved subcontractors); including the experience and qualifications of managerial and professional personnel assigned to the project (the duties of each individual will be stated by the Contractor). In response to this criterion, the Contractor shall do the following:

   i. Describe Contractor's knowledge of attractions, points of interests, cultural venues and special events, local history, recreation opportunities, restaurants and accommodations in Jacksonville and the Beaches. Basic knowledge of surrounding day trip destinations is highly recommended;
   ii. Describe Contractor's years of experience of firm and personnel and number and quality of previous and present tourism marketing clients;
   iii. Provide recommendations from previous and present tourism marketing clients regarding the quality of work performed on their behalf;
   iv. Describe organization depth, facilities and support staff;
   v. Describe Contractor's previous experience in researching existing tourist attractions and facilities, establishing sortable databases for public use and packaging existing attractions into visitor experiences; and
   vi. Describe Contractor's previous experience operating forward facing leisure tourist service facilities such as visitor center, visitor kiosks, and concierge facilities including size and scope of services, numbers of visitors served, etc.

2. **TOURIST BUREAU CONCEPTUAL OPERATION PLAN (40 POINTS MAXIMUM SCORE)**
   The proposal will be evaluated based on the Contractor's understanding of the needs and goals of the Tourist Development Council as demonstrated in the strategies, approaches and resources to be applied to the Tourist Development Council's account as described in the proposal and the three year plan for operation of the Tourist Bureau. In response to this criterion the Contractor shall describe the following:

   i. Provide a three year conceptual plan for operation of this Tourist Bureau component of the Tourist Development Plan which should include at a minimum, discussion of goals and objectives for staffing, training, physical facilities and equipment, experiential exhibits and tracking of visitors served. Included in this section should be a discussion of how we can better serve the tourists who visit and pass through our area with a goal toward encouraging longer stays and return visits. How will Contractor become the premier expert on what our City has to offer, how will that expertise be used in our Visitor Centers, to increase tourism? Discuss any "Big Ideas" contractor may have. Such plan should identify how the requirements contained in the scope will be met, what additional services or facilities will be provided within the budget provided, and what additional services or facilities would be recommended if additional funding were available and the costs associated with each;
   ii. Describe Contractor's concept for transition from the current Visitor Center locations and kiosks to both a more robust network of facilities; and, a fully functional, highly visible,

and easily accessible Downtown Visitor Center that not only connects and informs visitors about all there is to do in Jacksonville but also provides an entertaining visitor experience in itself. Discuss the process by which a new Downtown location or facility should be chosen, the essential characteristics and size you envision, the timeline for transition from the current Laura Street location, and the content that would be incorporated. As to the current Airport and Beaches facilities, discuss any changes you envision in location, size and content to enhance the visitor experience.

iii. As part of the Operation Plan, describe strategy for staffing and operation of visitor centers including quality and responsiveness of proposal to the Scope of Services;

iv. As Part of the Operation Plan, describe hiring policy, background checks, minimum qualifications, and selection criteria Contractor will use for selection and hiring of employees; proposed use of volunteers, if any, who would interact with the public;

v. As Part of the Operation Plan, describe orientation program upon hiring and on-going training program, if any, that will be implemented;

vi. As part of the Operation Plan, describe research, information gathering and assimilation strategy including quality and responsiveness of proposal to the Scope of Services; and

vii. As Part of the Operation Plan, describe the methodology the Contractor proposes to use in order to research and continuously update knowledge base of tourist facilities, attractions, points of interest, etc. in Jacksonville and the Beaches, even if such facilities or features are not currently promoted as tourist destinations. This discussion should include information on research experience of key personnel. Such experience may include backgrounds in local history, arts, culture, waterways and similar fields which may interest visitors.

3. **FINANCIAL STABILITY (10 POINTS MAXIMUM SCORE)**

Provide financial statements that describe the Contractors ability to utilize its own financial resources to fund at least two (2) months of the Services described in Tourist Bureau Operating Plan, including reliable proof of financial capacity to obtain immediate access to those resources (e.g., letter of credit; cash deposit). If a Contractor is a newly created entity or is being established solely for the purpose of performing the scope of work under this RFP, the Contractor shall provide the same financial statements previously described herein for each sole proprietor, general partner, member of a limited liability company or partnership, or the majority shareholder.

4. **BUDGET (20 POINTS MAXIMUM SCORE)**

The Tourist Development Council is seeking a proposal that offers significant value and maximum tourist impact. The proposal will be evaluated on the allocation of resources within the budget allowed and the level of service, including enhanced services, and value included in the proposed budget.

Provide a recommended annual budget, not to exceed $350,000, for the first based on the Scope of Work. The actual contractual budget will be based on the agreed upon scope of work and budgetary limitations imposed on the Tourist Development Council as part of its annual budget approval process with Buyer. Provide annual budget breakdown in the following format:

i. Amount of proposed budget allocated to subparts (i) thru (iii) of the Tourist Bureau component of the Tourist Development Plan (Section 666.108(b)(1)).

In addition to the foregoing budget, the annual budget shall also contain a distinct breakout of the following items which are acknowledged to be contained within the three services above:

ii. Amount of proposed annual budget allocated to travel, meal and entertainment expenses/reimbursement. Identify allocation between local travel and expenses versus out-of-county travel and expenses;

iii. Amount of proposed annual budget allocated to buildings and equipment and general

overhead not including staffing;

iv. Amount of proposed annual budget allocated to staffing and number of employees by job category; and

v. Amount of proposed annual budget allocated to purchase lists, databases and research.

vi. If there are services or items that cannot be provided due to the not to exceed amount of $350,000, please provide details.

vii. Any capital line items for the construction or purchase of a kiosk should not be a part of this budget.

5. **INTERVIEW AND/OR ORAL PRESENTATION (10 POINTS MAXIMUM SCORE)**
Interviews will only be offered to shortlisted Contractors. See Sections 2.5 and 2.6 of this RFP.

SUBJECT: DUVAL COUNTY TOURIST DEVELOPMENT PLAN: TOURIST BUREAU SERVICES

BID #: ESC-0575-17 **OPEN DATE: 8/30/2017**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

FUND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of executed contract with two (2) one (1) year renewal options.

AGENCY: Duval County Tourist Development Council

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: (19) NUMBER RECEIVED: (2) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to allow the Tourist Bureau Services Evaluation Committee to conduct an interview with the highest ranked bidder, Jacksonville and the Beaches Convention and Visitors Bureau dba Visit Jacksonville in accordance with the specifications. Per Section 2.6B of the specifications, bidders must score a minimum of 65 out of 90 on the written response in order to be shortlisted for interviews. Bold City Tours LLC did not meet the minimum score requirement, and therefore will not be interviewed.

1. Jacksonville and the Beaches Convention and Visitors Bureau, d/b/a Visit Jacksonville
2. Bold City Tours

Attachments: Recommendation Memo, Scoring Sheets and Evaluation Criteria

ANALYST: _____ Annette Burney **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Anna Lopez Brosche, Chair, Duval County Tourist Development Council

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 11/30/17

Annette R. Hastings OTHER: _____

Teresa R Eilheer

_____

_____

_____

ACTION OF AWARDING AUTHORITY DATE 12/4/17

APPROVED X DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Anna L Brosche

CONTRACT FOR TOURIST INFORMATION BUREAU SERVICES
(Duval County Tourist Development Plan)

THIS CONTRACT FOR TOURIST INFORMATION BUREAU SERVICES ("***Contract***"), made and entered into as of February 1, 2018 (the "***Effective Date***"), by and between the **CITY OF JACKSONVILLE** (the "***City***" or "***TDC***"), a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, and **JACKSONVILLE AND THE BEACHES CONVENTION & VISITORS BUREAU, INC.**, doing business as "Visit Jacksonville" (the "***Contractor***").

WHEREAS, the Duval County Tourist Development Council ("***TDC***"), acting on behalf of the City, issued Request for Proposal for Duval County Tourist Development Plan: Tourist Bureau Services Bid No. ESC-0575-17 for Tourist Information Bureau Services (the "***RFP***");

WHEREAS, based on Contractor's response to the RFP dated August 30, 2017, a copy of which is on file with the City Procurement Division (the "***Response***"), the TDC awarded this Contract to Contractor pursuant to TDC Resolution 2018-01 dated January 22, 2018.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. Recitals; Capitalized Terms. The Recitals above are true and correct and incorporated herein by reference. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the RFP.

2. Incorporation of RFP terms; Response; Exhibits. The RFP terms are incorporated herein by reference. The terms of the RFP include, without limitation, the following sections, attachments and forms contained in the RFP:

(a) Section 1 (Specific Information Regarding the RFP;
(b) Section 2 (General Instructions)
(c) Section 3 (General Terms and Conditions of Contract)
(d) Section 4 (Description of Services)
(e) Attachment A (Response Format)
(f) Attachment B (Evaluation Criteria Matrix)
(g) Attachments C through J
(h) Attachment K Listing of Available Documents for Review
(i) Contractor's completed and executed Forms 1 through 5

The Response, as accepted and modified by City, is incorporated herein by reference. Any terms in the Response that are prohibited under the RFP shall not be included in this Contract. Any terms in the Response that are inconsistent with the terms of this Contract shall be void and of no effect.

3. **Service Period**. The initial service period of this Contract shall begin on February 1, 2018 and continue through September 30, 2020, 11:59 p.m., Eastern Standard Time (the "***Term***"), unless terminated sooner by the City pursuant to the provisions of this Contract. City, in its sole discretion and upon satisfactory performance by Contractor, shall have the option to renew the Term of this Contract subject to the same term and conditions contained herein for two (2) two-year periods and one (1) five-year period.

4. **Description of Services**. The Contractor shall perform the Tourist Information Bureau Services described on **Exhibit A** attached hereto ("***Scope of Work***" or "***Services***"). If any services, functions or responsibilities not specifically described on **Exhibit A** are necessary for the proper performance and provision of the Services, such services, functions or responsibilities shall be deemed to be implied by and included within the Scope of Work to the same extent and in the same manner as if specifically described herein. During the Term, Contractor shall perform the Scope of Work in accordance with the Comprehensive Tourist Information Bureau Operation Plan, the Annual Approved Budget and the Annual Tourist Information Bureau Operation Plan.

5. **Maximum Indebtedness; Restrictions on Use of Funds.**

(a) Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, the City shall pay Contractor an amount not to exceed TWO HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED ELEVEN AND 00/100 DOLLARS ($265,611.00) for Fiscal Year 2017-2018 (the "***Maximum Indebtedness Amount***"), contingent upon the existence of lawfully appropriated funds for the Contract. At the time of execution of this Agreement, Contractor acknowledges and understands that only $239,544.00 of the Maximum Indebtedness Amount for the Services shall be encumbered and available to the Contractor to perform the Services. Contractor also understands and acknowledges that $26,067.00 of the Maximum Indebtedness Amount (the "***Contingent Amount***") is contingent upon the approval and appropriation of said funding by the City Council pursuant to Ordinance 2018-850, which is currently pending at City Council (the "***TDC Budget Amendment Ordinance***"). In the event, City Council does not appropriate the Contingent Amount in the TDC Budget Amendment Ordinance for the uses described herein, Contractor agrees to execute any necessary amendments to this Contract as required by the TDC to reduce the Maximum Indebtedness, the Scope of Work, the Approved Annual Budget, and the Annual Tourist Information Bureau Operation Plan within twenty (20) days of demand thereof. In the event, the Contingent Amount is appropriated in the TDC Budget Amendment Ordinance for the uses described herein, the Maximum Indebtedness Amount shall automatically become effective and the Contingent Amount shall be encumbered and available to the Contractor to perform the Services with no further necessary actions required by the parties.

(b) Additional Donations from Third-Parties. Within ninety (90) days of the Effective Date, Contractor shall pay to City $32,278.00 (the "***Third-Party Donations***"), which amount represents the third-party donations to be received by Contractor for the Services during Fiscal Year 2017-2018. The Third-Party Donations shall be made payable to City and may be used by the TDC to offset the costs of the Services or for other uses in accordance with the Tourist Development Plan and TDC annual budget approved by City Council. In the event Contractor fails to pay to City the Third-Party Donations as provided in this section, the TDC in its sole discretion may reduce the

Maximum Indebtedness Amount by the Third-Party Donations and reduce the Scope of Work. Contractor agrees to promptly execute (within ten (10) days demand thereof) any necessary amendments to the Contract as may required by the TDC to reduce the Maximum Indebtedness Amount and the Scope of Work as provided in this section.

(c) Restrictions on Use of Funds. Unless otherwise approved by the TDC, Contractor shall not exceed the Tourist Development Plan component allocations shown on the City Council approved Tourist Development Council budget each fiscal year. Contractor shall use and expend City funds during the Term in strict compliance with the conditions, restrictions and provisions set forth in the Duval County Tourist Development Plan contained in Section 666.108, *Ordinance Code*, as amended, and Chapter 666, *Ordinance Code*, as amended.

6. Annual Budget Approval.

(a) Submittal; Approval. On January 22, 2018, Contractor submitted and presented a proposed annual budget based on the Maximum Indebtedness Amount in the format required under this section for Fiscal Year 2017-2018 to the Tourist Development Council for review and approval. The Tourist Development Council reviewed, modified as necessary, and approved Contractor's proposed annual budget for Fiscal Year 2017-2018 on January 22, 2018. Each fiscal year during the Term, Contractor shall present and submit to the Tourist Development Council a proposed detailed line item annual budget in June of each fiscal year for the upcoming fiscal year. Contractor's proposed annual budget shall be consistent with the Tourist Development Council's proposed budget for the upcoming fiscal year, the Comprehensive Tourist Information Bureau Operation Plan (defined below), and the Annual Tourist Information Bureau Operation Plan (defined below). The Tourist Development Council shall review, modify as necessary, and approve Contractor's proposed annual budget in July or August of each fiscal year, but in no event later than September 30th of each fiscal year. The Contractor's proposed annual budget as may be amended and approved by the Tourist Development Council shall be the "***Approved Annual Budget***". The Contractor shall provide the Services under this Contract in accordance with the Approved Annual Budget for each fiscal year.

(b) Budget Format. Contractor's proposed annual budget shall be in an acceptable format to the Tourist Development Council and the City Council auditor and shall set forth how funds provided under this Contract will be spent for the fiscal year. Each identified task in the Tourist Bureau component of the Tourist Development Plan listed in Section 666.108(b)(1)(i)-(iii), *Ordinance Code* (i.e., Visitor Centers, comprehensive listings and assembly of information) shall have its own identified budget line item or line items. Such budget shall also provide detailed comparisons regarding how the annual budget compares to each allocation identified in the proposed budget submitted in the Response. Furthermore, the budget shall clearly identify as to each task the allocation between direct overhead for salaries, facilities, equipment, etc; and number of employees and staff positions. The budget shall also include separate line items for the expenses that comprise the Monthly Overhead Expenses defined in Section 9 below. In addition to the foregoing proposed annual budget, the Contractor shall provide, as a separate attachment, supplemental information to the proposed annual budget ("***Supplement Budget Information Sheet***"). The Supplemental Budget Information Sheet shall include a distinct breakout of the following items which are acknowledged to be contained within the Tourist Bureau plan subpart components described above:

i. Amount of proposed annual budget allocated to travel, meal and entertainment expenses/reimbursement. Identify allocation between local travel and expenses versus out-of-county travel and expenses;
ii. Amount of proposed annual budget allocated to buildings and equipment and general overhead not including staffing;
iii. Amount of proposed annual budget allocated to staffing and number of employees by job category; and
iv. Allocation of proposed annual budget between purchased lists, databases and research.

Contractor shall also attach the proposed Annual Tourist Information Bureau Operation Plan to the proposed annual budget.

(c) Budget Amendments. Contractor may amend the Annual Approved Budget by transferring funds between established budget line items up to ten percent (10%) of each line item not to exceed a maximum cap amount per line item of $10,000.00 (the "***Budget Transfer Cap***"), without further approval by the TDC. Contractor may not transfer more than the Budget Transfer Cap between line items on the Annual Approved Budget without obtaining the prior approval of the TDC.

(d) City Council Approval. Contractor understands and acknowledges that funding under this Contract for the 2017-2018 fiscal year and subsequent fiscal years is contingent upon the City Council's approval and appropriation of the TDC Budget in the Annual Budget Ordinance. In the event City Council amends the TDC Budget during the annual budget ordinance process, Contractor shall revise the Approved Annual Budget and the Annual Tourist Information Bureau Operation Plan to be consistent with the City Council's approved Tourist Development Council budget and submit the revised Approved Annual Budget and the revised Annual Tourist Information Bureau Operation Plan to the Tourist Development Council for further review and approval by the Tourist Development Council.

(e) Budget Updates. The Contractor shall provide at each regular meeting of the Tourist Development Council an accounting for all Tourist Development Council monies held or expended during the current year through the preceding month.

7. **Comprehensive Tourist Information Bureau Operation Plan.** On January 22, 2018, Contractor submitted and presented to the Tourist Development Council for review a detailed three year master comprehensive plan for the operation of the Tourist Information Bureau Services (the "***Comprehensive Tourist Information Bureau Operation Plan***"). Unless modified by the TDC, the Comprehensive Tourist Information Bureau Operation Plan shall be consistent in strategy and allocation of resources with the Conceptual Tourist Information Bureau Operation Plan submitted in the Response. The Tourist Development Council reviewed and approved the Comprehensive Tourist Information Bureau Operation Plan on January 22, 2018. The Contractor shall implement the TDC approved Comprehensive Tourist Information Bureau Operation Plan during the Term and the approved Comprehensive Tourist Information Bureau Operation Plan shall be incorporated herein by reference and become a binding part of this Contract. Contractor shall not modify the Comprehensive

Tourist Information Bureau Operation Plan without first obtaining the approval of the Tourist Development Council.

8. Annual Tourist Information Bureau Operation Plan. On January 22, 2018, Contractor submitted and presented a proposed annual tourist information bureau operation plan in the format required under this Section for Fiscal Year 2017-2018 to the Tourist Development Council for review and approval. The Tourist Development Council reviewed, amended as necessary, and approved Contractor's proposed annual tourist information bureau operation plan for Fiscal Year 2017-2018 on January 22, 2018. Each fiscal year during the Term, Contractor shall submit a proposed Annual Tourist Information Bureau Operation Plan to be reviewed, modified as necessary, and approved by the Tourist Development Council in April of each fiscal year ("***Annual Tourist Information Bureau Operation Plan***"). The Annual Tourist Information Bureau Operation Plan shall incorporate any suggested improvements or tourist information bureau concerns contained in Contractor's Annual Performance Evaluation and shall be consistent with the Comprehensive Tourist Information Bureau Operation Plan. This annual plan shall include at a minimum:

i. A description of new kiosks and or visitor center facilities to be provided in the coming year, their locations, content, and anticipated number of visitor interactions at such locations;
ii. Any new media content or exhibits or the like to be provided at existing locations in the coming year to enhance the experience of visitors stopping by such locations;
iii. Any new research tools to be implemented in the coming year and any new research work products to be produced in the year;
iv. The number of new or enhanced attractions identified in the preceding year and strategy for locating and identifying additional attractions in the coming year;
v. A target for increased traffic at each visitor center and kiosk over the prior year and the strategy for directing/driving visitors to those facilities; and
vi. A strategy for correction of any deficiencies identified in visitor surveys collected during the preceding year.

9. Invoice and Payment.

(a) Monthly Overhead Expenses. The TDC shall pay Contractor for the budgeted overhead expenses on a monthly basis for the expenses incurred in the previous month. The monthly overhead expense line items identified on the Approved Annual Budget shall be initially paid by the TDC in eight payments ("***Monthly Overhead Expenses Payment(s)***") as shown on the Monthly Overhead Expenses Payment Schedule attached hereto as **Exhibit F-1**, which payment schedule is based on the encumbered amount of the Maximum Indebtedness Amount at the time of Contract execution. At such time that the Contingent Amount is lawfully appropriated for the uses described herein, the Monthly Overhead Expenses Payment Schedule attached hereto as **Exhibit F-2** shall automatically apply and become the operative payment schedule for purposes of this Contract without any further necessary action required by the parties. The payment schedules attached hereto as **Exhibit F-1** and **Exhibit F-2** are subject to such payments being adjusted and reduced as provided in this Section 9. Contractor shall within thirty (30) days receipt of each Monthly Overhead Expenses Payment provide the TDC with paid invoices and receipts, payroll registers evidencing employee salaries paid for the

previous month, and any other back-up documentation as requested by the TDC to evidence the overhead expenses incurred by Contractor for the previous month ("***Monthly Overhead Back-up Documentation***"). The TDC shall review, approve and reconcile the Monthly Overhead Back-up Documentation with the correlating Monthly Overhead Expenses Payment within forty-five (45) days receipt thereof ("***Post Payment Reconciliation***"). In the event that the Monthly Overhead Back-up Documentation totals an amount less than the correlating Monthly Overhead Expenses Payment, the TDC shall, at such time that the Post Payment Reconciliation is completed, adjust and reduce the next available unpaid Monthly Overhead Expenses Payment by such difference (i.e., Monthly Overhead Expenses Payment (-) the totaled amount evidenced by the Monthly Overhead Back-up Documentation = "x" difference). Any salary expenses included in the overall Monthly Overhead Expenses Payment shall only be for hired staff and shall not be for salary expenses associated with unfilled, vacant staff positions. Any salary expenses paid in the Monthly Overhead Expenses Amount for unfilled, vacant staff positions as discovered by the TDC in the Post Payment Reconciliation shall be deducted from the next available unpaid Monthly Overhead Expenses Payment. The final Monthly Overhead Expenses Payment under the Contract shall be withheld from Contractor until the Monthly Overhead Back-up Documentation due for any prior months has been received and reconciled by the TDC. The TDC shall reduce and deduct any overpayments made to Contractor by the TDC in the previous months or any other amounts owed by Contractor under this Contract from the final Monthly Overhead Expenses Payment under the Contract. In the event that the final Monthly Overhead Expenses Payment is less than any overpayments or other amounts owed by Contractor, the TDC shall notify the Contractor and Contractor shall have fifteen (15) days from receipt of the notice to make payment to the TDC for any amounts owed by Contractor as provided in the notice.

(b) Other Expenses. In addition to the payment procedures for the monthly overhead expenses provided in subsection (a) above, Contractor may submit up to two payment requests per month to the TDC for any expenses related to Services performed under the Contract consistent with the Approved Annual Budget. Contractor's payment request shall be submitted on the payment request form attached hereto as **Exhibit C** and shall include copies of unpaid or paid third-party invoices, bills, receipts, accounting back-up and such other requested documentation satisfactory to the TDC to allow and authorize payment under the Contract ("***Invoice Back-up Documentation***"). The TDC shall make payments to Contractor within forty-five (45) days after receipt of the payment request and Invoice Back-up Documentation. Contractor shall remit copies within thirty (30) days of Contractor's payment of all invoices and bills paid by Contractor that were submitted as unpaid invoices and bills in Contractor's Invoice Back-up Documentation. After Contractor receives payment under this Contract for any unpaid invoices, Contractor shall not cancel such contracts or Services without the prior approval of the TDC. If Contractor's TDC paid or reimbursed Services are canceled or not performed or satisfied for any reason, Contractor shall remit payment to the TDC within fifteen (15) days of the TDC's written demand for any paid but unperformed or canceled Services. Additionally, TDC shall have the right at its option to reduce or offset any unspent and undisbursed funds remaining under the Contract by any amounts owed by Contractor under this Contract.

(c) No Advance Funds; Other Provisions. No Tourist Development Council funds shall be advanced to Contractor prior to Contractor rendering Services. To the extent Contractor's fees

include reimbursement for travel or travel- related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, *Ordinance Code*, as may be amended. City's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services. City payments made pursuant to this Section shall be made to: Jacksonville and the Beaches Convention & Visitors Bureau, Inc., doing business as, Visit Jacksonville.

10. Annual Performance Evaluation; TDC's Right to Allocate or Reallocate Funding. The Tourist Development Council shall evaluate the Contractor's performance of the Scope of Work (the "***Annual Performance Evaluation***") in the first calendar year quarter (e.g., January-March) of each year of the Term based on the performance measures contained on **Exhibit B** attached hereto, and any other performance measures mutually agreed to between the Contractor and the TDC during the Term ("***Performance Measures***"). Notwithstanding, the first Contract year, each subsequent Annual Performance Evaluation shall be based on the previous twelve month period. The Annual Performance Evaluation for the first Contract year shall be based on the months from the Effective Date through the evaluation date in the first quarter. The Tourist Development Council in its sole discretion may use the information and results of each Annual Performance Evaluation to allocate funding to the Tourist Bureau plan component in the proposed TDC Budget for the upcoming fiscal year and reallocate funding from the Tourist Bureau plan component in the second and third quarters of the current fiscal year (e.g. April-September). Contractor's under or over performance under this Contract based on the Performance Measures may affect the TDC Budget allocations to the Tourist Bureau plan component during the Term. Nothing in this Section shall prevent the Tourist Development Council from exercising any other rights or remedies under this Contract, including termination and suspension of work, for Contractor's failure to perform the Scope of Work or comply with any Contract terms or conditions contained herein.

11. Intellectual Property Registrations. All trademarks created or used under this Contract shall be registered in the City's name. Within ten (10) days following the execution of this Contract, Contractor shall assign all of its right, title and interest to any existing trademarks registered in the Contractor's name as a result of having performed any services for the City under any prior contract between Contractor and City. Contractor shall execute a trademark assignment in favor of the City in a form to be approved and provided by the City for all such existing City trademarks registered in the Contractor's name. Contractor shall notify the Contract Manager within fourteen (14) business days of any new trademarks Contractor desires to use under this Contract for which registration is desired that must be registered by the City and the City shall work diligently with appropriate City personnel and legal counsel to register the trademarks.

All domain names created or used under this Contract shall name the City as the registrant contact and the Contractor as the administrative contact. Within ninety (90) days of the Effective Date, Contractor shall assign all registrant contact information and provide all access codes for any existing domain names registered in Contractor's name as a result of having performed any services for the City under the Prior Contract. Contractor shall provide updated registrant information to the City to evidence Contractor's compliance with this provision. Contractor shall notify the Contract Manager within fourteen (14) business days of the registration of any new domain names Contractor registers under this Contract.

All works of content to which copyright attaches that Contractor prepares under this Contract are works for hire, to the extent that term applies, and if not, the works were prepared under Contract to the City. All works of content prepared under this Contract for which Contractor, or the City, seeks registration with the United States Copyright Office must be in the name of the City. Contractor shall notify the Contract Manager within fourteen (14) business days of any new works of content Contractor desires to use under this Contract for which copyright registration is desired that must be registered by the City and the City shall work diligently with appropriate City personnel and legal counsel to register the copyrights. Contractor expressly agrees to and does assign all right, title, and interest in all works of content prepared under this Contract to the City for the purpose of copyright registration.

This Section 11 is supplemental to Sections 3.9 (Ownership of Works) and 3.10 (Intellectual Property) of **Exhibit E** attached hereto.

12. Use of City's Name in Business/Entity Names. By execution of this Contract, Visit Jacksonville acknowledges and agrees that City has granted Visit Jacksonville use of the name "Visit Jacksonville" and "Jacksonville and the Beaches Convention & Visitors Bureau, Inc." solely as a license right only and for the sole purpose of performing the Services under this Contract. At such time that the Contract terminates or expires, Visit Jacksonville agrees to immediately discontinue the use of the corporate name "Jacksonville and the Beaches Convention & Visitors Bureau, Inc." and the fictitious name "Visit Jacksonville" and agrees to execute all necessary documents required by the City and the Florida Division of Corporations to discontinue the use of these names. Upon termination or expiration of this Contract, Contractor shall not violate Section 601.405, *Ordinance Code*, regarding the false advertising or misuse of names to indicate City agency, nor Section 865.09, Florida Statutes.

13. Representations and Warranties. Without limiting the representations, warranties and covenants of Contractor set forth elsewhere in this Contract, as a material inducement for City to enter into this Contract, Contractor represents and warrants to City (and unless otherwise specified, such representations, warranties and covenants are true as of the Effective Date and shall continue and be effective during the term of this Contract as if continuously reiterated) that:

(a) Contractor is a Florida non-profit corporation duly incorporated and validly existing under the laws of the State of Florida and Section 501(c)(6) of the Internal Revenue Code. Contractor is authorized to conduct business and is in good standing in the State of Florida. Contractor has full power and authority (including the Contractor obtaining any and all required third party consents) to execute and deliver this Contract and all documents contemplated hereby, to perform its obligations arising hereunder and thereunder, and that the Contractor's entering into this Contract will not conflict with or result in a breach of any other agreement to which the Contractor is a party. The individuals signing on behalf of Contractor have full power and authority to do so and the Contractor shall promptly deliver to the City, upon request, all documents reasonably requested by the City to evidence such authority;

(b) The making, execution and delivery of this Contract and performance of all obligations hereunder by Contractor have been duly authorized and approved by the Board of Directors of Contractor;

(c) This Contract and all documents contemplated hereby each constitute a legal, valid and binding obligation of Contractor, enforceable in accordance with their respective terms, assuming execution of the same by City;

(d) This Contract and all documents contemplated hereby do not and will not contravene any provision of the governing documents of Contractor, any judgment, order, decree, writ or injunction to which Contractor is bound, or any provision of any applicable law or regulation to which Contractor is bound. The execution and delivery of this Contract and all documents contemplated hereby, and performance of its obligations hereunder and thereunder will not result in a breach of or constitute a default under any agreement or require the consent from any third party;

(e) Contractor and each of its general contractors, subcontractors, materialmen, laborers and other persons performing the Services hold all necessary licenses, permits and authorizations required by all applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the Services. Contractor shall promptly deliver to the City, upon request, all documents reasonably requested by the City to evidence such licenses, permits and authorizations; and

(f) Contractor has not employed or retained any third party having a relationship with City to solicit or secure this Contract and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Contract.

14. **Indemnity and Insurance Requirements**. Contractor shall adhere to the indemnity and insurance requirements set forth in the RFP and attached hereto as **Exhibit D-1** and **Exhibit D-2**, respectively.

15. **Other Contract Terms**. Contractor shall adhere to the General Terms and Conditions of Contract set forth in the RFP and attached to this Contract as **Exhibit E**.

16. **No Lien Affidavit; Conflict of Interest Forms**. The Contractor's executed Affidavit Regarding Payment of Taxes and Lien, the Conflict of Interest Certificate Regarding Business/Personal Relationships, and the Conflict of Interest Certificate Pursuant to Section 126.201, *Ordinance Code* (collectively, the "***RFP Forms***") included in the Response shall be ongoing and continuing representations and warranties from Contractor during the Term of this Contract. Contractor shall immediately notify the TDC of any material changes to the representations and warranties of Contractor contained in the RFP Forms and any material changes to the representations and warranties of Contractor contained in the RFP Forms shall constitute a breach of the Contract terms.

17. **Contractor's Governing Documents and Board Policies; Business/Personal Relationship Conflicts**. Contractor's articles of incorporation, bylaws, strategic plans and board policies (collectively, "***Governing Documents***") shall not be inconsistent with the terms and conditions of this Contract during the Term. To the extent that Contractor's Governing Documents

are inconsistent with this Contract, the terms and conditions of this Contract shall control and such inconsistent provisions in the Governing Documents shall be void and of no effect as applied to this Contract. During the Term, Contractor shall inform the City of any conflict of interest regarding business/personal relationships that require an affirmative response to any of the questions contained on Form 4 of the RFP.

18. **Contract Documents**. The RFP, this Contract and any subsequent amendments hereto, and the Response (as modified and accepted by the City) (collectively, the "***Contract Documents***") are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with tourism promotion industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the more specific provision rather than the general provision contained in the Contract Documents shall control. The Contract Documents form the entire agreement between City and Contractor by incorporation herein and are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties on which any party is entitled to rely upon and enforce against the other party except as specifically stated in the Contract Documents.

19. **Notices.** Any notice required or permitted by this Contract shall be given to the following representative of each party at the address set forth below, by hand delivery, by registered or certified mail, return receipt requested, by overnight mail or courier service, signed acknowledgment of receipt required. Notice shall be deemed as given on the day of receipt of the notice or communication, as indicated on the signed and dated receipt or acknowledgment, or on the date of hand delivery:

As to the City:

Duval County Tourist Development Council
117 West Duval Street, Suite 425
Jacksonville, FL 32202
Attn: Executive Director
(904) 630-7625
(904) 630-2906
Email: annetteh@coj.net

As to Contractor:

Jacksonville and the Beaches Convention & Visitors Bureau, Inc.
dba Visit Jacksonville
208 N. Laura St., Suite 102
Jacksonville, FL 32202
Attn: Board Chair
(800) 733-2668
(904) 798-9104
Email: bprescott@heritagecapitalgroup.com

20. **Contract Managers.** Each party will designate a Contract Manager during the Term whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant

to the terms of this Contract. As of the Effective Date, City's Contract Manager is Annette Hastings, 117 West Duval St., Suite 425, Jacksonville, FL 32202 and the Contractor's Contract Manager is Board Chair, Visit Jacksonville, 208 N. Laura St., Jacksonville, FL 32202. Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

21. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

22. Amendments. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

23. Counterparts. This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

CITY:

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry
Mayor

Countersigned by:

_____
Anna Lopez Brosche
Council President

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
CITY Contract Number:_____

Form Approved:

_____
Office of General Counsel

Contractor's signature page to Contract for Tourist Information Bureau Services –Duval County Tourist Development Plan.

CONTRACTOR:

JACKSONVILLE AND THE BEACHES CONVENTION & VISITORS BUREAU, INC. d/b/a VISIT JACKSONVILLE

By:_____

Print Name/Title:_____

Dated:_____

Exhibit A
Scope of Work

TOURIST INFORMATION BUREAU SERVICES

I. Tourist Information Bureau Services and Tourist Development Plan Requirements.

The City has a vast array of existing tourist attractions, activities, events and opportunities for visitors to enjoy, but many of these opportunities are unknown to visitors, information is poorly coordinated and disseminated, and there is not a centralized, continuously updated, comprehensive source for this information. Accordingly, the Contractor will serve as the City's premier expert on tourist attractions, activities and events, accommodations, and restaurants available to tourists who visit the City. Contractor will also serve as the provider of high quality broad based forward-facing services for leisure tourism. The Contractor shall establish, operate and staff the City's Tourist Bureau in accordance with Section 666.108(b)(1), *Ordinance Code*. The Tourist Information Bureau Services to be performed by a Contractor hereunder shall consist of the three functions outlined below and required under the Tourist Development Plan: 1) visitor centers; 2) comprehensive listings; and 3) assembly of available information. The total approved budget to perform the Tourist Bureau component of the Tourist Development Plan for Fiscal Year 2016-2017 is $315,000. The Tourist Development Plan provides a minimum budget of $300,000 for this component, and the budget for Fiscal Year 2017-2018, and future years, may be increased or decreased subject to the approval of the Tourist Development Council, appropriation by the Jacksonville City Council in the annual budget process, and the availability of funds.

During the Contract term, the Contractor shall perform the Tourist Bureau component services described in Section 666.108(b)(1), *Ordinance Code*, of the Tourist Development Plan, which provides as follows:

> *(1) Tourist Bureau.* This component shall require the establishment of a tourist bureau, which shall operate and serve as the City's premier expert on tourist attractions, activities and events, accommodations, and restaurants available to tourists who visit the City, which includes Atlantic Beach, Neptune Beach, Jacksonville Beach (collectively, the "Beaches") and the town of Baldwin. Such tourist bureau shall provide the following services:
>
> (i) *Visitor Centers.* The establishment, operation and staffing of a visitor kiosk at the Jacksonville Airport, at least one visitor center in Downtown Jacksonville, and one visitor center in the Atlantic, Neptune and Jacksonville Beaches area (individually and collectively, the "Visitor Center" or "Visitor Centers"). Each Visitor Center shall be open a minimum of 50 hours per week, including both Saturday and Sunday for a minimum of five hours each day. The Visitor Centers shall be located so as to maximize visibility and accessibility by tourists and preference shall be given to use of City-owned property for such purpose. Signage on the Interstate directing tourists to the Visitor Center shall be pursued

and installed. Supplemental unstaffed kiosks at strategic tourist attractions shall be pursued;

(ii) *Comprehensive listings.* The establishment of continually updated comprehensive and all-inclusive listings of all public and private museums including library special collections; guided tours; event listings at all City-owned facilities such as the arena, performing arts center, baseball grounds, stadium and other City-owned venues; other events and activities submitted to the website host which are open to the public; golf courses and other sports facilities open to the public; activity rentals (bicycle, kayak, power boats, etc.); charter fishing captains; manufacturing facility tours; links to Jacksonville Parks, Libraries and other public facilities offered within the City of Jacksonville; hotels, motels, bed and breakfasts and other accommodations; restaurants, bars, clubs, and similar food and entertainment establishments; and other similar listings of tourist oriented facilities and activities. Such listings may not show preference to, or otherwise emphasize, any particular event or service provider. This service shall also include a pro-active development of such listings by reaching out to a wide spectrum of community organizations and resources to ascertain the activities, facilities, and events currently available, and such activity shall be an on-going and continuous effort to ascertain all that the City has to offer tourists. While some listings may be acquired by the purchase of prepared lists, others will require in-house research and creation; and

(iii) *Assembly of available information.* The assembly of available information on, or creation of new running routes/trails; bicycling tour routes; scenic walks; historic walking tours; tourist attraction and activity locations; public docks, boat ramps, non-motorized launches and waterfront facilities accessible to those on the water such as restaurants with docks, etc., and such other maps and guides that identify attributes of the City for which tourists commonly search.

Contractor shall strictly adhere to Chapter 666, Ordinance Code, as amended, and the Tourist Development Plan provided therein, as may be amended.

II. <u>Additional Deliverables and Contract Requirements</u>.

In addition to the services and deliverables identified in Section I above, the Contractor shall provide and adhere to the following deliverables and contract requirements listed below during the Contract term. For purposes of this **<u>Exhibit A</u>**, the defined terms "Visitor Center" and "Visitor Kiosk" and "Visitor" shall have the following physical qualities, characteristics and attributes described below:

(i) "*Visitor Center*" - A physical place located at ground level where tourists, business travelers, conventioneers, and other visitors can ask questions, orient themselves, meet for tours, and obtain information about the local vicinity. A

Visitor Center not only contains print and electronic information such as brochures and searchable interactive databases of events, activities, points of interest and attractions, lodging and dining, tours, and maps but is also staffed with knowledgeable personnel who can answer questions, assist with reservations, and provide tips to enhance the visitor experience. A visitor center should include in-depth educational exhibits and artifact displays (for example, about natural or cultural history). Often a film or other media display is used. The Visitor Center should provide an experience and tell the story of the place it represents. The Visitor Center should serve as the location where guided tours are coordinated and audio tours, unguided tour maps and similar information is made available to tourists. The Visitor Centers should strive to become destinations and experiences in their own right.

(ii) "*Visitor kiosk*" - a small structure protected from the elements such as; a hut, booth, or cubicle containing brochure displays, or electronic displays and interactive devices; and which provides a wide array of information to tourists on local attractions, events, accommodations, restaurants, tourist facilities as well as local points of interest, and local maps. Electronic kiosks should include interactive capabilities allowing visitors to make reservations, book tours, etc. and contact a live representative to answer questions.

(iii) "*Visitor*" – shall have the same meaning as the term "*tourist*" as defined in 666.104(g), *Ordinance Code*, which means a person who participates in trade or recreation activities outside the county of his or her permanent residence or who rents or leases transient accommodations as described in F.S. § 125.0104(3)(a), or such other meaning as may be given under F.S. § 125.0104, as amended.

A. <u>Visitor Center</u>.

The Contractor shall perform the following additional services regarding the Visitor Centers and Visitor Kiosks:

1. Provide supplemental unstaffed Visitor Kiosks, in addition to the required Visitor Centers and airport Visitor Kiosk under Section 666.108(b)(1), Ordinance Code, at strategic tourist attractions, the location of which shall be approved by the Tourist Development Council;

2. As may be permitted by law, install signage on the Interstates and main traffic arteries directing tourists to the Visitor Center(s). Within three (3) months of the contract award, the Contractor shall provide a timeline to the Tourist Development Council regarding the necessary applications, meetings, and issues to be resolved in completion of this deliverable;

3. Maintain tourist information at the I-95 Welcome Station and provide such staffing as may be allowed by Visit Florida at the Welcome center;

4. Provide a staffed Tourist Bureau kiosk or booth at all Tourist Development Council designated signature events. As of the Contract date, the Tourist Development Council designated signature events are: Jacksonville Jazz Festival, Florida Georgia football game, TaxSlayer Bowl and the Tournament Players Championship;

5. Enhance the visitor experience at Visitor Centers and Visitor Kiosks through educational or cultural exhibits, films or media displays, etc.; provide increased hours; enhanced facilities, or additional kiosks within the allotted budget as described in the Conceptual Tourist Bureau Operation Plan;

6. Increase signage, way-finding, and visibility of tourist attractions, venues and points of interest within the allotted budget as described in the Tourist Information Bureau Operation Plan;

7. Fulfill Visitor magazine and brochure requests submitted by mail, phone or email to the Tourist Bureau, or through the official City tourism website, social media, or app(s);

8. Recommend events and attractions to tourists based on past tourist experience reviews and the Tourist Bureau's knowledge and evaluation of such attractions;

9. Provide tourists with suggested day tours by geographic areas of the City and by subject areas of interest (i.e., history, water sports, culture);

10. Recommend enhanced tourist experiences surrounding existing attractions to tourists; and

11. Assist tourists by packaging tourist attractions and events to increase tourist awareness and enhance the experience of tourists who visit such attractions and events.

The Visitor Center and Visitor Kiosk required under Section 666.108(b)(1) shall be staffed. Additionally, Contractor shall have the location of all Visitor Centers and Visitor Kiosks approved in advance by the Tourist Development Council. If any Visitor Center or Visitor Kiosk operated by Contractor is shared with other jurisdictions, or any specific tourist attractions or accommodations wishing to utilize space to advertise their events or facilities outside Duval County/the City, any such shared arrangements including shared costs and full operating budgets shall be pre-approved by the Tourist Development Council. Contractor shall ensure that any of its employees working in a facility shared with other entities shall possess comprehensive knowledge of all Jacksonville tourist attractions, events and facilities and the space within such facility shall be allocated equitably based on the shared cost arrangement. Contractor will use, distribute and display the advertising and marketing materials within the Visitor Kiosks and Visitor Centers that are created, developed and provided by the City's contractor performing the Marketing Services (the "City Marketing Agency") described in

Section 666.108(b)(2), Ordinance Code, and Contractor will coordinate with the City Marketing Agency in obtaining such materials.

B. Comprehensive Listings.

The comprehensive listings required by Contractor in Section 666.108(b)(1)(ii), *Ordinance Code*, shall also include tour guide or sightseeing services and electronic links to state and national parks within the City. The comprehensive listings required hereunder shall be maintained electronically and sortable by geographical area, subject matter areas of interest and "star" rating as to hotels, restaurants, etc. Such listings may not show preference to, or otherwise emphasize, any particular event or service provider and shall be non-commissionable. Contractor shall assemble and continuously update and maintain an electronic: (i) hotel-motel directory including a map with way-finding capability; (ii) food service/restaurant directory including a map with way-finding capability; and (iii) directory of tours operators and travel agents. Contractor shall provide the City Marketing Agency with the comprehensive listings required by Contractor hereunder for the City Marketing Agency to use on the City's tourism website and perform the Marketing Services described in Section 666.108(b)(2), Ordinance Code. The City Marketing Agency will be responsible for creating and maintaining the City's tourism website, but Contractor acknowledges that such website shall be based in part on the comprehensive listings and assembly of information provided by Contractor hereunder. The Comprehensive listings required in this Section and under Section 666.108(b)(1)(ii) shall be completed by the Contractor on or before September 30, 2018 and continuously maintained and updated thereafter during the Term.

C. Assembly of Information.

Contractor shall provide such additional services in the compilation of listings, assembly of available electronic and print information on existing tourist attractions and engage in such additional pro-active activities to identify existing facilities or points of interest that could be potential attractions within the allotted budget as described in the Tourist Information Bureau Operation Plan. In addition to assembling available information, Contractor shall also identify for the Tourist Development Council where new information is needed on running routes/trails; bicycling tour routes; scenic walks; historic walking tours; tourist attraction and activity locations; public docks, boat ramps, non-motorized launches and waterfront facilities accessible to those on the water such as restaurants with docks, etc. Contractor shall research and create enhanced tourist experiences surrounding existing attractions. Contractor shall assist in the assembly and packaging of tourist attractions and events to increase tourist awareness and enhance the experience of tourists who visit such attractions and events. Contractor shall research and assemble suggested day tours by geographic areas of the City and by subject areas of interest (i.e., history, water sports, culture). Contractor shall provide the City Marketing Agency with the information assembled by Contractor hereunder for the City Marketing Agency to use on the City's tourism website and perform the Marketing Services described in Section 666.108(b)(2), Ordinance Code.

D. Financial Audit.

The Contractor shall provide for an annual financial audit of the contract and Tourist Development Council funded accounts, together with an accounting of any outside funds received and their source (i) if any of such funds are used to offset the cost of providing any of the services provided under the RFP; or (ii) if any such funds are used to provide a service in partnership or cooperation with other jurisdictions or entities.

E. Reporting and Attendance at Tourist Development Council Meetings.

Contractor shall report quarterly to the Tourist Development Council and such report shall include the efforts made by Contractor in the preceding quarter to expand the number and quality of unstaffed kiosks pursuant to Section II.A.1 above and the results were achieved. Contractor shall provide regular progress updates at each Tourist Development Council meeting on the signage installation requirement in Section II.A.2 until such signage is installed. The Contractor shall provide an annual update to the Tourist Development Council regarding the full range of services provided at each Visitor Kiosk and Visitor Center, number of Visitors served in what capacity and recommendations for improvements in service. All such reports and updates required in this subsection shall be in writing.

Additionally, Contractor shall provide demonstrable evidence such as a demonstration of the database functionality and a presentation by Visitor Center staff regarding recommended tours and visitor experiences to the Tourist Development Council no less often than annually demonstrating the breadth, accuracy and scope of the bureau's database and depth of knowledge possessed by the bureau regarding existing tourist facilities, programs, events and points of interest. The Tourist Development Council shall annually review the level of service provided for the Tourist Bureau, and offer suggestions and set goals for improvement, if needed.

Contractor shall attend all regular Tourist Development Council meetings and, upon request, any special Tourist Development Council meetings.

F. Support Services.

Contractor shall provide or cause to be provided support services and follow-up services for the Tourist Development Council with respect to events, projects or activities approved by the Tourist Development Council when requested to do so by the Tourist Development Council and which are part of the Tourist Information Bureau Operation Plan above, provided the request does not exceed the approved budget for such services.

G. Contractor Offices.

Contractor must have a staffed office in Jacksonville or establish a staffed office in Jacksonville within 30 days of the Effective Date, out of which office all Services shall be performed.

H. Travel Policy.

Contractor shall adhere to the Travel Policy set forth in 'Attachment H' of the RFP, as such policy may be amended. Contractor shall not be reimbursed for any travel expenses associated with travel within the City, including but not limited to, travel to and from Tourist Development Council meetings and parking downtown. Contractor is only permitted to travel in the continental United States. Contractor shall not be reimbursed expenses for meals or entertainment with Tourist Development Council members, City Council or City employees.

I. Open Meetings Law and Public Records Requirements.

City has determined that it is in the best interest of the public that Contractor provides the Services for the Tourist Bureau Component in an open and transparent manner. Accordingly, for purposes of the Contract, the Contractor shall be treated like a public agency for purposes of Florida's Open Meetings Law and Public Records Requirements. As such, the Contractor shall be obligated by contract to adhere to the Open Meetings Law and Public Records Requirements contained in 'Attachment G' of the RFP in the performance of the Tourist Bureau Services.

J. Personnel/Volunteer Background Screenings.

Contractor shall adhere to the Personnel/Volunteer Background Screenings Policy contained in 'Attachment I' of the RFP.

K. Capital Improvements; Equipment Purchases.

Contractor's capital improvement projects and equipment purchases, including labor, materials and supplies, related to the Scope of Services described herein, including but not limited to, the installation and construction of signage, Visitor Centers or Visitor Kiosks, must be pre-approved by the Tourist Development Council and constructed and purchased in accordance with applicable City standards, ordinance code provisions and such other rules and regulations as may be required by the Tourist Development Council. The ownership of all capital improvements and equipment shall automatically vest in the City upon the expiration or termination of this Contract. Contractor agrees to execute any necessary transfer documents upon the expiration or termination of this Contract to ensure the City's ownership interest in said property.

Exhibit B
Performance Measurements

The Tourist Development Council shall use the following performance measures to evaluate Contractor's performance under this Contract. The Tourist Development Council in its sole discretion shall weight each of the performance measures below in the Annual Performance Evaluation as it deems appropriate.

Overall Contract Performance Measures for the Tourist Information Bureau:

- An annual 5% increase in the total visitors to each individual visitor center
  - Fiscal Year 2016-17 Final numbers = 297,952 total interactions (includes in-person interactions within a visitor center, emails and phone call from potential visitors, in-person interactions at special events)
  - Total In-person visitors to a center = 279,488
  - 2017-2018 FY GOAL: 308,462 in-person interactions

VISITOR CENTER	**16-17 Total Interactions**	**16-17 Total In-person visitors**	**17-18 Goal In-person Visitors**
Airport	159,206	149,809	157,299
Beaches	--	--	15,000
Downtown	34,967	25,900	27,195
VISIT FLORIDA	103,779	103,779	108,968
TOTAL:	**297,952**	**279,488**	**308,462**

- By the end of the 2017-2018 Fiscal Year, Contractor will comply with the comprehensive listings requirements in 666.108 (b)(1)(ii):
  - (ii) *Comprehensive listings.* The establishment of continually updated comprehensive and all-inclusive listings of all: public and private museums including library special collections; guided tours; event listings at all City-owned facilities such as the arena, performing arts center, baseball grounds, stadium and other City-owned venues; other events and activities submitted to the website host which are open to the public; golf courses and other sports facilities open to the public; activity rentals (bicycle, kayak, power boats, etc.); charter fishing captains; manufacturing facility tours; links to Jacksonville Parks, Libraries and other public facilities offered within the City of Jacksonville; hotels, motels, bed and breakfasts and other accommodations; restaurants, bars, clubs, and similar food and entertainment establishments, and other similar listings of tourist oriented facilities and activities.
- Other metrics that will be tracked and reported quarterly include:
  - Total visitor magazines distributed
  - Total referrals to tourism businesses from visitor center employees
  - Total listings added/removed from database
- Other requirements included in the Annual Tourist Information Bureau Operation Plan

Exhibit C
Payment Request Form

Name: _____ Request # _____
_____ Contract #_____
Address: _____
Jacksonville, FL 32202 Date Submitted _____
Phone# (904) _____
Tax ID #: _____

1. Contract funds received to date: $_____
2. Contract funds disbursed to date: $_____
3. Contract funds previously requested but not yet received: $_____
4. Amount of this request $_____

If line 2 does not equal line 1, please explain: _____
_____
_____

Line Item & Description	Budget	Amount Received to Date	Amount of this Request	Remaining Balance
TOTAL	**$0**	**$**	**$**	**$**

Comments: _____
_____
_____
_____

Bank: _____ Account #_____

I certify that the data reported above is correct and the amount of the cash requested does not exceed current needs.
Signed: _____

Print Name: _____

Title: _____

Exhibit D-1

INDEMNIFICATION REQUIREMENTS

Contractor and its subsidiaries (collectively, the "Indemnifying Parties") shall (and shall require all subcontractors of any tier to) hold harmless, indemnify, and defend the consolidated government of the City of Jacksonville, Florida, exercising its powers as a county ("City") and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, loss of personal information, or personally identifiable information (PII), whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to City, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full

force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Exhibit D-2
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability $1,000,000 per Claim and Aggregate
(Including Media Professional)

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to the City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished

by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Contractor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Contractor shall present this Contract and Exhibits D-1 and D-2 to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

Exhibit E
Other Contract Terms and Conditions

3.1. Provision of Services. Contractor shall provide City with all of the services and deliverables described in the RFP, the Response and the resulting Contract (collectively, the "Services"). If any services, functions or responsibilities are not specifically described in the RFP, the Response or the resulting Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

3.2. Relationship of the Parties. In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not an employee, partner, joint venture or associate of City. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract. This Contract is for the benefit of Duval County and the Tourist Development Council. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Contract.

3.3. City's Right to Make Changes. City may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. City will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

3.4. Service Warranties. Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with City for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by City shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well.

The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Service that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or (iii) to any use of the Service in a manner or for any purpose other than those contemplated in the Contract. **EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S WARRANTIES EXTEND SOLELY TO BUYER.**

3.5. City Will Assist Contractor. At Contractor's request, City will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. City will also designate a Contract Manager who will, on behalf of City, work with Contractor and administer the Contract in accordance with its terms.

3.6. Location Requirements for Services. All Services shall be performed within Duval County, Florida. These restrictions may be modified in writing if City determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract. See the Scope of Services in this Contract for restrictions regarding the Contractor's location requirements for the performance of Services.

3.7. Use of Subcontractors; Flow-Down Provisions. Except to the extent the use of subcontractors is disclosed in the Response or consented to in writing by City, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

3.8. Meetings and Reports. Contractor must attend all regularly scheduled Tourist Development Council meetings and, upon request by the City, any special Tourist Development Council meetings. Additionally, Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by City and Contractor can reasonably schedule its appearance. Contractor shall provide a written monthly report summarizing Contractor's performance and any deliverables that Contractor is required to report or update the TDC as required in the Scope of Services in this Contract. Contractor shall provide other periodic written or oral reports respecting the Services as City reasonably requests.

3.9. Ownership of Works.

(a) As used in Sections 3.9 and 3.10, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, service mark or trademark, domain name, uniform resource locator (URL), internet protocol (IP) address, social media name and page, data, database, and memorandum of every description, shared with or delivered to City pursuant to the Contract.

(b) With the exception of Contractor's pre-existing intellectual property and third-party intellectual property as described in Section 3.10 below, City shall from inception own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, mobile and desktop resident applications, reports, deliverables, domain names,

uniform resource locators, internet protocol addresses, social media pages and postings, website login information, trademarks, service marks, fictitious names, patentable items and patents, later developed types and forms of tangible or intangible matter, and other work product developed by Contractor specifically for City in connection with the Contract, and all derivative works relating to the foregoing. The use of these Works in any manner by City shall not support any claim by Contractor for additional compensation.

(c) Any software, report, deliverable, or work product as used in connection with a Work, but previously developed by Contractor specifically for other customers of Contractor or previously developed for the express purpose of providing substantially similar services to other Contractor customers, generally shall be considered a "pre-existing work", so long as the foregoing are not first conceived of or reduced to practice as part of any Work. All Works developed under the Contract exclusive only of Contractor's pre-existing work or permitted third-party intellectual property are the property of City, without further consideration or the need for a separate document assigning ownership. Notwithstanding the foregoing, Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as City may reasonably request, to perfect or evidence City's ownership of the Work. Contractor hereby appoints City as Contractor's attorney-in-fact for the purpose of executing any documents or taking any other actions to effect City's ownership of each Work.

(d) Contractor will coordinate with City with respect to all uses, potential registrations, and registrations of all service marks, trademarks, trade dress, copyrights, patents, domain names, uniform resource locators, websites, webpages, social media accounts, later developed social media platforms and methods developed under the Contract to ensure City's ownership of the foregoing.

3.10. <u>Intellectual Property</u>.

(a) City grants to Contractor a royalty free and fully paid-up license to use (and such license includes a right to copy, modify and create derivative works from the subject matter of the grant) for the purpose of providing services under the Contact to City, any authorized subdivision or affiliate of City, or any third-party subject to City having provided prior express written consent to the third-party's use of the material at issue. Contractor's license and right to use any of the Works shall run concurrently with the term of the Contract. The extent of Contractor's right to sublicense any Work is limited to Contractor's performance under the Contract.

(b) If the Work contains, has embedded in, or requires for the use of, any third-party intellectual property, or if the third-party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for City an irrevocable, perpetual, royalty free and fully paid-up right to use all third-party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third-party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third-party

service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should City, or any third party obtaining such Work through City, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at City's and such third party's sole risk.

3.11. Software Development Processes and Standards. To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially-accepted software development and documentation processes and standards.

3.12. Limitation of Warranty for City-Furnished Software. In lieu of any other warranty expressed or implied herein, City warrants that any programming aids and software packages supplied for Contractor use as City-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by City from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should City furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify City and supply documentation regarding any defects and their effect on progress on the Contract. City will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the City-furnished property in accordance with the procedures provided for in Section 3.3 above ("City's Right to Make Changes").

3.13. Loss of Data. If any City data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by City. This remedy shall be in addition to any other remedy City may be entitled to by law or the Contract.

3.14. Purchase Orders. If the Contract requires a Service to be ordered by City via purchase order, Contractor shall not deliver or furnish the Service until a City transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by City directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to City.

3.15. Best Pricing for Comparable Services to Other Government Entities. Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. City may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

3.16. Invoicing and Payment.

See Section 9 of this Contract for the invoicing and payment provisions.

3.17. Taxes. City is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to City.

3.18. Right of Setoff. City may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by City (or any other local government entity or authority located in Duval County, Florida) against Contractor.

3.19. Retention of Records / Audits.

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to City. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by City (including City's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge City for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and City shall be permitted to bring its photocopying equipment if City so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by City, and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit City to interview any of Contractor's employees, subcontractors and subcontractor employees to assure City of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or City is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge City for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of City, deficient, City will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to City, said corrective plan within ten (10) days of receiving City's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after City's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse City for the reasonable costs of investigation incurred by City for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

3.20. Indemnification. Contractor shall adhere to the indemnification requirements contained on **Exhibit D-1** attached hereto during the term of the Contract.

3.21 Insurance. Contractor shall adhere to the insurance requirements contained on **Exhibit D-2** attached hereto during the term of the Contract.

3.22. City's Right to Suspend Work. City may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, City shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

3.23. City's Right to Terminate for Convenience. City reserves the right to terminate the Contract or any of its components at any time and for any reason by giving written notice to Contractor. If the Contract is terminated for convenience as provided herein, City will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to the City after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that City's payment for Services forms the consideration for Contractor not having this right. In the event of City's termination of the Contract, City (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section 3.26 below.

3.24. City's Remedies Upon Contractor Default. Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services in accordance with the Contract terms, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. City may extend the 10-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in its Response, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector.

Upon an "Event of Default" on the part of Contractor, City will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any reprocurement costs and delay damages. The rights and remedies available to City under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

3.25. Contractor Remedies Upon City Default. City shall be in default if City fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of City's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. **Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages.** The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

3.26. Transition Services. At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), City may request Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide such Transition Assistance until such time as City notifies Contractor that City no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either City itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by City, those third parties shall cooperate with

Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to City. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if City terminates the Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to City, and (ii) City will be entitled to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if City does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of the Contract.

3.27. Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify City in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, City will give Contractor a reasonable extension of time to perform; provided, however, that City may elect to terminate the Contract in whole or in part if City determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to City. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against City. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

3.28. No Waiver. The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, City's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of City's right to insist upon strict performance hereof.

3.29. Qualification of Contractor Employees, Subcontractors, and Agents. All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of City and with all controlling laws and regulations relevant to the services they are providing under the Contract.

City may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. City may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of City. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than City.

As a condition to providing services to City, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to City upon request.

3.30. Security Procedures. Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida, including without limitation Section 501.171, Florida Statutes, and City regarding the security of personal information and personally identifiable information (PII) in performance of the Contract. City agrees that any security procedures imposed by City specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

3.31. Restrictions on the Use or Disclosure of City's Information. Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of City. At City's request, all information furnished by City not otherwise required by the Contract to be returned will be returned to City upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on City's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

3.32. Protection of Contractor's Trade Secrets and Other Confidential Information. All documents received by City in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to City. City agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, City may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

3.33. Assignment. Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Contractor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under the Contract without the prior written consent of City. In the event of any assignment, Contractor shall remain liable for performance of the Contract unless City expressly waives such liability. City may assign the Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of City.

3.34. Notice and Approval of Changes in Ownership. Because the award of the Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require City's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

3.35. Assignment of Antitrust Claims. Contractor and City recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by City. Therefore, Contractor hereby assigns to City any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

3.36. Equal Employment Opportunity. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to City.

3.37. Other Non-Discrimination Provisions. As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain

compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

3.38. <u>Prompt Payment to Subcontractors and Suppliers</u>. The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Contractor does not use JSEB subcontractors, as identified below, this Section 3.38 shall not apply:

(a) *Generally*. When Contractor receives payment from City for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from City. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the City and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to City and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from City. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation*. Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB"), as defined therein, their pro rata share of their earned portion of the progress payments made by City under the Contract within seven (7) business days after Contractor's receipt of payment from City (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to City, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's from all prior payments Contractor has received from City. Contractor shall not unreasonably withhold payments to certified JSEB's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's, which payment has been made by City to Contractor, Contractor shall return said payment to City. Contractor shall provide notice to City and to the certified JSEB's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to City and said JSEB's within five (5) calendar days after Contractor's receipt of payment from City. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's within seven (7) business days shall be a breach of the Contract, compensable by one per-cent (1%) of the outstanding invoice being withheld by City, not as a penalty, but as liquidated damages to compensate for the additional contract administration by City.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between City and any subcontractor, supplier, JSEB or any third party or create any City liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to City. As a result of said breach, City, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126 of the Jacksonville Ordinance Code for JSEB's and in Chapter 218, Florida Statutes, for non-JSEB's, whichever is greater.

3.39. Conflicts of Interest. Contractor acknowledges that Section 126.112 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

3.40. Contingent Fees Prohibited. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona- fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, City shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

3.41. Truth in Negotiation Certificate. The execution of the Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where City determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

3.42. Compliance with Applicable Laws. Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, and which are incorporated herein by reference, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Open Meetings Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code);

- Chapter 666, Jacksonville Ordinance Code (the Duval County Tourist Development Plan);
- Section 125.0104, Florida Statutes (Tourist Development Tax); and
- All licensing and certification requirements applicable to performing the Services.

City has determined that it is in the best interest of the public that Contractor provides the Services in an open and transparent manner. Accordingly, for purposes of the Contract, Contractor shall be treated like a public agency for purposes of Florida's Public Records and Sunshine Law requirements. As such, Contractor shall adhere to Florida's Public Records Law, Section 119.0701, Florida Statutes, and the Open Meetings Law and Public Records Requirements contained on 'Attachment G' of the RFP in the performance of Services for these Components.

3.43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between City and Contractor, and City shall not be a party to such transactions.

3.44. Warranty of Ability to Perform. Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify City in writing if its ability to perform is compromised in any manner during the term of the Contract.

3.45. Warranty of Authority to Sign Contract; License to Do Business in Florida. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract. As applicable, Contractor shall be licensed to do business in the State of Florida during the Contract term and, prior to Contract execution, will provide the City with a good standing certificate from the Florida Department of State, Divisions of Corporations.

3.46. Governing State Law/Severability/Venue/Waiver of Jury Trial. The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

All Attachments and executed Forms by Contractor are incorporated herein by reference.

3.47. Availability of Funds. The obligations of City under the Contract are subject to the availability of funds lawfully appropriated annually for its purposes by the Council of the City of Jacksonville and in the event funds are not available, the Contract may be canceled or terminated without penalty by City by giving thirty (30) days written notice of such cancellation or termination, such notice to be signed by the Mayor and Corporation Secretary, and be delivered as provided herein.

3.48. Personnel/Volunteer Policies. In addition to all other applicable personnel/volunteer policies of Contractor, including any policies contained in Contractor's Response to the RFP. Contractor shall perform at a minimum a "Level 2" background screening standards on all Contractor's employees and volunteers used by Contractor to perform the Services. Such "Level 2" background screening shall be consistent with the City's Employee Services Department employee and volunteer policy and Section 435.04, Florida Statutes.

3.49. Return of City Funds. Contractor shall return any unspent and uncommitted City funds in Contractor's possession at the expiration or termination of this Contract.

3.50. Reconciliation/True-up of City Funds. City may make a written request at any time during the Contract term to Contractor for a reconciliation and true-up of Contractor's expenses paid by City under this Contract. Upon receipt of such request, Contractor shall provide City with copies of invoices, receipts, and all other supporting documentation as requested by City to assist the City in the reconciliation and true-up of prior City payments to Contractor. Contractor shall pay City any amounts owed by Contractor based on the reconciliation/true-up within fifteen (15) days receipt of City's written notice to Contractor regarding such amounts. Alternatively, in lieu of a payment from Contractor, City may reduce or offset any unspent and undisbursed funds remaining under the Contract at the time of the reconciliation/true-up by any amounts owed by Contractor under this Contract.

Exhibit F-1*

PAYMENT SCHEDULE FOR MONTHLY OVERHEAD EXPENSES

Below is the Payment Schedule for the Monthly Overhead Expenses for Fiscal Year 2017-2018, subject to the adjustments and reductions as set forth in Section 9 (Invoice and Payment) of this Contract. Payment shall be made based on the previous month's expenses in accordance with Section 9 of this Contract. This Payment Schedule is based on an encumbrance amount of $239,544.00 as referenced in Section 5(a) of this Contract. At such time that the Contingent Amount (referenced in Section 5(a) of the Contract) is lawfully appropriated for the uses described in this Contract, this Payment Schedule shall no longer apply and the Payment Schedule on **Exhibit F-2** shall control.

PAYMENT DATE	PAYMENT AMOUNT
February 28, 2018	$29,943.00
March 31, 2018	$29,943.00
April 30, 2018	$29,943.00
May 31, 2018	$29,943.00
June 30, 2018	$29,943.00
July 31, 2018	$29,943.00
August 31, 2018	$29,943.00
September 30, 2018	$29,943.00
TOTAL	**$239,544.00**

*The parties acknowledge and agree that this exhibit may be modified by the parties at such time that the TDC approves Contractor's alternative annual budget based on the Contract encumbrance amount of $239,544.00.

Exhibit F-2

PAYMENT SCHEDULE FOR MONTHLY OVERHEAD EXPENSES

Below is the Payment Schedule for the Monthly Overhead Expenses for Fiscal Year 2017-2018, subject to the adjustments and reductions as set forth in Section 9 (Invoice and Payment) of this Contract. Payment shall be made based on the previous month's expenses in accordance with Section 9 of this Contract. This Payment Schedule is based on the Maximum Indebtedness Amount of $265,611.00 provided in Section 5(a) of this Contract. At such time that the Contingent Amount (referenced in Section 5(a) of the Contract) is lawfully appropriated for the uses described in this Contract, the Payment Schedule on **Exhibit F-1** shall no longer apply and the Payment Schedule on this **Exhibit F-2** shall control.

PAYMENT DATE	PAYMENT AMOUNT
February 28, 2018	$29,943.00
March 31, 2018	$30,793.00
April 30, 2018	$30,368.00
May 31, 2018	$30,368.00
June 30, 2018	$30,368.00
July 31, 2018	$30,368.00
August 31, 2018	$30,368.00
September 30, 2018	$30,368.00
TOTAL	**$242,944.00**

The Finance Committee offers the following Substitute to File No. 2017-850:

Introduced by Council Member Boyer:

ORDINANCE 2017-850

AN ORDINANCE APPROPRIATING $100,000 FROM THE TOURIST DEVELOPMENT COUNCIL CONTINGENCY ACCOUNT TO PROVIDE ADDITIONAL FUNDING FOR THE TOURIST DEVELOPMENT COUNCIL ("TDC") TOURIST MARKETING FOR FISCAL YEAR 2017-2018; PURPOSE; AMENDING THE TDC FISCAL YEAR 2017-2018 BUDGET BY SUBSTITUTING IN THE PLACE OF THE SCHEDULE W APPROVED BY ORDINANCE 2017-504-E, A REVISED SCHEDULE W, WHICH AMENDS SEVERAL BUDGET LINE ITEMS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tourist Development Council ("TDC") budget for fiscal year 2017-2018 ("FY 2017-2018 Budget"), attached to the annual budget ordinance as "Schedule W" was approved by the City Council pursuant to Ordinance 2017-504-E; and

WHEREAS, the TDC at its regular quarterly meeting on November 16, 2017 ("November TDC Meeting"), amended the marketing and convention sales budget line items of the TDC FY 2017-2018 Budget to be consistent with several TDC approved procurement services contract amounts; and

WHEREAS, subsequent to the November TDC Meeting, the TDC (pursuant to the minutes made at its special meeting on January 22, 2018, as set forth in composite materials placed **on file** with the Legislative Services Division) approved additional amendments to

its FY 2017-2018 Budget to provide additional funding to support the tourist bureau services contract for fiscal year 2017-2018;

WHEREAS, the TDC at its January special meeting approved a recommendation to City Council that $100,000 be appropriated from the Tourist Development Council Contingency Account and added to the marketing budget line item for Fiscal Year 2017-2018;

WHEREAS, the TDC requests the City Council to amend its FY 2017-2018 Budget as attached hereto as **Revised Exhibit 1**;

BE IT ORDAINED by the Council of the City of Jacksonville:

Section 1. Recitals. The Recitals above are incorporated herein by reference.

Section 2. Appropriation. For the 2017-2018 fiscal year, within the City's budget, there are hereby appropriated the indicated sum(s) from the account(s) listed in subsection (a) to the account(s) listed in subsection (b):

(The account information is attached hereto as **Exhibit 2** and incorporated herein by this reference)

(a) Appropriated from:

See attached **Exhibit 2** $100,000.00

(b) Appropriated to:

See attached **Exhibit 2** $100,000.00

(c) **Explanation of Appropriation.** This ordinance appropriates $100,000.00 from the Tourist Development Contingency Account to increase the marketing budget line item on the Tourist Development Council's budget for fiscal year 2017-2018.

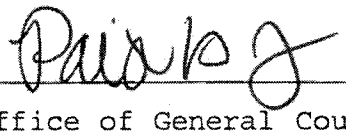
Section 3. Purpose. The purpose of the appropriation above is to provide additional funding for the Tourist Development Council's marketing budget for future consideration of marketing opportunities in fiscal year 2017-2018.

Section 4. Amending Schedule W to Ordinance 2017-504-E.

There is hereby amended the fiscal year 2017-2018 budget for the Tourist Development Council by substituting in the place of Schedule W, approved by Ordinance 2017-504-E, the Revised Schedule W, attached hereto as **Revised Exhibit 1** and incorporated herein by this reference.

Section 5. Effective Date. This ordinance shall become effective upon signature by the Mayor or upon becoming effective without the Mayor's signature.

Form Approved:



Office of General Counsel

Legislation prepared by: Lawsikia Hodges

GC-#1187798-v1-2017-850_Finance_Sub.doc

Duval County Tourist Development Council
FY 2017/18 Revised Budget

REVENUE		
Tourist Development Taxes	$	7,900,000
Interest Earnings		10,000
Subtotal Revenue		7,910,000
Transfer from TDC Fund Balance		-
Total Estimated Revenue	$	7,910,000
EXPENDITURES		
Plan Components		
(1) Tourist Bureau	$	370,611
(2) Marketing		2,748,838
(3) Convention Sales		2,250,000
(4) Development and Planning		123,933
(5) Special Event Grants		850,000
(6) Development Account		1,000,000
(7) Contingency Account		400,000
Total Plan Components	$	7,743,382
Administration		166,618
Total Estimated Expenditures	$	7,910,000

Footnote:

The Plan Components above are broken down into more detail below based on the allocation of the TDC as of January 22, 2018. Changes are subject to be made by the TDC.

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Florida's First Coast of Golf		148,838
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(5) Special Event Grants		
Other Grants		251,767
The PLAYERS Regional Tourism Cooperative		138,233
Gator Bowl Game		460,000
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City of Jacksonville, Florida
Request for Budget Transfer Form

Tourist Development Council
Department or Area Responsible for Contract / Compliance / Oversight

Council District(s): _____

Reversion of Funds: _____ (if applicable)
Subfund / Indexcode / Subobject / Project Prj-Dtl / Grant Grt-Dtl

Fiscal Yr(s) of carry over (all-years funds do not require a carryover): N/A

Section of Code Being Waived (if applicable): _____

CIP (yes or no): No

Justification for Waiver

Justification for / Description of Transfer:
Appropriating $100,000 from the TDC Contingency Account for possible future marketing possibilities in Fiscal Year 2017/18.

Total Amount Appropriated: $100,000.00

CITY COUNCIL

Requesting Council Member: _____ CM's District: _____

Requesting Council Member: _____ CM's District: _____

Prepared By: _____ Ordinance: _____

OFFICE OF THE MAYOR

☐ BUDGET ORDINANCE ☐ TRANSFER DIRECTIVE

TD / BT Number: _____

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head				
Mayor's Office				
Accounting Division				
Budget Division				

Date of Action By Mayor: _____ Approved: _____

Division Chief: _____ Date Initiated: _____

Prepared By: _____ Phone Number: _____

Initiated / Requested By (if other than Department): _____

Budget Transfer Line Item Detail

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Total: $200,000.00

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EXP	136	TOURIST DEVELOPMENT SPECIAL REVENUE	TDC CONTINGENCY ACCOUNT	RESERVES	$100,000.00	CCTD136CON	09910				

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Jacksonville
DUVAL COUNTY
Tourist Development Council

OFFICE OF THE CITY COUNCIL

Annette R. Hastings
TDC EXECUTIVE DIRECTOR
OFFICE (904) 630-7625
FAX (904) 630-2906
E-MAIL: ANNETTEH@coj.net

117 WEST DUVAL STREET, SUITE 425
4TH FLOOR, CITY HALL
JACKSONVILLE, FLORIDA 32202

TOURIST DEVELOPMENT COUNCIL SPECIAL MEETING MINUTES
Monday, January 22, 2018
2:30 P.M.
117 West Duval Street
City Hall, Fourth Floor
Conference Room A

City Council President Anna Lopez Brosche, Board Chairperson
City Council Vice President Aaron Bowman, Board Vice Chairperson
City Council Member Lori N. Boyer, Board Member **(dep. 4:35)**
Barbara Goodman, Board Member
Steven Grossman, Board Member
Kirit Patidar, Board Membe-**Excused**
Craig Smith, Board Member- **Excused**
Dawn Southworth, Board Member
Jeffrey Truhlar, Board Member - **Excused**

Dr. Cheryl L Brown, Director, Jacksonville City Council
Annette Hastings, TDC Executive Director
Jeff Clements, Chief of Research
Kim Taylor, Assistant Council Auditor
Phillip Peterson, Principal Council Auditor
Lawsikia Hodges, Deputy General Counsel

Meeting Convened 2:31 p.m. **Meeting Adjourned:** 4:45 p.m.

I. Introductions

Chairwoman Brosche called the meeting to order and the attendees introduced themselves for the record.

II. Approval of Minutes

The minutes of the TDC Special Meeting of December 14, 2017 were **approved as distributed 6-0.**

III. CPSEC SS-0266-18 TDC Contract Extension Recommendation

Approval of the CPSEC recommendation to extend the Transition Contract with Visit Jacksonville for Tourist Bureau Services for an additional 60 days was previously approved by the TDC acting in its capacity as the "using agency" for procurement purposes, but now the TDC needs to approve the final procurement recommendation (in place of the Mayor) in accordance with Ordinance Code Sec. 70.105, which grants the TDC, not the Mayor, the final approval of all recommendations from PSEC, CSPEC, and GGAC.

Motion (Southworth/2nd Bowman): approve the Tourist Bureau Services transition contract extension with Visit Jacksonville up to an additional 60 days through February 28, 2018 -

Public Comments – none

The Southworth motion was **approved 6-0.**

IV. Amendments to TDC Revised Budget Schedule (Ordinance 2017-850)

Assistant Council Auditor Kim Taylor discussed 2 options for approving a revision to the TDC budget to make a change related to private funds yet to be received for operation of the tourist information center at the Jacksonville International Airport. The first is a $350,000 option that does not budget the privately donated funds for operation of that center until they are received; the second is a $398,000 option reflecting the TDC fronting the money for the JIA visitor center until such time as the private funds are received and the TDC is reimbursed for that expenditure. The scope of services for the operation of the airport visitor center will need to be amended during the contract negotiations to reflect whichever option the TDC chooses. Steve Grossman, CEO of the Jacksonville Aviation Authority, explained the budget and operation of the JIA visitor information center, including the JAA's separate contract with Visit Jax for operation of the kiosk. Council Member Boyer questioned to what extent Visit Jax is entitled to receive payment for operation of the JIA visitor center under either scenario during the period of the transition contract. Lawsikia Hodges indicated that it was her intent to draft language to make the private funds to be received in a self-appropriating trust account to be used by the TDC. Ms. Taylor explained several funding options to cover various proposals. Council Member Boyer suggested that the budget be approved at $398,000 with an automatic scope-of-service reduction provision in the event that the private funds are not received.

Motion (Boyer/2nd Goodman): amend the budget for Tourist Bureau services to $398,417 representing a $265,611 maximum indebtedness, an encumbrance of $239,544, $26,067 from development and planning funds (contingent upon City Council approval), and $32,278 in prorated third party funds; also amend the contract to include the obligation on the part of Visit Jax to seek the additional funds shown in the RFP response and provide that those funds to be reimbursed to the TDC upon receipt or, if not received, the contract will be amended to reflect a reduced scope of services at a lower contract amount; Visit Jax has 90 days from the execution of the contract to receive the private funding -

Public comment – none

The Boyer motion was **approved 6-0**.

Ms. Taylor discussed potential ways to structure the budget to roll up the specific plan sub-components into higher-level consolidated components as a means to avoid the necessity of taking legislation to City Council every time that sub-components need to be amended. She said that the TDC would still get the detailed level of information reflected on the current budget schedule and could make decisions as it deems prudent, but it would reduce the need for lengthy legislative action for small changes. Council Member Bowman suggested that the detailed allocations remain, but that the TDC be granted the authority by Council to make changes up to some maximum amount (i.e. 15%).

Motion (Boyer/2nd Bowman): approve the page 2 (rolled up) version of the TDC budget on the handout with the addition of a footnote stating that the budget reflects the sub-component allocations shown on page 1 of the handout as of a date certain, subject to being further amended by the TDC -

Public Comments – none

The Boyer motion was **approved 6-0**.

Barbara Goodman posed a question and the group discussed the "unforeseen expenditure" language that limits the use of some TDC contingency funds and the accounts to which it applies (the Contingency Account, not the Development Account). The term "unforeseen" is open to some interpretation regarding its application to different types of expenditures.

V. TDC RFP ESC-0575-17 Tourist Bureau Plan Services Contract

Katie Matura, Vice President Marketing for Visit Jacksonville gave a PowerPoint presentation on the Three Year Comprehensive Tourist Information Bureau Operation Plan. The short-term plan envisions 3 permanent visitor centers: downtown on Laura Street, Jacksonville International Airport, and the Beaches Museum, all 3 open 7 days a week. She described the hiring and training process for the personnel who operate the visitor centers. Visit Jax will develop virtual reality videos for a variety of experiences to show visitors what sorts of experiences are available in Jacksonville. Consideration is also being given to Jacksonville-branded merchandise sales and improved signage and brochure distribution mechanisms. The plan envisions 5 unmanned kiosks around the city at top visitor locations – St. Johns Town Center, Jaxport Cruise Terminal, Beaches Town Center, Prime Osborn Convention Center and Jacksonville Zoo and Gardens.

In the longer term, consideration is being given to developing a new and improved centralized visitor center with better amenities at one of two locations: Friendship Fountain/Museum of Science and History or the Times-Union Center for the Performing Arts. Another idea is a mobile visitor center vehicle that could be deployed at events and locations where crowds will be present (i.e. festivals, conventions, stadium events, etc.). Visit Jax is making a concerted effort to assemble and continually update its databases of businesses, restaurants, attractions, etc. to note openings and closings. Ms. Mitura reviewed the performance measures for the tourist bureau contract. She reviewed possible capital expenditure items (kiosks, interstate and wayfaring signage, upgrades to existing centers, virtual reality/360 degree video setup, 360 degree videos) and said that there will need to be discussions and policy decisions by the TDC about a number of issues: how will capital expenditure process work

(through City Procurement or by Visit Jax; RFPs or bids); implementation of a mobile visitor kiosk; sale of destination merchandise.

Mr. Grossman said that the process for evaluating tourist services is better done through measuring accomplishment of contractual tasks rather than measuring the number of interactions with visitors (which may be heavily dependent on general economic trends outside Visit Jax's control). Ms. Goodman recommended that the TDC return to a previous discussion of increasing the accountability of the Visit Jax board and improving the TDC's liaison relationship to that board. Council Member Bowman suggested that the Sports Complex (near the Veterans Memorial Arena and Baseball Grounds) would be a better location with more relevant foot traffic for unmanned visitor information kiosks than the cruise terminal or Prime Osborn Convention Center.

The consensus of the TDC was that the performance metrics should include both those already in the RFP and the specific requirement of Sec. 666.108 (b)(1)(ii) regarding production of an all-inclusive list of tourism-related attractions, events, facilities and business. Ms. Boyer clarified that the list is to include attractions and events as well as private businesses (restaurants, shops), and that it should include all currently existing businesses and attractions as well as new additions. Lawsikia Hodges asked that the Comprehensive Plan include these clarifications since the contract refers back to the Plan. Barbara Goodman recommended that language be included regarding a new convention center as a visitor center site since the Downtown Investment Authority is preparing to issue an RFP to solicit proposals for a new convention center. Council Member Boyer recommended giving more thought to using the proposed mobile visitor center instead of a temporary fixed facility at either Friendship Fountain/MOSH or the Times-Union Performing Arts Center to save the cost of constructing a temporary facility that could be phased out in 2 or 3 years.

The group decided to amend the Comprehensive Plan to make reference to 5 kiosks at 3 specific locations (St. Johns Town Center, Beaches Town Center and Jacksonville Zoo and Gardens) with 2 additional locations to be determined later by the TDC in consultation with Visit Jax. Ms. Boyer requested that production of the 360-degree videos should be budgeted in the marketing budget rather than the Tourist Bureau budget; Visit Jax agreed to that change. Chairwoman Brosche noted that the budget attached to the Comprehensive Plan will need to be amended to reflect the amended amounts approved in Section IV of the agenda noted above.

Motion (Boyer/2nd Bowman): approve the 3-year Tourist Information Bureau Comprehensive Plan with the amendments approved today by the TDC as noted above -

Public comment – none

The Boyer motion was **approved 6-0**.

Motion (Boyer/ 2nd Bowman) approve the Annual Tourist Information Bureau Operation Plan with the amendments discussed today the by the TDC -

Public comment – none

The Boyer motion was **approved 6-0**.

The TDC discussed the several clarifying questions posed by Visit Jax in the presentation on the Comprehensive Plan. With regard to the process for making capital improvements, Ms. Hodges said that Visit Jax could be charged to make the improvements but would need to comply with the City's procurement processes unless specifically exempted from those requirements by the TDC. Council Member Boyer asked the Council Auditors and Office of General Counsel to research the allowable funding sources for the kiosks, since the Development Account is restricted to improvements placed on public property or property owned by not-for-profit organizations, which would seem to preclude locations like the St. Johns Town Center. Ms. Boyer suggested that $100,000 be allocated from the Contingency Fund to fund capital improvements in the Marketing budget by City Council as part of the budget amendment discussed above.

Motion (Boyer/2nd Bowman): transfer $100,000 from the Contingency Fund rollover account to the Marketing budget identified as unallocated marketing dollars for capital improvements -

Public comment – none

The Boyer motion was **approved 6-0**.

The TDC indicated its approval for Visit Jacksonville to make upgrades to the visitor centers at the Beaches Museum and JIA, but not the downtown branch, and to begin exploring unmanned kiosk options for future discussion with the TDC.

Motion (Bowman/2nd Goodman): Approve the Annual Budget for Tourist Information Bureau Services and the Contract Performance Measurements for Tourist Bureau Services as discussed -

Public Comments –none

The Bowman motion was **approved 6-0**.

Open Contract Issues
Lawsikia Hodges reviewed several contract provisions with the TDC.

Katie Mitura reviewed Visit Jax's responses to the TDC's series of questions regarding potential conflicts of interest and explained the position of several part-time visitor center employees (not full-time Visit Jax employees) who also work for tourism businesses (hotels and attractions).

Motion (Goodman/2nd Bowman): give final approval of the CPSEC recommendation to award the Tourist Bureau Information Services contract to Visit Jacksonville as amended and conditioned based on the TDC's discussion in the amount of $265,611 -

Public Comments – none

The Goodman motion was **approved 5-0**.

VI. <u>Legislative Filings –Update</u>
Ordinance 2017-848 funding the Jacksonville Zoological Society's Great Africa exhibit marketing: the bill was approved in its Council committees and is pending before City Council for final approval on January 23rd.

VII. TDC Advisory Committee - Update

Amend TDC Advisory Committee Charge to include the fourth item pursuant to 2016-599 to review and determine the feasibility of a grant application fee to defray the costs of grant administration provided by the Tourist Development Council staff.

Motion (Goodman/2nd Bowman): amend the Advisory Committee charge to include a directive to consider the feasibility of a grant application fee to defray the costs of grant administration provided by the Tourist Development Council staff -

Public Comments – none

The Goodman motion was **approved 5-0.**

VIII. Closing Comments

The TDC Quarterly Meeting will be held on February 15, 2018.

IX. Adjourn

The meeting was adjourned at 4:45 p.m.

Jeff Clements, Council Research Division
Posted 1.24.18 9:00 a.m.

The Finance Committee offers the following Substitute to File No. 2017-850:

Introduced by Council Member Boyer:

ORDINANCE 2017-850

AN ORDINANCE APPROPRIATING $100,000 FROM THE TOURIST DEVELOPMENT COUNCIL CONTINGENCY ACCOUNT TO PROVIDE ADDITIONAL FUNDING FOR THE TOURIST DEVELOPMENT COUNCIL ("TDC") TOURIST MARKETING FOR FISCAL YEAR 2017-2018; PURPOSE; AMENDING THE TDC FISCAL YEAR 2017-2018 BUDGET BY SUBSTITUTING IN THE PLACE OF THE SCHEDULE W APPROVED BY ORDINANCE 2017-504-E, A REVISED SCHEDULE W, WHICH AMENDS SEVERAL BUDGET LINE ITEMS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tourist Development Council ("TDC") budget for fiscal year 2017-2018 ("FY 2017-2018 Budget"), attached to the annual budget ordinance as "Schedule W" was approved by the City Council pursuant to Ordinance 2017-504-E; and

WHEREAS, the TDC at its regular quarterly meeting on November 16, 2017 ("November TDC Meeting"), amended the marketing and convention sales budget line items of the TDC FY 2017-2018 Budget to be consistent with several TDC approved procurement services contract amounts; and

WHEREAS, subsequent to the November TDC Meeting, the TDC (pursuant to the minutes made at its special meeting on January 22, 2018, as set forth in composite materials placed **on file** with the Legislative Services Division) approved additional amendments to

its FY 2017-2018 Budget to provide additional funding to support the tourist bureau services contract for fiscal year 2017-2018;

WHEREAS, the TDC at its January special meeting approved a recommendation to City Council that $100,000 be appropriated from the Tourist Development Council Contingency Account and added to the marketing budget line item for Fiscal Year 2017-2018;

WHEREAS, the TDC requests the City Council to amend its FY 2017-2018 Budget as attached hereto as **Revised Exhibit 1**;

BE IT ORDAINED by the Council of the City of Jacksonville:

Section 1. Recitals. The Recitals above are incorporated herein by reference.

Section 2. Appropriation. For the 2017-2018 fiscal year, within the City's budget, there are hereby appropriated the indicated sum(s) from the account(s) listed in subsection (a) to the account(s) listed in subsection (b):
(The account information is attached hereto as **Exhibit 2** and incorporated herein by this reference)

(a) Appropriated from:

See attached **Exhibit 2** $100,000.00

(b) Appropriated to:

See attached **Exhibit 2** $100,000.00

(c) **Explanation of Appropriation.** This ordinance appropriates $100,000.00 from the Tourist Development Contingency Account to increase the marketing budget line item on the Tourist Development Council's budget for fiscal year 2017-2018.

Section 3. Purpose. The purpose of the appropriation above is to provide additional funding for the Tourist Development Council's marketing budget for future consideration of marketing opportunities in fiscal year 2017-2018.

Section 4. Amending Schedule W to Ordinance 2017-504-E.

There is hereby amended the fiscal year 2017-2018 budget for the Tourist Development Council by substituting in the place of Schedule W, approved by Ordinance 2017-504-E, the Revised Schedule W, attached hereto as **Revised Exhibit 1** and incorporated herein by this reference.

Section 5. Effective Date. This ordinance shall become effective upon signature by the Mayor or upon becoming effective without the Mayor's signature.

Form Approved:

Office of General Counsel

Legislation prepared by: Lawsikia Hodges

GC-#1187798-v1-2017-850_Finance_Sub.doc

Duval County Tourist Development Council
FY 2017/18 Revised Budget

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City of Jacksonville, Florida
Request for Budget Transfer Form

Tourist Development Council
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CIP (yes or no): No

Justification for Waiver

Justification for / Description of Transfer:
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Total Amount Appropriated: $100,000.00

CITY COUNCIL

Requesting Council Member: _____ CM's District: _____

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Prepared By: _____ Ordinance: _____

OFFICE OF THE MAYOR

☐ BUDGET ORDINANCE ☐ TRANSFER DIRECTIVE

TD / BT Number: _____

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head				
Mayor's Office				
Accounting Division				
Budget Division				

Date of Action By Mayor: _____ Approved _____

Division Chief: _____ Date Initiated: _____

Prepared By: _____ Phone Number: _____

Initiated / Requested By (if other than Department): _____

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Jacksonville
DUVAL COUNTY
Tourist Development Council

OFFICE OF THE CITY COUNCIL

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117 WEST DUVAL STREET, SUITE 425
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TOURIST DEVELOPMENT COUNCIL SPECIAL MEETING MINUTES
Monday, January 22, 2018
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City Hall, Fourth Floor
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Public Comments – none

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Public comment – none

The Boyer motion was **approved 6-0**.

Ms. Taylor discussed potential ways to structure the budget to roll up the specific plan sub-components into higher-level consolidated components as a means to avoid the necessity of taking legislation to City Council every time that sub-components need to be amended. She said that the TDC would still get the detailed level of information reflected on the current budget schedule and could make decisions as it deems prudent, but it would reduce the need for lengthy legislative action for small changes. Council Member Bowman suggested that the detailed allocations remain, but that the TDC be granted the authority by Council to make changes up to some maximum amount (i.e. 15%).

Motion (Boyer/2nd Bowman): approve the page 2 (rolled up) version of the TDC budget on the handout with the addition of a footnote stating that the budget reflects the sub-component allocations shown on page 1 of the handout as of a date certain, subject to being further amended by the TDC -

Public Comments – none

The Boyer motion was **approved 6-0**.

Barbara Goodman posed a question and the group discussed the "unforeseen expenditure" language that limits the use of some TDC contingency funds and the accounts to which it applies (the Contingency Account, not the Development Account). The term "unforeseen" is open to some interpretation regarding its application to different types of expenditures.

V. TDC RFP ESC-0575-17 Tourist Bureau Plan Services Contract

Katie Matura, Vice President Marketing for Visit Jacksonville gave a PowerPoint presentation on the Three Year Comprehensive Tourist Information Bureau Operation Plan. The short-term plan envisions 3 permanent visitor centers: downtown on Laura Street, Jacksonville International Airport, and the Beaches Museum, all 3 open 7 days a week. She described the hiring and training process for the personnel who operate the visitor centers. Visit Jax will develop virtual reality videos for a variety of experiences to show visitors what sorts of experiences are available in Jacksonville. Consideration is also being given to Jacksonville-branded merchandise sales and improved signage and brochure distribution mechanisms. The plan envisions 5 unmanned kiosks around the city at top visitor locations – St. Johns Town Center, Jaxport Cruise Terminal, Beaches Town Center, Prime Osborn Convention Center and Jacksonville Zoo and Gardens.

In the longer term, consideration is being given to developing a new and improved centralized visitor center with better amenities at one of two locations: Friendship Fountain/Museum of Science and History or the Times-Union Center for the Performing Arts. Another idea is a mobile visitor center vehicle that could be deployed at events and locations where crowds will be present (i.e. festivals, conventions, stadium events, etc.). Visit Jax is making a concerted effort to assemble and continually update its databases of businesses, restaurants, attractions, etc. to note openings and closings. Ms. Mitura reviewed the performance measures for the tourist bureau contract. She reviewed possible capital expenditure items (kiosks, interstate and wayfaring signage, upgrades to existing centers, virtual reality/360 degree video setup, 360 degree videos) and said that there will need to be discussions and policy decisions by the TDC about a number of issues: how will capital expenditure process work

(through City Procurement or by Visit Jax; RFPs or bids); implementation of a mobile visitor kiosk; sale of destination merchandise.

Mr. Grossman said that the process for evaluating tourist services is better done through measuring accomplishment of contractual tasks rather than measuring the number of interactions with visitors (which may be heavily dependent on general economic trends outside Visit Jax's control). Ms. Goodman recommended that the TDC return to a previous discussion of increasing the accountability of the Visit Jax board and improving the TDC's liaison relationship to that board. Council Member Bowman suggested that the Sports Complex (near the Veterans Memorial Arena and Baseball Grounds) would be a better location with more relevant foot traffic for unmanned visitor information kiosks than the cruise terminal or Prime Osborn Convention Center.

The consensus of the TDC was that the performance metrics should include both those already in the RFP and the specific requirement of Sec. 666.108 (b)(1)(ii) regarding production of an all-inclusive list of tourism-related attractions, events, facilities and business. Ms. Boyer clarified that the list is to include attractions and events as well as private businesses (restaurants, shops), and that it should include all currently existing businesses and attractions as well as new additions. Lawsikia Hodges asked that the Comprehensive Plan include these clarifications since the contract refers back to the Plan. Barbara Goodman recommended that language be included regarding a new convention center as a visitor center site since the Downtown Investment Authority is preparing to issue an RFP to solicit proposals for a new convention center. Council Member Boyer recommended giving more thought to using the proposed mobile visitor center instead of a temporary fixed facility at either Friendship Fountain/MOSH or the Times-Union Performing Arts Center to save the cost of constructing a temporary facility that could be phased out in 2 or 3 years.

The group decided to amend the Comprehensive Plan to make reference to 5 kiosks at 3 specific locations (St. Johns Town Center, Beaches Town Center and Jacksonville Zoo and Gardens) with 2 additional locations to be determined later by the TDC in consultation with Visit Jax. Ms. Boyer requested that production of the 360-degree videos should be budgeted in the marketing budget rather than the Tourist Bureau budget; Visit Jax agreed to that change. Chairwoman Brosche noted that the budget attached to the Comprehensive Plan will need to be amended to reflect the amended amounts approved in Section IV of the agenda noted above.

Motion (Boyer/2nd Bowman): approve the 3-year Tourist Information Bureau Comprehensive Plan with the amendments approved today by the TDC as noted above -

Public comment – none

The Boyer motion was **approved 6-0**.

Motion (Boyer/ 2nd Bowman) approve the Annual Tourist Information Bureau Operation Plan with the amendments discussed today the by the TDC -

Public comment – none

The Boyer motion was **approved 6-0**.

The TDC discussed the several clarifying questions posed by Visit Jax in the presentation on the Comprehensive Plan. With regard to the process for making capital improvements, Ms. Hodges said that Visit Jax could be charged to make the improvements but would need to comply with the City's procurement processes unless specifically exempted from those requirements by the TDC. Council Member Boyer asked the Council Auditors and Office of General Counsel to research the allowable funding sources for the kiosks, since the Development Account is restricted to improvements placed on public property or property owned by not-for-profit organizations, which would seem to preclude locations like the St. Johns Town Center. Ms. Boyer suggested that $100,000 be allocated from the Contingency Fund to fund capital improvements in the Marketing budget by City Council as part of the budget amendment discussed above.

Motion (Boyer/2nd Bowman): transfer $100,000 from the Contingency Fund rollover account to the Marketing budget identified as unallocated marketing dollars for capital improvements -

Public comment – none

The Boyer motion was **approved 6-0**.

The TDC indicated its approval for Visit Jacksonville to make upgrades to the visitor centers at the Beaches Museum and JIA, but not the downtown branch, and to begin exploring unmanned kiosk options for future discussion with the TDC.

Motion (Bowman/2nd Goodman): Approve the Annual Budget for Tourist Information Bureau Services and the Contract Performance Measurements for Tourist Bureau Services as discussed -

Public Comments –none

The Bowman motion was **approved 6-0**.

Open Contract Issues
Lawsikia Hodges reviewed several contract provisions with the TDC.

Katie Mitura reviewed Visit Jax's responses to the TDC's series of questions regarding potential conflicts of interest and explained the position of several part-time visitor center employees (not full-time Visit Jax employees) who also work for tourism businesses (hotels and attractions).

Motion (Goodman/2nd Bowman): give final approval of the CPSEC recommendation to award the Tourist Bureau Information Services contract to Visit Jacksonville as amended and conditioned based on the TDC's discussion in the amount of $265,611 -

Public Comments – none

The Goodman motion was **approved 5-0**.

VI. <u>Legislative Filings –Update</u>
Ordinance 2017-848 funding the Jacksonville Zoological Society's Great Africa exhibit marketing: the bill was approved in its Council committees and is pending before City Council for final approval on January 23rd.

VII. TDC Advisory Committee - Update

Amend TDC Advisory Committee Charge to include the fourth item pursuant to 2016-599 to review and determine the feasibility of a grant application fee to defray the costs of grant administration provided by the Tourist Development Council staff.

Motion (Goodman/2nd Bowman): amend the Advisory Committee charge to include a directive to consider the feasibility of a grant application fee to defray the costs of grant administration provided by the Tourist Development Council staff -

Public Comments – none

The Goodman motion was **approved 5-0.**

VIII. Closing Comments

The TDC Quarterly Meeting will be held on February 15, 2018.

IX. Adjourn

The meeting was adjourned at 4:45 p.m.

Jeff Clements, Council Research Division
Posted 1.24.18 9:00 a.m.