SUBJECT: DUVAL COUNTY TOURIST DEVELOPMENT PLAN COMPONENTS: TOURIST BUREAU SERVICES, MARKETING SERVICES AND CONVENTION SALES SERVICES

BID #: ESC-0136-17 **OPEN DATE: 5/3/2017**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Five (5) years from date of contract execution with one (1) five (5) year renewal option

AGENCY: Duval County Tourist Development Council

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: (9) **NUMBER RECEIVED: (3)** **OTHER: (1)**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to increase the award with Jacksonville and the Beaches Convention and Visitors Bureau dba Visit Jacksonville and Jacksonville and the Beaches Convention and Visitors Bureau dba Visit Jacksonville and The Dalton Agency by $4,914,192.00 for the initial five (5) year period. Total revised not to exceed expenditure amount is $9,475,462.00.

Contract	Award Amount	Increase Amount	Maximum Indebtedness
Marketing Services	$2,469,500.00	$2,847,622.00	$5,317,122.00
Convention Sales	$2,091,770.00	$2,066,570.00	$4,158,340.00

Funding for this award to be encumbered by the following accounts and executed by formal contract amendment through the Office of General Counsel:

CCTD132MA-04904 - $2,847,622.00; CCTD132CON-04904 - $2,066,570.00

Attachments: Recommendation Memo and Previous Awards

ANALYST: _____ Annette Burney

RESPECTFULLY SUBMITTED _____ 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 _____

Contract	Award Amount	Increase Amount	Maximum Indebtedness
Marketing Services	$ 2,469,500.00	$ 2,847,622.00	$ 5,317,122.00
Convention Sales	$ 2,091,770.00	$ 2,066,570.00	$ 4,158,340.00
			$ 9,475,462.00

Jacksonville
DUVAL COUNTY
Tourist Development Council

OFFICE OF THE CITY COUNCIL

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JACKSONVILLE, FLORIDA 32202

MEMORANDUM

TO: Gregory Pease, Chief of Procurement
Procurement Division

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

Contract: Marketing Services Contract #7393-15

SUBJECT: Request for Increased Indebtedness for Visit Jacksonville Marketing Services Contract #7393-15-First Amendment
Award for ESC-0136-17 TDC Plan Component of Convention Sales & Services

DATE: September 14, 2018

The TDC is requesting, per the action taken at the TDC Meeting of September 13, 2018, to increase the maximum indebtedness for the Visit Jacksonville Marketing Services Contract # 7393-14-First Amendment to:

Contract	Increase Amount	Maximum Indebtedness	Index Code	Subobject
Marketing	$2,847,622	$5,317,122	CCTD132MA	4904

Attachments:
Marketing Services Contract # 7393-15-First Amendment Procurement Authorization Request
Marketing Services Annual Plan 2018-19 Executive Summary
TDC Minutes-September 13, 2018

Procurement Authorization Request for Contract for Marketing Services
(9/13/18 TDC Meeting – OGC Handout #3)

Motion authorizing TDC staff to obtain a procurement award to execute a First Amendment to the Marketing Services between the City and Jacksonville and the Beaches Convention & Visitors Bureau, Inc. ("Visit Jacksonville") and The Dalton Agency as noted below, and authorizing the Office of General Counsel to draft and execute a contract amendment in accordance with the procurement award with no further necessary action by the TDC:

1) Increase the maximum indebtedness by $2,847,622 for Fiscal Year 2018-2019 for a new cumulative maximum indebtedness of $5,317,122 (Section 5 –Maximum Indebtedness; Restrictions on Use of Funds)
2) Add an "advance payment" provision to contract that permits the TDC, in its sole discretion, to make a one-time lump sum advance payment to Contractor of up to ten percent (10%) of the maximum indebtedness amount for each fiscal year, including renewal terms, to provide necessary start-up funds for the Contractor to commence the Services under the Contract. Contractor would make the request in writing and TDC would need to approve the request at a TDC meeting (Section 5 –Maximum Indebtedness; Restrictions on Use of Funds)
3) Amend contract to allow for the TDC to request the Contractor to include a separate line item and/or itemized expenditures for travel and entertainment expenses on the annual approved budget (Section 6 - Annual Budget Approval)
4) Amend contract to reference that a schedule of Monthly Overhead Expenses Payments will be adopted for each fiscal year (Section 9- Invoice and Payment); also allow Contractor to make three payment requests the last month of the Contract year (September)
5) Amend contract to state that the Contractor's Evaluation Period will be based on a fiscal year (October 1-September 30th) and that the TDC will evaluate Contractor in the November immediately following the end of the fiscal year, but by no later than the January immediately following the end of the fiscal year. Additionally, Contractor will also be required to provide a fiscal year end report on or before October 20th of each Contract year that includes the outcomes of the Performance Measures and Goals. Also clarify that a "Contract year" and "fiscal year" refers to October 1st through September 30th. (Section 10 - Annual Performance Evaluation; TDC's Right to Allocate or Reallocate Funding)
6) Amend the reference in the Exhibit B Performance Measures to ten percent (10%) annual increase in website traffic to the City's official tourism website to 5% as driven by paid media
7) Amend Exhibit F (Payment Schedule for Monthly Overhead Expenses) to include payment schedule for Fiscal Year 2018-2019 (12 installments from October-September at

the end of each month for approx. $85,121.22 and total payment amount of $1,021,454.65)

8) Authorize Office of General Counsel to make additional technical and non-substantive changes to the contract as needed to align contract provisions with the above items listed above.

MARKETING ANNUAL PLAN YEAR 2

EXECUTIVE SUMMARY

2017-2018 has been an exceptional year for our marketing efforts. Our new "Jax. It's Easier Here." campaign is already showing impressive results. Our advertising this year is performing well across our target markets. We are excited for the new content we have developed and what we have in the works for the coming months. We are continually exploring new ways to optimize everything we are doing and adjusting anything that isn't performing at the highest level.

The beginning of this year was a challenge; Hurricane Irma had wreaked havoc on our City's image and it was an uphill battle to convince potential travelers to consider Jacksonville. Even though visitors continued to arrive, those looking at our website and advertising decreased. Thankfully, it only lasted until the end of November when we began to see an increase in the interest once again. The launch of the new campaign was an instant hit! We saw record numbers for December and January. The "Easier Here" idea, with its beautifully captured images and video, seems to resonate well with our audiences and we see visitation grow each month. Web traffic is still behind where we would like it to be this year, but visitation is on an upward trend, and advertising is performing well.

The destination sets record numbers for visitation. March was the best month in the history of tourism in Jacksonville. January & February were stronger year over year than previous years. The new campaign is still performing strongly. Since its launch in late December/early January it has driven website traffic and had strong click-thru rates. We ran a cable television, billboard, digital video and geofenced banners campaign in Atlanta in February-March and web traffic increased 25% from that city while it was running. A similar campaign will run in Savannah in June-July. Traffic to our website is up 16.8% since December 1st, when the campaign went into full swing and Jacksonville started to shake off the effects of Hurricane Irma.

In 2018-2019, there are several efforts that will further expand our marketing reach. We will increase the influencer marketing we started in 2018 and move it to be part of our media/press efforts, since the work required of our team is so similar for both with much less digital advertising. To expand our advertising campaigns (commercials, digital and outdoor billboard) that will run in Atlanta and Charlotte, we will plan guerilla style street marketing events in each destination.

With no expected slowdowns in the near future, 2018-2019 looks to be another successful year for tourism in Jacksonville. In the following Year 2 Plan you will find the individual strategies and tactics for this next fiscal year, which align with the 5-Year Comprehensive Plan that was approved in September 2017.

Bold, italic font throughout document represents additional items due to amendments to the plan by TDC at the meeting on August 9, 2018.

Annual Metrics

2017-2018 Metrics Results (through 3rd Quarter):

PERFORMANCE MEASURES	GOAL	Actual YTD	% of Annual Goal
An annual 5% increase in leisure market visitors/tourists as determined by the Longwood Travel USA Jacksonville Visitor Report	TBD by 2017 report	TBD	TBD
Tax Collections (5% increase in tourist Development tax collections) (Through April 2018)	$8,179,118	$5,636,102	69%
Website Visits (10% annual increase in website traffic to the official tourism website) (Through May 2018)	1,337,315	827,796	62%
Advertising Impressions (through March 2018)	194,539,184	113,887,852	59%
Clicks/Engagement (through March 2018)	479,136	344,186	72%
Email Opens (through March 2018)	133,157	137,542	103%
Video Views (through March 2018)	1,775,379	1,373,999	77%

Explanation of Metrics Not on Pace (75% of Annual Goal):

- Website Visits: Through 3 quarters, paid media has driven 114,000 more digital media clicks to VisitJacksonville.com than it did in FY2017. However, the overall losses seen in website traffic are based on organic traffic (i.e. a search engine). There are a few reasons for this. DMO sites across the country have been seeing a downturn in organic web traffic and a study revealed that the primary reason could be Google's increased prioritization of their own travel sites on organic searches. Since we cannot possibly compete with Google from that standpoint, we would like the TDC to consider changing this metric for FY 2018-19 as mentioned below.
- Advertising Impressions: FY 2018 impressions will likely fall below projections for the year. This is not due to under-delivery of placements purchased on CPM (cost per thousand impressions), but rather from extreme overperformance of placements purchased on guaranteed clicks/engagements (CPC/CPE, where impressions must be projected). One placement performed so well (.58% engagement rate, versus our benchmark-backed estimate of 0.15%), that the partner needed 50 million fewer impressions than projected to satisfy their contracted clicks/engagement target resulting in the primary reason for this metric not meeting the goal. Since the priority for advertising should be the action of clicking on an item, we feel this is a better metric of success than how many times the person actually saw the item.

Any specific year 1 deliverables not complete by September 30, 2018 will be delivered by November 30, 2018 using the funds encumbered in the budget for year 1 (2017-18) with the exception of the mobile app which will require a longer timeframe.

Proposed 2018-2019 Metrics (*Numbers will be inserted once we complete the fiscal year):

- We would like to propose a change in the measurement tactic for web traffic driven directly by paid media; rather than all traffic.
    - By excluding channels heavily dependent on factors beyond our control, we can more accurately assess the true influence of the campaign year over year.
    - Meet and pursue to exceed the 10% annual increase but remove organic traffic from the mix to remove the "Google" effect of prioritization to their travel sites.
    - ***Contract will be modified at September 2018 TDC meeting to address what increase is expected in year 2 based on paid media.***

- An annual five percent (5%) increase in the leisure market visitors/tourists as determined by the Longwood Travel USA Jacksonville Visitor Report

- An annual five percent (5%) increase in total tourist development tax collections

- Campaign Type Performance Metrics: Provided in the Dalton Agency Plan

- ***Metrics will be measured based on an October 1 through September 30 fiscal and contractual year. Campaigns will be evaluated based on the duration of the campaign.***

Year 2 Advertising 2018-2019 Plan

Our Objectives for Year 2 include:

I. Increase awareness of Jacksonville among potential visitors. (See also the Dalton Agency Plan components for additional specifics)
    - Proceed with the "Jax. It's Easier Here" advertising campaign through Q1 of FY 2018-19 when consideration will be given to a new campaign effort.
    - Advertising will focus on our waterways, beaches, parks and outdoor adventure, cultural and historical resources, ***sports*** and as a ***secondary focus, culinary***.
    - Utilize media relationships to place more stories in publications and online showcasing Jacksonville as a destination to visit.
    - Push marketing through specific tactics (cable, digital & outdoor display) to Atlanta and Charlotte to sustain momentum established in Year 1.

II. Encourage potential visitors to plan a trip. (See also the Dalton Agency Plan components for additional specifics)
    - Drive traffic to our new website which offers visitors the ability to plan their trip to include all the specific activities of interest for their lifestyle.
    - Utilize advertising spending towards tactics that drive bookings, such as travel intent data targeting and IP address targeting.

- Utilize campaign with ADARA, which utilizes first party travel path-to-purchase data from airlines, hotels, and other travel/transportation companies to reach those who are actively shopping/booking in real time.
- New campaign with Trip Advisor to reach users mid-funnel when they are actively searching for content around Jacksonville or Florida on tripadvisor.com. Also target users who are looking for information relating to the outdoors, history, culture, arts, and food.
- Utilize a paid search campaign which reaches the lowest hanging fruit – those qualified hand raisers who are actively looking for information about Jacksonville.

III. Create a "visitor experience" through the advertising media.
- Work with Influencers - Leverages travel + lifestyle influencers to create and share content that features their experiences in Jacksonville relating to active/outdoor, history/culture/arts and ***sports***. We will support boosted social posts via the advertising budget (more specific details follow in the tactics below). ***Culinary will be a secondary focus, not a primary focus.***
- Advertise and promote new videos, audio tours/podcasts, and itineraries through social media and digital advertising based on categories provided in 5-year plan.

IV. Determine when to implement our next campaign push for FY 2018-19
- The "Jax. It's Easier Here." Campaign is still a strong performer. As such, we will utilize this campaign into the first quarter of FY 2018-19. During the first quarter of FY 2018-19 we will review research and analyze our annual metrics to determine what the next shift in our focus will be. TDC will be kept aware of all campaign efforts and options considered. Any monthly decline in the current campaign will result in a higher prioritization to a new campaign effort.
- ***Dalton Agency will bring current campaign performance results to the October 2018 TDC meeting.***

Public Relations/Communications

Objectives:
1. Grow awareness of Jacksonville as a tourism destination by showcasing our main attributes: Water recreation, nature adventures, community arts and culture and big sporting events.
2. Increase the number of publications, news channels, websites and blogs featuring stories about Jacksonville.

Strategy: Story Development and Media Outreach

Goal: To place 50 stories in media outlets in FY 2018-2019

Tactics:
- Promote Jacksonville as a major Florida tourism destination to lifestyle and travel publications, outlets and media across the nation. We will highlight the overall destination based on current travel media trends.
- Develop story ideas and media pitches based on destination research and content created under the 5-Year Plan from the Marketing Plan Year 2. That will include:

- Water Recreation: Promote Jacksonville's countless water activities, easy water access river and beaches.
- Nature/Outdoors: Parks itineraries and highlights, unique camping spots in Jacksonville, hiking in Jacksonville, biking trails in Jacksonville, fishing in Jacksonville, best local beaches, weekend getaways to Jacksonville's beaches, watersports in Jacksonville, water tours in Jacksonville.
- ***History/Culture/Arts: Museums passport, Downtown Jacksonville's history, history tours in Jacksonville, historic homes and people of Jacksonville Public art installations, ArtRepublic, local museums, unique exhibits, children's museums, historic sites, history tours, local artists, murals, restoration of historic buildings, unique history of Jacksonville, unique architecture.***
- ***Sports: Curated "Perfect Sports Weekend" itineraries in Jacksonville for football fans of visiting teams this season. Host media and influencers from opposing team markets Jacksonville's NFL experience for game-day coverage. Use messaging from the "JAX: It's Easier Here" campaign as it relates to coming here for professional spectator sports: It's easier to get to the stadium, easier to get around, easier to find a hotel, easier to get a restaurant reservation, etc. Highlight unique sporting events like Florida/Georgia, NCAA Tournaments and Gator Bowl. Promote surfing culture, golf and minor league sporting teams.***
- Food Culture: Best local food in Jacksonville, craft cocktails and spirits, farmers market in Jacksonville
- Holiday attractions and concerts

- Pursue leveraging the Marketing team's advertising buys to garner incremental earned media.

Strategy: Host Media Blitz Events

Goal: To host four media events in top Jacksonville visitor markets

Tactics:

- Plan, coordinate and execute four media events in top Jacksonville visitor markets. Group dinners/special events where Visit Jacksonville will share Destination Jacksonville story ideas with media and establish/maintain relationships with media (Based on 2017 top website visitation markets):
  - Atlanta
  - Washington, D.C.
  - Chicago
  - Tampa/Orlando
- Secure deskside appointments with media who cannot attend events at each destination.

Strategy: Attend Media Travel Shows

Goal: To attend three media travel shows and one media conference in FY 2018-2019

Tactics:

- Visit Jacksonville to attend the International Media Marketplace (IMM) and the New York Times Travel Show (January 2019).
- Visit Jacksonville to attend the Chicago Travel & Adventure Show in February 2019. This show is an adventure-focused travel tradeshow.
- Visit Jacksonville to attend IPW Media Marketplace in 2019.
- Visit Jacksonville to attend the Public Relations Society of America Travel and Tourism Conference in 2019.

- Secure deskside media appointments with national and regional consumer travel and lifestyle media in all destinations visited during Travel Shows.

Strategy: Host Media Site Visits

Goal: To host 20 media site visits and two media FAMS in FY 2018-2019

Tactics:

- As part of a larger Visiting Journalist Program (VJP), secure individual press visits for national and key market regional outlets, including online, print, and broadcast.
    - On a case-by-case basis, arrange individual press visits for media, bloggers and (unpaid) social media influencers, with a level of support equal with the size of the publication's or influencer's audience. Expectation: More than 30 writers annually.
- Secure 4-8 writers from national and key market regional outlets to visit Jacksonville on two themed press visits:
    - Sports: Unique venues, teams and tailgate like locals (Fall 2018)
    - Nature + Outdoors: Waterways/Fishing & Diving (Spring 2019)

Strategy: Local Editorial News Bureau

Goal: To establish ***new*** relationships with four local media outlets in FY 2018-2019

Tactics:

- Expand relationship with local Jacksonville media to expose all events and current tourism affairs to residents. ***Current relationships include WJXT Channel 4 and the Florida Times Union.***
    - A weekly column in local media outlets focused on attractions and things to do for residents.

Website

Strategy: With our new website launched this July, we are excited to work towards optimizing it to provide even better user experiences. The new site allows more flexibility than the last site and makes it easier to find information that might encourage visitors to stay longer and explore more.

Goals: To increase paid media visitors to VisitJacksonville.com 10% over fiscal year 2017-2018 numbers

Tactics:

- To develop new content based on what potential visitors are searching for (data provided through research).
- To create more long-tail URLs to ensure that Visit Jacksonville's website appears in any web searches having to do with travel to Jacksonville.
- To regularly add new photography and video content so there are new things to see if visitors return to the site.
- To grow the new section added on the site called "Travel Tools" which was built for those travelers that have already booked their trip but now may be looking for more detailed information on things to do,

how to get around and where to eat once they arrive in Jacksonville.

Social Media

Strategy: To grow the engagement of our audiences through all social media channels, with a special focus on Instagram and Facebook. We will stay aware of new emerging social media programs that may grab a large audience. Facebook and Instagram, the primary channels for selling to potential visitors, have made it even harder to reach new potential visitors without paying for promoting posts. For the upcoming year, we will need to advertise or "promote" more individual posts using social media advertising dollars.

Goals: To increase engagement rates 10% within our fanbase; to increase audiences on all channels by 5%.

Tactics:

- To gather user generated content and share it with our audience.
- To work more closely with event promoters who are bringing their events to Jacksonville.
- To constantly develop new content to share through our channels.

NEW! Influencers

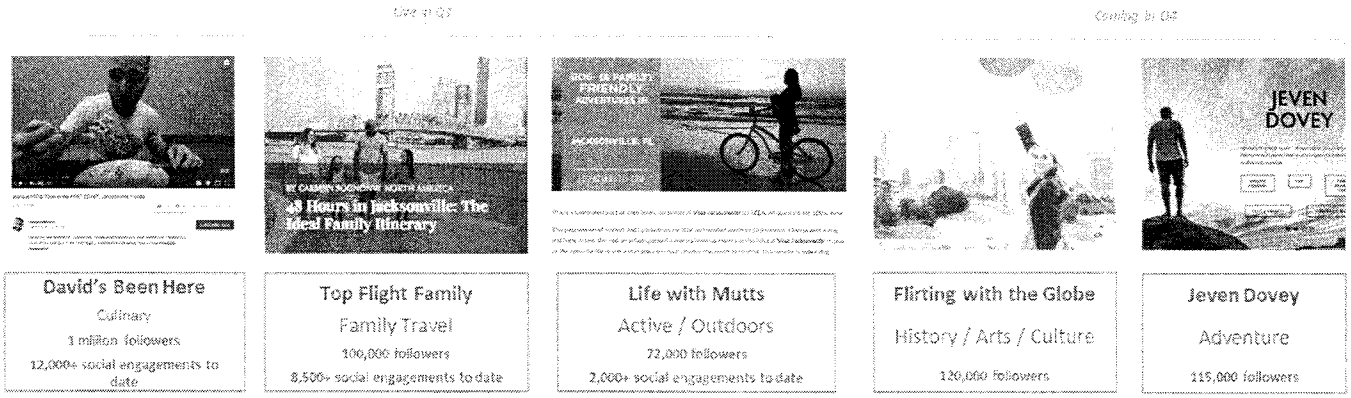
Strategy: Influencer marketing is an emerging marketing tactic that focuses on influential individuals who have large fan bases to share information on traveling to Jacksonville. It's a hybrid of paid media and earned media. The influencers perform similarly to media visits but are paid for their time and influence. By identifying individuals that can influence potential consumers to take a trip to Jacksonville it can successfully introduce the destination to large audiences via a trustworthy source, in their eyes.

In 2017-2018, we experimented with influencer advertising and thus far it has been successful. There are plans to develop these opportunities even further in 2018-2019. Some interesting research on influencer marketing:

- The influencer market is estimated to be worth $2 billion in 2017 and is set to reach $10 billion by 2020. (SOURCE: Adweek 2018)
- According to a study, 67% of marketers think influencer marketing campaigns helped them reach a more targeted audience, thus leading to more impactful results. (SOURCE: Activate by Bloglovin')
- According to a study, consumers trust influencers 3x more than ads (SOURCE: Nielsen Global Trust in Advertising Survey, 2012).

The funds for the current efforts were included within the Digital Advertising budget in 2017-2018, but after hosting these influencers first hand, it is better classified as a "site visit" type expense where we pay for travel and fees, not digital advertising.

In 2018, we hosted four influencers to date, with one more visiting in September, and have seen remarkable results even though we are just midway through this campaign. The influencers were chosen due to their large followings on their social media accounts and their fanbases within the branding focuses that we are trying to reach: adventure and outdoors; arts, history, and culture; active sports adventure; culinary and family.



After just a few weeks of this campaign, post results for just the first two influencers that visited (Top Flight Family and Life with Mutts) were strong:

- 19 pieces of content had been posted
- 1,587,905 impressions had been served
- 39,095 video views
- 21,918 likes on the content and 437 comments

We anticipate with David's Been Here even stronger results because he has over 1 million followers and created 5 videos (even though only contracted and paid for one).

Goals: To host 12 influencers in 2018-2019 and for them to reach audiences of 5 million total followers for all influencers.

Tactics:

- Identify top travel influencers in the adventure, nature, lifestyle, food, sports, arts and culture spectrum on Instagram and Twitter and contract them to expose our destination to their audience.
- Arrange trips for them to experience Jacksonville's highlights first hand.
- Plan influencer trips around large events to show off the destination at its best.

Content Development

Strategies: To have new monthly content to share with our audiences with a focus on our key attributes. Video still is the best performing advertising tactic, primarily through social media. We will add video assets and new tours annually.

Goals: To develop 24 new blogs and videos.

Tactics:

- ***Subject matter will be consistent with the plan focus areas of outdoors and water; history, arts and culture; and sports.***
- New photography and video efforts for those activities we don't have photos of, including 360-degree videos.

- Development of new content where it may be currently lacking based on the Marketing Plan Content Calendar
- Phone App: In Year 2 ***Visit Jacksonville will complete implementation of an app by June 30, 2019.***

Consumer Mass Email

Strategies: To grow the email database and to exceed the current levels of engagement.

Goals: To grow our leisure email database by 10% in 2018-2019.

Tactics:

- Send monthly emails to each of the personas we have established over the last five years.
- Further categorize our followers to be able to provide them with relevant content of interest.
- Promote large trip-worthy special events.
- To share video and photos through the emails sent to encourage more visitors to come to Jacksonville.

NEW! Out-of-Market Outreach/Promotional Events

Strategies: To host an event in a city where we are running advertising in order to further the Jacksonville image. To plan an event, have a booth at an existing event, or plan an out-of-the-box display in a high traffic area in coordination with advertising campaigns that would engage potential visitors and have the potential for media coverage in these cities.

Goals: To host two out of market city events

Tactics:

- These strategies will be planned around existing media trips to coordinate the effort and reduce any potential additional travel expenses in the first year of trying out this effort.
- Potential locations already being visited include: Atlanta & Charlotte and this tactic could be utilized along with the media mission.
- This marketing tactic involves working with an external "guerilla" team to target events that may coincide with an event Jacksonville generally features (i.e. Jazz Festival).

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TOURIST DEVELOPMENT COUNCIL MEETING MINUTES

Thursday, September 13, 2018
1:30 P.M.
Lynwood Roberts Room
117 West Duval Street

City Hall, First Floor

Draft

Attendance

City Council President Aaron Bowman, Board Chairperson
City Council Vice President Scott Wilson, Board Vice Chairperson
City Council Member Lori N. Boyer, Board Member (arr. 1:47, dep. 4:30)
Barbara Goodman, Board Member
Steven Grossman, Board Member
Kirit Patidar, Board Member – Excused
Craig Smith, Board Member – Excused
Dawn Southworth, Board Member
Jeffrey Truhlar, Board Member

Annette Hastings, TDC Executive Director
Jeff Clements, Chief of Research
Colleen Hampsey, Council Research
Kim Taylor, Assistant Council Auditor
Phillip Peterson, Council Auditor's Office
Lawsikia Hodges, Deputy General Counsel

Meeting Convened 1:31 p.m. **Meeting Adjourned: 4:43 p.m.**

Call to Order

Chairman Bowman called the meeting to order with a quorum present.

Approval of Minutes

The minutes of the TDC Quarterly Meeting of August 9, 2018 were **approved unanimously** as distributed.

TDC Financial Report

Assistant Council Auditor Kim Taylor gave the TDC Financial Report. The various accounts had the following remaining budgetary balances: Tourist Bureau = $0; Marketing - $26,500; Convention Sales - $900; Development and Planning - $123,933; Special Event Grants - $1,767. A total of $140,320 remains to be spent in accordance with the adopted Tourist Development Plan without further City Council action. Balances in other accounts requiring City Council approval for use include: Development Account - $3,807,937.51; Contingency Account - $1,463,000; TDC Special Revenue Fund - $32,278. Any amounts unspent at the end of the fiscal year will roll over into the Development Account in the next fiscal year.

Bed tax revenue collections are up 9.63% calendar year over year, up 10.46% for fiscal year over year, and up 9.8% for the month of July year over year. Councilor Truhlar said that the increases for the last year in Jacksonville have substantially exceeded the national growth rate. Councilor Southworth noted that at this time last year there were 1,200 rooms in downtown hotels that were out of commission due to hurricane damages.

Visit Jacksonville Travel Plan

FY 2017-2018 Travel Request – Amendment: Michael Corrigan, CEO of Visit Jacksonville, asked permission to revise the travel budget to reallocate funds for 2 trips that he will not be taking (JinkoSolar VIP Customer Event and Chamber of Commerce London/Jaguars trip) and to reallocate that funding to travel for other staff members to attend a conference in Ohio and for the CEO to attend the IMEX America meeting in Las Vegas.

Motion: amend the FY17-18 travel budget as requested by Visit Jacksonville

Public Comment – none

The motion was **approved unanimously.**

FY 2018-2019 Travel Plan – Sarina Wiechens of Visit Jacksonville noted a few differences between the events being attended in the FY17-18 versus FY18-19 travel plans.

Motion: approve the Visit Jacksonville FY18-19 travel plan as presented

Public Comments – None

The motion was **approved unanimously.**

Tourist Bureau Services Contract – Visit Jacksonville

Comprehensive Listings Update – FY 2017-18: Rachel Welch of the TDC staff said that the Comprehensive Listings Update is a deliverable item in the Year One contract due to be presented by September 30th. Visit Jacksonville was unaware of that provision; Ms. Wiechens said it was her understanding that the deadline for all deliverables in the Year One contract was extended to November 2018, and said she will meet with the TDC staff to clarify this point.

Visitor Kiosks Update – FY 2017-18: Mr. Corrigan said that another week has been added to the RFP process to provide clarification about some specifications. Visit Jax will make a report at the next meeting about the RFPs received.

Downtown Visitor Center Security: Mr. Corrigan said that a single employee works in the Laura Street office alone on weekends and he will be looking to add additional personnel to have two people on duty, adjust hours, or employ some other joint security effort with downtown businesses to ensure the safety of the staff in that office. A proposal will be forthcoming at a future meeting.

Tourist Bureau Services Year 2 Plan – Final Revision

Mr. Corrigan reported that the City Council had passed Ordinance 2018-535 this week which authorizes Visit Jacksonville to request up to a 10% advance on each contract and he presented letters making the request for the full 10% advance for both FY17-18 and FY18-19. The members discussed whether the ordinance was intended to apply retroactively to FY17-18, which is nearing completion. Mr. Corrigan felt that since the ordinance was passed in FY17-18, it should apply to this year's budget as well, which is not retroactive. Assistant Council Auditor Kim Taylor said that there is no budget capacity in the FY17-18 budget to advance another month's funding without tapping one of the reserve or contingency accounts. Council Member Boyer said her understanding was that the ordinance was intended to apply to the FY18-19 contracts; an advance on FY17-18 would have required the appropriation of funding for 13 months in that year.

Motion (Boyer): approve a $40,000 (10%) advance on the Tourist Bureau Services Contract operating budget for FY 2018-2019

Public Comments – None

The Boyer motion was **approved unanimously**.

Motion: approve a procurement authorization request for a second amendment to the Tourist Bureau Services contract to:

1) increase maximum indebtedness by $400,000; 2) add an "advance payment" authorization; 3) allow the contractor to include a separate line item and/or itemization for travel and entertainment expenses; 4) allow the contractor to make 3 payment requests in the last month of the fiscal year; 5) change the contractor's evaluation period to February 1-September 30 and change the timing of final report date to no later than October 25th; 6) change the benchmark for the Beaches Visitor

Center attendance increase to 10,000; 7) provide for a monthly payment schedule of 12 installments for monthly overhead; and 8) authorize the Office of General Counsel to make technical and non-substantive changes as needed to align contract provisions with the other amendments; authorize the OGC to draft and execute a contract amendment in accordance with the procurement award with no further action necessary by the TDC

Council Member Boyer asked about the interacting effects of allowing advance payment requests along with the regular 1/12th payments for the fixed overhead. It will be important to make the contract clear about how the true-up takes place at the end of a fiscal year to reconcile the advance payments with the overhead payments with the processed reimbursements so as not to overpay on the contract.

Ms. Boyer also asked about the February-to-September 8 month evaluation period. Deputy General Counsel Lawsikia Hodges said that first year contract only covers 8 months of the fiscal year so she drafted the contact to reflect that evaluation period. Ms. Wiechens said that Visit Jax will be happy to provide the additional 4 months of data to make a full calendar year for evaluation. Ms. Hodges was directed to make the contract reflect a 12-month evaluation period. Ms. Boyer asked about the proposed change in the year-end report being due by October 25th; that leaves very little time for the TDC staff to do the processing necessary to be ready for the TDC meeting on November 6th. Visit Jax agreed to move the deadline back to October 20th, with the understanding that some data may not be available by that time and would be reported later.

Amendments to the original motion: 1) make the contract reflect a 12-month evaluation period; 2) change the reporting deadline to October 20th

Public comment – none

The motion was **approved unanimously as amended**.

Convention Sales & Services Contract – Visit Jacksonville

Convention Sales & Services Year 2 Plan – Final Submittal
Kim Taylor requested that the contract be revised to remove $170,000 in Convention Sales Grants from the contract to correct a budgeting oversight and mirror the TDC's action in the current year's budget. The $170,00 will be part of the plan component, but not part of Visit Jacksonville's budget.

Motion (Boyer): revise the contract to remove reference to $170,000 in Convention Sales Grants

Public comment – none

The motion was **approved unanimously**

Motion (Grossman): approve a convention grant request for the Electric Power Research Institute for $1,675 for an event at the Hyatt Regency on November 3-7, 2019, using $1,569 of unallocated funds from the Convention Grant account for FY17-18 and $106 from the Convention Grant category

Public comment – none

The Grossman motion was **approved unanimously**.

Visit Jacksonville request for up to 10% advance for FY 2018-19 (authorized by 2018-535)
Mr. Corrigan requested that Visit Jax be granted a 10% advance on the FY18-19 Convention Sales and Services contract amount.

Motion (Boyer): approve a 10% advance of $206,657 on the FY18-19 Convention Sales and Services contract amount

Council Member Boyer cautioned that the contract oversight will need to keep careful track of the reimbursements versus the advance payment so that the last two months of payments are carefully reconciled to avoid overpayment.

Public comment – none

The motion was **approved unanimously**

Convention Sales and Services FY 2018-2019 Contract Amendment and Procurement Authorization

Motion: authorize the TDC staff to obtain a procurement award to execute a Fist Amendment to the contract as follows: 1) increase maximum indebtedness by $2,066,570; 2) add an "advance payment" authorization; 3) allow the contractor to include a separate line item and/or itemization for travel and entertainment expenses; 4) delete reference to use of FY15-16 as the baseline year and refer to revised Performance Measures and Goals in Exhibit B; 5) reference a schedule of monthly overhead payments and allow the contractor to make 3 payment requests in the last month of the contract year; 6) change the contractor's evaluation period to the fiscal year and change the timing of final report date to October 20th; 7) amend Exhibit B to incorporate performance measures and goals adopted by the TDC in June 2017; 8) provide for a monthly payment schedule of 12 installments for monthly overhead; and 9) authorize the Office of General Counsel to make technical and non-substantive changes as needed to align contract provisions with the other amendments; authorize the OGC to draft and execute a contract amendment in accordance with the procurement award with no further action necessary by the TDC.

Public Comments - none

The motion was **approved unanimously**

Marketing Services Contract Year 2 Plan – Visit Jacksonville & Dalton Agency

Ryan Gambrell of the Dalton Agency recommended a goal of 5% increase in Visit Jax website traffic year over year resulting from paid media in the Year 2 annual plan and the performance evaluation metrics. Council Member Boyer noted that while the marketing services contract amount is increasing, the amount allocated to paid media is not increasing.

Motion (Wilson): change the Visit Jacksonville website visitation goal to a 5% increase year over year resulting from paid media

Public Comments - none

The motion was **approved unanimously**.

Ms. Boyer asked for clarification that the votes being taken refer to the previously approved plans, and the executive summaries of the plans handed out with the agenda are not the definitive documents. She also cautioned Visit Jacksonville about submitting invoices in a timely basis so that the TDC and City Finance staffs can track the advances and reimbursements against the approved budget so that

Marketing Services Year 2 Plan – Final Submittal

Marketing Services Contract – Visit Jacksonville & Dalton Agency

Mr. Corrigan presented Visit Jacksonville's request for up to 10% advance ($284,762.20) for FY 2018-19 on the Marketing Services contract.

Motion (Goodman): approve a 10% advance ($284,762.20) for FY 2018-19 on the Marketing Services contract.

Public comment – none

The Goodman motion was **approved unanimously.**

Ms. Boyer cautioned Visit Jax to submit the reimbursement requests for media buys on a timely basis.

Marketing Services FY 218-2019 Contract Amendment and Procurement Authorization

Motion: authorize TDC staff to obtain a procurement award to execute a First Amendment to the Marketing Services Contract as follows: 1) increase the maximum indebtedness amount by $2,847,622; 2) add an advance payment provision for up to 10% of the contract amount; 3) allow the contractor to include a separate line item and/or itemization for travel and entertainment expenses; 4) reference a schedule of monthly overhead payments and allow the contractor to make 3 payment requests in the last month of the contract year; 5) change the contractor's evaluation period to the fiscal year and change the timing of final report date to October 20th; 6) amend the performance goal for website traffic to an increase of 5% as driven by paid media; 7) provide for a monthly payment schedule of 12 installments for monthly overhead; and 9) authorize the Office of General Counsel to make technical and non-substantive changes as needed to align contract provisions with the other amendments; authorize the OGC to draft and execute a contract amendment in accordance with the procurement award with no further action necessary by the TDC.

Public Comments – none

The motion was **approved unanimously**.

Development and Planning Plan Component – Proposed Research Projects

UNF Arts and Culture Tourism Survey - Dr. Michael Binder, University of North Florida
Council Member Boyer gave some background on the issue of a proposed study of the reasons for the relatively low rating given to the City's museums and cultural assets on visitor and meeting planner surveys. Dr. Binder described the methodology he proposed to understand visitor experiences and satisfaction. Interviewers would be stationed at the museums and cultural sites to survey people exiting the sites and also at hotels to interview out-of-town visitors about their visit plans and impressions of

Jacksonville's art and culture amenities. Since not all visitors stay in hotels (many stay with friends and family), he also recommends having interviewers at other locations in town (popular restaurants, shopping areas, the beaches) to reach that segment of the visitor market. Steve Grossman suggested that because so many visitors are guided in their tourism choices by recommendations from local residents, the survey might also include local residents (i.e. outside grocery stores) to gauge their knowledge and attitudes about attractions and how they guide visitors. Barbara Goodman suggested that the survey results be reported in two phases – January through early summer and summer through late fall – so that some sense of the data can be received before another year has passed. Council Member Boyer urged that at least half of the survey respondents be out-of-town visitors so that their opinions are fairly captured and can be compared to the other surveys on this subject. She recommended that the 1,000 target respondents be surveyed in January through June, with the possibility of appropriating funds later for additional interviews later in the summer and fall of 2019.

Motion (Boyer): allocate $30,000 from the Research and Planning account for a UNF survey of visitors and some local residents to be reported by June 30, 2019 (data collected through May 2019) -

Public comment – none

The Boyer motion was **approved unanimously**.

AirBNB / AirDNA Solutions - TDC Staff
TDC Executive Director Annette Hastings reported on further research requested by the TDC at a previous meeting about the availability of data on peer-to-peer rental services (i.e. Airbnb). AirDNA (an affiliate company of Airbnb) offers several levels of subscription services offering different degrees of detail and customizability at different prices. A monthly Market Minder subscription for data on Jacksonville (excluding the Beaches cities) is $40; a subscription for the entire county's data (includes the Beaches) is $100 per month. There is some Airbnb booking data available free online, but it would have to be captured and downloaded daily by TDC staff and then compiled into a report. President Bowman reported that he has appointed a committee on this subject chaired by Council Member Becton that will begin its work shortly and will report by next summer. Commissioner Southworth said that this is a common problem in cities and counties across the country and suggested that staff research what other cities may be doing to track peer-to-peer rentals. Councilor Truhlar said that there are several other companies besides Airbnb in that business (VRBO, Homeaway). Ms. Boyer said that she would rather find a company that can provide data on the peer-to-peer industry at large, not just one company's data. Mr. Bowman said he will talk with a representative of Airbnb about what data might be available at no cost and there will be further discussion at a future meeting.

Public Comments - none

<u>Convention Sales and Services Plan Component – Subscription</u>

STR Jacksonville Custom DestinationMAP Survey – FY 2017-18 Amendment TDC Staff
Rachel Merritt reported that STR had sent out 1,951 survey emails to a list of meeting planners and organizations provided by Visit Jacksonville. Of those, only 75 of the emails were opened and surveys completed, and 31 of those responses were disqualified for a variety of reasons. Only 44 qualified surveys were completed, and the TDC had set 60 as the minimum. STR made a proposal to do telephone interviews to get the response rate up to 60 for a cost of $400 (a 50% discount from their usual rate).

Motion (Boyer): approve an allocation of $400 for telephone surveys to get an additional 16 responses for the Jacksonville Custom DestinationMAP to achieve 60 total respondents –

Public comment – none

The motion was **approved unanimously**.

STR Report – FY 2018-19 Subscription Renewal - TDC Staff
Ms. Merritt reported that the renewal rate for an annual STR report subscription is $15,470, an increase of approximately $2,000 over last year's rate. Kim Taylor said that this exceeds the budgeted amount so TDC action will be needed to amend the budget to fund an increase in that line item. She said that $13,430 remains unallocated in the Convention Sales category, but that can't be moved to the

Motion: reallocate $2,040 from Convention Sales and Service grants to supplement the $13,430 originally budgeted to provide the $15,470 needed to purchase the STR reports annual subscription

Public Comments – Rick Catlett of the Gator Bowl Association and Jacksonville Sports Council said that the STR report is very important to his organization in documenting the tourism impacts of its events and offered to help fund the annual subscription.

Motion (Boyer): allocate $13,430 in FY18-19 and the remainder from the Tourist Development Special Revenue Fund for the STR report annual subscription

Public comment - none

The Boyer motion was **approved unanimously**.

TDC Meeting Schedule

At the last meeting the council discussed meeting 10 times per year (monthly meetings, except in July and December). Ms. Boyer presented a draft calendar with specific action items scheduled for specific months, with the expectation that special meetings will be needed on occasion as items arise that require attention. She explained her rationale for the scheduling of different items at different times of the year. Councilor Grossman recommended that promoters applying for event grants make application well in advance of the event date and in plenty of time for TDC staff to do the processing and background work before the item is placed on the TDC agenda.

FY2016-17 Dalton Invoices – Visit Jacksonville

Brian Kincaid of the Dalton Agency explained that they have $29,716.72 of unpaid invoices pending that were not billed to Visit Jacksonville before $240,000 in unexpended Visit Jacksonville funds were rolled over into the Contingency Account at the end of the last fiscal year. Ms. Boyer said that the TDC did not have a contract with the Dalton Agency in FY16-17, so the TDC could not directly pay the invoices. Mr. Daly said that their anticipation was that the TDC would appropriate the funds out of the Contingency Account to Visit Jax for ultimate payment to Dalton. Mr. Corrigan said that his staff has reviewed all the invoices to ensure that this work was all performed for Visit Jax and has not yet been paid. In response to a question from Council Member Boyer, Phillip Peterson explained that FY16-17 was the last year of the previous contract under which Visit Jax was paid 1/12 of the full contract amount each month

without receiving receipts and documentation. Ms. Hodges noted that in the last few months of the previous contract, the TDC became stricter about identifying specific expenses in specific budget categories pursuant to the 4th amendment to that contract. She said that the TDC could give contingent approval to the reallocation pending

Motion (Boyer): the TDC recommends that City Council approve payment to Visit Jacksonville from funds left unexpended in the FY16-17 Marketing budget, subject to verification of the amount and documentation by the Council Auditor's Office.

Public Comments - none

The Boyer motion was **approved unanimously.**

Legislative Update

Ordinance 2018-472-E – Tourist Development Guidelines
Ms. Boyer described the contents of the ordinance and the proposed guidelines.

Ordinance 2018-536 – TDC Executive Director and TDC Administrator Legislation
The ordinance authorized temporary hours for an interim employee while the full-time position is being advertised and a search undertaken. Ms. Boyer suggested hiring that part-time employee immediately so that they can get to work dealing with the backlog of pending invoices. She suggested that former City Council employee Rachel Merritt who has been assisting the TDC on a part-time basis for the past few weeks could continue in that role until the TDC Administrator position can be advertised and filled, with the Executive Director position taking longer to fill. Ms. Boyer explained that the City's Employee Services Division could advertise the position and do the initial screening and select a pool of good candidates for the TDC to consider. Council Member Wilson suggested that Annette Hastings be rehired after her retirement at the end of the month on a part-time basis to assist Ms. Merritt while the search is ongoing.

Motion (Boyer): authorize the TDC Chair to meet with Ms. Hastings and Ms. Merritt about continued part-time employment until a TDC Administrator and/or Executive Director can be hired –

Public comment – none

The Boyer motion was **approved unanimously**.

Motion (Boyer): request the Employee Services Department to post the TDC Administrator position as soon as possible

Ms. Boyer noted that if the position is advertised publicly for a full hiring process, then the City's veterans preference policy will apply (if candidates are otherwise equally qualified, hiring preference must be given to a qualified veteran). Chairman Bowman said that Council Secretary/Director Cheryl Brown had indicated to him that is should be easy to find a qualified candidate with an internal search, as many City employees will have the needed skills and experience. Ms. Boyer suggested that an internal search could be done and if it doesn't identify at least 3 qualified candidates, then an external search could be initiated.

The Boyer motion was withdrawn

Motion (Boyer): post the TDC Administrator position internally to the City, if possible, for up to a maximum of 2 weeks and if the search does not identify at least 3 qualified candidates, then the job will be advertised externally; Employee Services to review and rank the applications for TDC's consideration.

The motion was **approved unanimously**.

Ms. Boyer recommended that the TDC Executive Director position hiring be deferred until after the TDC Administrator is hired, and that that position be widely advertised and strongly recruited to get the best possible candidate. Chairman Bowman suggested that a subcommittee of the TDC could be appointed to lead the hiring process and do the interviewing in lieu of the entire TDC being involved. Mr. Grossman said that a small subcommittee can meet individually with the top candidates and then convene for a meeting to select the top candidate for presentation

Motion (Grossman): the TDC will appoint a 3-member subcommittee to lead the Executive Director hiring process and request Employee Services to post the position immediately –

Commissioners Boyer, Goodman and Grossman volunteered and were appointed as the subcommittee to lead the hiring process.

Ms. Boyer suggested that hiring a search firm might be justified given the importance of getting the right person, and not leaving the candidate pool to whoever might find the posting on the City's web site. She asked the Council Auditor to search for potential sources of funding in the TDC budget to pay for a search firm that don't require additional City Council action, which would delay the process considerably. Mr. Grossman suggested asking the Employee Services Department if they already have a search firm under contract.

Motion (Boyer): the TDC authorizes the Executive Director Search Subcommittee to engage a search firm to recruit for the position, utilizing City search resources that may exist, at a cost not to exceed $30,000 if available funding can be found in the TDC budget

Public comment – none

The Boyer motion was **unanimously approved**.

Ordinance 2018-473 was approved by City Council this week to amend the City's travel policies to recognize the unique mission and operations of Visit Jacksonville as the City's contract tourism marketing organization. Ms. Hodges said that a few refinements need to be made, including definitions for "entertainment expenses" and "persons related to the tourism industry." She noted that Visit Jax is holding $136,000 of accrued travel expenses. Visit Jax has sent the TDC an internal policy for how it proposes to approve and process travel requests and reimbursements. The TDC can discuss these policy issues at the October meeting. Ms. Boyer suggested that the TDC could process and reimburse some accrued expenses (airfare, hotel) under the state's travel policy and leave the rest (meals, entertainment expenses) for processing after a travel policy and forms are adopted.

Motion (Wilson): TDC adopts the Visit Jacksonville-submitted travel documentation form, reserving the right to make

Public comment – none

The Wilson motion was **approved unanimously**.

Public Comments

Rick Catlett of the Gator Bowl Association and Jacksonville Sports Council said that his organization wants to submit an application for event funding for next year's Florida State/Boise State football game, but doesn't know whether to submit the current application or wait until a new application form is developed. Chairman Bowman recommended submitting the existing application

Commissioner Goodman noted that the TDC does not appear to have any role in the consideration of the convention center proposals currently

Closing Comments

Michael Corrigan reported that Annette Hastings has been a great help to him from the day he was elected to City Council 18 years ago and thanked her for her years of service to the City, the TDC and Visit Jacksonville. Visit Jacksonville presented Ms. Hastings with a framed photograph.

Adjourn

The meeting was adjourned at 4:43 p.m.

*****Other Items may be added or deferred at discretion of the Chair. *****

4393-15

CONTRACT FOR MARKETING SERVICES
(Duval County Tourist Development Plan)

THIS CONTRACT FOR MARKETING SERVICES ("***Contract***"), made and entered into as of October 1, 2017 (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" ("***Visit Jacksonville***") and **THE DALTON AGENCY, INC.** ("***Dalton Agency***"), (jointly and severally referred to herein as the "***Contractor***").

WHEREAS, the Duval County Tourist Development Council ("***TDC***"), acting on behalf of the City, issued an Omnibus Request for Proposal for Duval County Tourist Development Plan Components: (1) Tourist Bureau Services, (2) Marketing Services, and (2) Convention Sales Services Bid No. ESC-0136-17 (the "***Omnibus RFP***");

WHEREAS, the Omnibus RFP consisted of three individual and separate Request for Proposals for the Tourist Bureau Services, Marketing Services and Convention Sales Services Tourist Development Plan components, and the Contractor submitted a response to the Marketing Services plan component;

WHEREAS, the Marketing Services plan component description of services, minimum requirements, and evaluation criteria were described in Section 4-2, Section 5-2, and Attachment B-2 of the Omnibus RFP. For purposes of this Contract, the phrase and term "***Marketing Services Request for Proposal***" or "***Marketing Services RFP***" shall refer to Section 4-2, Section 5-2, Attachment B-2 and all other sections of the Omnibus RFP that were applicable to all Plan Components as indicated therein; and

WHEREAS, based on Contractor's response to the Marketing Services RFP dated April 28, 2017, a copy of which is on file with the City Procurement Division (the "***Response***"), the TDC awarded this Contract to Contractor.

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 Marketing Services RFP.

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

(a) Section 1 (Specific Information Regarding this Omnibus RFP;
(b) Section 2 (General Instructions)

(c) Section 3 (General Terms and Conditions of Contract)
(d) Section 4-2 (Description of Services)
(e) Section 5-2 (Minimum Requirements)
(f) Attachment A (Response Format)
(g) Attachment B-2 (Evaluation Criteria Matrix
(h) Attachments C through J
(i) Attachment K-2 Listing of Available Documents for Review
(j) 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 Marketing Services 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.

All exhibits attached to this Contract are incorporated herein by this reference.

3. **Service Period**.

The initial service period of this Contract shall commence on October 1, 2017 and end on September 30, 2022 (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 one (1) five-year period.

4. **Description of Services; Scope of Work**. The Contractor shall perform the Tourist Development Plan Marketing 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 Marketing Plan, the Annual Approved Budget and the Annual Marketing Plan.

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

(a) Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness for the Services to be provided by Contractor during the Term shall not exceed Two Million Four Hundred Sixty-nine Thousand Five Hundred and 00/No Dollars ($2,469,500.00) for Fiscal Year 2017-2018, contingent each fiscal year upon the existence of lawfully appropriated funds for the Contract. At the time of Contract execution, Contractor acknowledges and understands that the Maximum Indebtedness is contingent upon the City Council of the City of Jacksonville's approval and appropriation of the Tourist Development Council's proposed annual budget for Fiscal Year 2017-2018 (the "***TDC Budget***"). Contractor further acknowledges and understands that funds for Fiscal Year 2017-2018 will be subsequently encumbered under this Contract after the TDC Budget is approved by the City Council. The TDC Budget is included in the 2017-2018 annual budget ordinance approved by

the City Council (the "***Annual Budget Ordinance***"). In the event City Council's approval of the TDC Budget or Annual Budget Ordinance adversely impacts the Maximum Indebtedness amount above, Contractor agrees to execute any necessary amendments to this Contract as required by the TDC to reduce the Maximum Indebtedness, the Services, and any other documents required by the TDC within fifteen (15) days of the TDC's written demand to Contractor. Contractor also understands and acknowledges that the funding under this Contract for subsequent fiscal years is contingent upon the City Council's approval and appropriation of funds in the annual budget ordinance.

(b) 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 or before September 27, 2017, Contractor shall submit and present a proposed annual budget 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 shall review, modified as necessary, and approve Contractor's proposed annual budget for Fiscal Year 2017-2018 on or before September 30, 2017. Each fiscal year thereafter, 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 Marketing Plan, and the Annual Marketing Plan. 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.

(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 Marketing component of the Tourist Development Plan listed in Section 666.108(b)(2)(i)-(x), *Ordinance Code* (i.e., name branding; market targeting; audience targeting; targeting direct flight markets; website; social media sites and digital advertising; visitor magazine; media relations; and topic specific brochures and videos) 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; payments to subcontractors for media production, and payments for media placements; 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. All travel and dining, parking and similar expense payments or reimbursements shall be directly disclosed and reflected in the proposed annual budget. 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 Marketing 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 total number of employees by job category and positions; and
iv. Allocation of proposed annual budget between media types- i.e. print, television, radio, social media, etc.

Contractor shall also attach the Annual Marketing 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 $50,000.00 (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 Marketing 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 Marketing 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 Marketing Plan.** On or before September 27, 2017, Contractor shall deliver and present the Tourist Development Council with the Comprehensive Marketing Plan (defined in the Marketing Services RFP) for review and approval. Unless modified by the TDC, the Comprehensive Marketing Plan shall be consistent in strategy and allocation of

resources with the conceptual marketing plan submitted in the Response. The Tourist Development Council shall review and approve the Comprehensive Marketing Plan on or before September 30, 2017, or such other date as agreed to by the parties, prior to Contractor's implementation of the plan. The Contractor shall implement the TDC approved Comprehensive Marketing Plan during the Term and the approved Comprehensive Marketing Plan shall be incorporated herein by reference and become a binding part of this Contract. Contractor shall not modify the Comprehensive Marketing Plan without first obtaining the approval of the Tourist Development Council.

8. **Annual Marketing Plan**. On or before September 27, 2017, Contractor shall submit and present a proposed annual marketing 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 shall review, amend as necessary, and approve Contractor's proposed annual marketing plan for Fiscal Year 2017-2018 on or before September 30, 2017. Each fiscal year thereafter, Contractor shall submit a proposed annual marketing plan to be reviewed, modified as necessary, and approved by the Tourist Development Council in April of each fiscal year ("***Annual Marketing Plan***"). The Annual Marketing Plan shall incorporate any suggested improvements or marketing concerns contained in Contractor's Annual Performance Evaluation and shall be consistent with the Comprehensive Marketing Plan. The Annual Marketing Plan shall contain sufficient detail that marketing campaigns designed to promote particular events or experiences shall include explicit goals for increases in the number of room nights attributable to such campaign and the methodology that will be used for measurement of the same. The Annual Marketing Plan shall analyze the allocation of marketing funds within the Tourist Development Plan component and suggest adjustments if appropriate. Such analysis shall be based on historical experience as well as information evidenced in nationwide industry trends, such as downturns in tourism in other parts of the state or country that may translate into tourism opportunities for Jacksonville. Among other things, the Annual Marketing Plan shall include a set of specific marketing campaigns and actions to be taken that will increase the number of room nights spent in Jacksonville by out-of-town leisure tourist. Using the 2016-2017 Fiscal Year as a benchmark, the Tourist Development Council will evaluate the Contractor's success based on the Performance Measures (defined below), which include without limitation, increases in the overall number of room nights, during each year of the Term. Contractor's successes shall be related to specific, purposeful activities of the Contractor under this Contract.

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 paid by the TDC in twelve payments ("***Monthly Overhead Expenses Payment(s)***") as shown on the Monthly Overhead Expenses Payment Schedule attached hereto as **Exhibit F**, subject to such payments being adjusted and reduced as provided in this Section. 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, copies of fully executed media buy and advertisement contracts 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. Notwithstanding the foregoing, the TDC's payment for prepaid media or advertisements shall be based on copies of fully executed media buy and advertisement contracts provided by Contractor. Contractor shall promptly remit evidence to the TDC of performed or satisfied media and advertisement contracts at the end of each month or as soon as the media or advertisement is performed and satisfied. Additionally, 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 media or advertisement contracts or other unpaid invoices, Contractor shall not cancel such contracts or Services without the prior approval of the TDC. If Contractor's media or advertisement contracts or other 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 (the "***Payee***"). City payments to the Payee shall satisfy City's obligations to Visit Jacksonville and the Dalton Agency under this Contract. Notwithstanding any other provisions hereunder, City's obligation under this Contract for payment shall only be to the Payee. Payee agrees to reimburse the Dalton Agency from the City payments under this Contract for any Services performed by the Dalton Agency under this Contract. City shall not be liable to the Dalton Agency under this Contract for any payments to Dalton Agency or for any payments owed by Visit Jacksonville to the Dalton Agency for services performed under this Contract.

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 using the performance measures contained on **Exhibit B** attached hereto, and any other performance measures mutually agreed to between the Contractor and the TDC ("***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 Marketing Services plan component in the proposed TDC Budget for the upcoming fiscal year and reallocate funding from the Marketing Services 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 Marketing Services 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 the Prior Contract. 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, individually Visit Jacksonville and Dalton Agency, represent and warrant 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) Visit Jacksonville 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. Dalton Agency is a Florida for profit corporation duly incorporated and validly existing under the laws of the State of Florida. 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.

(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. **Joint and Several Liability**. The obligations imposed upon Visit Jacksonville and the Dalton Agency under this Contract shall be joint and several and the act of or notice from, or notice or payment to, or the signature of, any one or more of each Contractor shall be binding on each Contractor with respect to the liabilities and obligations of this Contract, including, but not limited to, any renewal, extension, termination or modification of this Contract.

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

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

17. **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.

18. **Contractor's Governing Documents and Board Policies**. 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.

19. **Contract Documents**. The Marketing Services 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.

20. **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 Visit Jacksonville:

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

The Dalton Agency, Inc.
140 West Monroe Street, Suite 200
Jacksonville, FL 32202
Attn: President
(904) 398-5222
(904) _____
Email: mmunz@daltonagency.com
_____
_____

21. 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 Visit Jacksonville's Contract Manager is Paul Astleford, CEO, Visit Jacksonville, 208 N. Laura St., Jacksonville, FL 32202; and the Dalton Agency's Contract Manager is Brian Kinkade; 140 West Monroe Street, Suite 200, 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.

22. 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.

23. 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.

24. **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.]

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

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

CITY:

ATTEST:

CITY OF JACKSONVILLE

By _____
John C. Sawyer, Jr.
Corporation Secretary

_____
Lenny Curry
Mayor

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: 7393-15

Form Approved:

_____
Office of General Counsel

Countersigned by:

_____
Anna Lopez Brosche
Council President

CONTRACTOR:

JACKSONVILLE AND THE BEACHES CONVENTION & VISITORS BUREAU, INC. doing business as **VISIT JACKSONVILLE**

By: _____
Print Name/Title: William R Prescott, Chair
Dated: 10-16-17

THE DALTON AGENCY, INC.

By: _____
Print Name/Title: Michael R Muiz
Dated: 10-16-17

Exhibit A
Scope of Work

I. Marketing Services and Tourist Development Plan Requirements.

The Contractor shall market existing tourist-oriented facilities, attractions, activities and events in accordance with Section 666.108(b)(2), *Ordinance Code*. The Marketing Services to be performed by Contractor hereunder shall consist of name branding, market targeting, audience targeting, targeting direct flight markets, establishing and maintaining a website, social media sites and digital advertising, visitor magazine, media relations, maps, topic specific brochures and videos, and collection of brochures, videos, etc. The Tourist Development Plan provides a minimum budget of $2,300,000 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 Jacksonville City Council in the annual budget process, and the availability of funds.

During the Contract term the Contractor shall perform the Marketing component services described in Section 666.108(b)(2), *Ordinance Code*, as amended, of the Tourist Development Plan, which provides as follows:

> *(2) Marketing of existing tourist-oriented facilities, attractions, activities and events, located or occurring within the City, and identified in Plan component (1) above through advertising and marketing campaigns as described below.* This component shall require the marketing of existing tourist-oriented facilities, attractions, activities and events identified in Plan component (1) above through advertising and marketing campaigns conducted outside the City, regionally, nationally and internationally and through the maintenance of a website, publication of an annual visitor magazine, and publication or production of brochures, maps, videos and similar materials for distribution at Visitor Centers and tourist facilities. Within the overall funding allocation for this component (2), adequate funding shall be set aside annually for subparts (v), (vii), (ix) and (x) to perform the activities in each such subpart of this component. The marketing services to be provided under this component shall include, without limitation, the following advertising, tourist engagement strategies and marketing services:
>
> (i) *Name branding.* Branding of Jacksonville as a unique destination focusing on our waterways, beaches, and parks and opportunities for outdoor adventure; the City's extraordinary cultural and historical resources; and the City's passion for sports by showcasing the City's numerous sporting events and teams at all levels (culinary destination, ale trail, and medical tourism may be included in the branding but shall not be a primary focus area of the branding plan);
>
> (ii) *Market targeting.* Target markets based on study data and past tourist tracking;
>
> (iii) *Audience targeting.* Target audiences of the destination branding attributes identified in (i) above, with advertising and promotions, also including (a) Jacksonville Jaguars and other professional sports teams' opponents around

away game cities and grow out of town visitation for home games, and local leisure tourism by targeting opponent's cities, and (b) audiences based on activities unique to the area and that attract large numbers of tourists (i.e. golf, beaches and watersports, etc.); and

(iv) *Targeting direct flight markets.* Coordination with Jacksonville Aviation Authority to advertise in direct flight markets.

(v) *Website.* The establishment and maintenance of a continually updated website as the official tourist website for the City. Such website shall contain comprehensive and all-inclusive listings of all existing tourist oriented facilities, attractions, activities and events identified in (1) above. While accommodations and restaurants are recognized as essential to the tourist experience, equal emphasis shall be given to things to do and see in the City. Such listings shall be all-inclusive and may not show preference to, or otherwise emphasize, any particular event or service provider. Listings shall be sortable by business type/special interest category. Individual locations, venues and activities may be featured in specific content articles and itineraries but based on consumer interest ratings, or recognized tourist attraction rating entities and not on any request or payment by the entity advertised. If out of City day trips are promoted through such website, contributions from the jurisdictions in which such facilities are located shall be negotiated and used to offset the expense of publication. In no event shall the primary focus of any local webpage be devoted to out of City activities, venues, or services unless paid for by such jurisdiction;

(vi) *Social media sites and digital advertising.* The maintenance of social media sites which shall include links to, excerpts from, and mirror the material contained in the website above. Individual locations, venues, and activities may be featured in specific content articles and itineraries but based on consumer interest ratings, or recognized tourist attraction rating entities and not on any request or payment by the entity advertised. This subpart shall also include online digital advertising to targeted markets of the destination branding attributes identified in (i) above;

(vii) *Visitor magazine.* The publication of a Visitor Magazine no less often than annually which shall also include the comprehensive listings described above. Individual locations, venues, and activities may be featured in specific content articles and itineraries but based on consumer interest ratings, or recognized tourist attraction rating entities and not on any request or payment by the entity advertised. If out of City day trips are promoted through such Visitor magazine, contributions from the jurisdictions in which such facilities are located shall be negotiated and used to offset the expense of publication. In no event shall the primary focus of any publication be devoted to out of City activities, venues, or services unless paid for by such jurisdiction;

(viii) *Media Relations.* Promotion of the City's tourist related facilities and programs on a state, national and international level to media writers of magazines, newspapers, blogs, websites and other public relations oriented outlets;

(ix) *Maps.* The publication of maps on the website and in print identifying 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.;

(x) *Topic specific brochures and videos.* The publication of other topic specific brochures and videos, such as brochures and videos focused on water related activities and parks and outdoor adventures, area history trails and brochures or other types of businesses if expressly requested by and deemed appropriate by the Tourist Council; and

(xi) *Collection of brochures, videos, etc.* The collection and distribution of brochures, videos, and other advertising prepared by existing tourist oriented facilities, attractions, activities, and events at all visitor centers, kiosks, and such other opportunities as may arise.

The phrase "Plan Component 1" as used in the above excerpt from Section 666.108(b)(2), Ordinance Code, refers to the Tourist Bureau Component. Contractor shall strictly adhere to Chapter 666, Ordinance Code, and the Tourist Development Plan provided therein, as may be amended.

II. Additional Deliverables to be Provided by Contractor.

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 in the subsections listed below during the Contract term.

A. Marketing Services.

Contractor shall provide or cause to be provided advertising, marketing and promotional services for existing tourist-oriented facilities, attractions, activities or events identified by the official Tourist Bureau located or occurring within the City so as to attract tourists on a state, regional, national and international scale. Contractor's advertising and marketing campaigns should involve printing of brochures and other informational material; radio, television, newspaper and magazine advertisements; video production; outdoor advertisements; promotional materials regarding tour guide or sightseeing services; a hotel-motel directory including a map and food service information; an exhibit to be a part of the State of Florida exhibit; package tours and information on travel agents and tour operators; and a market analysis to determine the areas in which tourist-oriented advertising and promotion will be most effective. Contractor shall provide the City's contractor performing the Tourist Bureau Services (the "City TB Contractor") described in Section 666.108(b)(1) with marketing, promotional and advertising materials necessary to perform the Tourist Bureau Services described in Section 666.108(b)(1), Ordinance

Code (e.g., the City TB Contractor's use, distribution and display of materials in the visitor centers and visitor kiosks). Contractor shall provide the Tourist Development Council on an annual basis with a list of all new brochures, videos, maps, etc. planned for the coming year and an actual list of the brochures, videos, maps, etc. for the prior year. Contractor shall regularly and as needed identify marketing research needs and deficiencies in tourist attractions and services to the Tourist Development Council and recommend and prioritize research studies, projects or reports to be undertaken by the TDC. Contractor's digital kiosk content and appearance must be approved by the Tourist Development Council prior to implementation.

B. Website Services.

Contractor shall direct the creative process for maintaining the existing tourism website for the City. For purposes of this Attachment and the Contract, "website" means www.visitjacksonville.com, or such other website as designated by the Tourist Development Council, including without limitation, all subpages and internal webpages linked by way of domain names, and any other domain names as approved by TDC. Such website shall contain searchable databases of all existing tourist facilities, events and attractions, and listings shall be maintained electronically and sortable by geographic area, subject matter areas of interest, and "star" rating as to hotels, restaurants, etc. The website shall be regularly maintained and content on the tourism website continuously updated to insure that information is current and accurate reflecting any changes no less often than weekly. The website shall contain links to reservation services, ticket sales, tours, etc. The website may promote and highlight events and attractions of special interest but no partnership arrangements or payments may be accepted in order to receive feature promotions or special recognition. The site shall be designed to serve actual and prospective visitors and to showcase the widest possible array of tourism opportunities available to those who may visit the City. TDC shall own all IP addresses, as provided in Section 3.9 of the Marketing Services RFP. Contractor in creating and maintaining the website hereunder will use the comprehensive listings and assembled information provided by the City Tourist Bureau Agency, and Contractor will coordinate with the City Tourist Bureau Agency in obtaining such listings and assembled information. Contractor shall provide the Tourist Development Council with mock-ups/alternatives for new website designs prior to implementation of such design.

C. Media Relations.

Contractor shall maintain a pro-active on-going relationship with appropriate consumer and trade media to develop business for the City's business and recreational offerings. This activity shall be separately identified in the Annual Approved Budget.

D. Social Media Sites and Digital Advertising.

Contractor shall acquire and maintain social media names and pages on websites such as Facebook and Twitter, and any other now existing or later developed internet websites and applications as Contractor considers reasonable to maintain an active, current social media presence. Contractor shall acquire or contract with or develop a tourism mobile app for the City.

E. Visitor Magazine.

Contractor shall produce at least annually a printed Visitor's Guide for distribution at Visitor Centers and kiosks, the Florida Welcome station and various tourist facilities unless an alternative visitor guide strategy has been approved in advance by the Tourist Development Council as part of the Annual Marketing Plan required under this Contract.

F. Coordination with City agencies and other entities.

Contractor shall coordinate marketing efforts with the City's Office of Economic Development, the City's Office of Sports and Entertainment, the City's Department of Parks and Recreation, the local governments of each of the Beach communities, the Downtown Investment Authority, JAXUSA, and any parties performing services under other contracts with the Tourist Development Council. The Contractor shall maintain a close relationship with Visit Florida and other parties, if any, performing services for the Tourist Development Council, in order to maximize all opportunities for joint promotion/press trips/individual writer visits/social media, etc. The Contractor shall maintain a close relationship with the Chamber of Commerce, JAXUSA, Jax Sports Council, to include any assistance that may be required in those entities promotional efforts.

G. Coordination of Promotional and Public Relations.

Contractor shall coordinate promotional and public relations efforts for other marketing activities including signature special events that have a high return on investment (ROI) for bringing visitors to the City.

H. Service Enhancements.

Contractor shall perform the additional service enhancements contained in Contractor's Response as accepted or amended by the City at the time of the contract award (collectively, the "Service Enhancements"). The Service Enhancements are incorporated herein by reference.

I. Marketing and Advertising Campaigns.

Contractor must obtain prior approval from the Tourist Development Council of each new marketing and advertising campaign and its associated budget, goals, and evaluation metrics prior to implementing such campaign. Each marketing and advertising campaign proposed by the Contractor for TDC review and approval shall be consistent with the Comprehensive Marketing Plan and the Annual Marketing Plan.

J. 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 Marketing Services RFP; or (ii) if any such funds are used to

provide a service in partnership or cooperation with other jurisdictions or entities.

K. Reporting and Attendance at Tourist Development Council Meetings.

Contractor shall prepare a quarterly report to be presented in writing to the Tourist Development Council, and in person at each regularly scheduled Tourist Development Council meeting describing all marketing promotional and advertising activities conducted in the prior quarter, by month. In addition, such report shall include copy and market targets for all digital advertising, including impressions, click throughs, and evidence of impact. The report shall include clippings of all media placements with the ad value derived from the story including circulation, as well as clippings of all earned media and samples of any other promotion, marketing, or advertising material prepared in the preceding quarter, its distribution, value and should include the click through data and market characteristics.

Additionally, Contractor shall prepare a quarterly report comparing the number of leisure visitors by month to the same month in the prior three years. If a particular event or factor was a significant contributing factor in the increase or decrease, please explain and if necessary, extend the time period covered by the report to address such impact. In such report, identify the correlation and direct impact of any marketing campaign that promoted a particular event to the increase in leisure tourism that resulted. If a particular campaign does not achieve demonstrable results, explain the criteria that will be used to determine its continuance. All such reports shall be in writing. On no less often than an annual basis, Contractor shall provide the Tourist Development Council with a written report on the status of coordination efforts with each of the above, any obstacles or challenges encountered, and offer suggestions for better coordination in the future. All such reports and updates required in this subsection shall be in writing.

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

L. Support Services.

The Contractor shall provide 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 plan element identified above, provided the request does not exceed the approved budget for such services.

M. Travel Policy.

Contractor shall adhere to the Travel Policy set forth in Chapter 106, Part 7, *Ordinance Code*, as amended, and incorporated herein by reference. Contractor shall not be reimbursed for any travel expenses, including parking, associated with travel to and from Tourist Development Council and City Council meetings. Contractor shall not be reimbursed expenses for meals or entertainment with Tourist Development Council members, City Council or City employees. The Tourist Development Council shall develop guidelines regarding the reimbursement of travel expenses within the City. In no event shall Contractor's permitted travel expenses under

this Section exceed the allocated amount for travel contained in Contractor's Approved Annual Budget.

N. Sunshine and Public Records Requirements.

Contractor acknowledges that the Contract and any records related thereto are subject to Florida's Public Records Law.

O. Required Subscription; Use of Reports.

City shall subscribe to the Longwood Travel USA Jacksonville Visitor Report (the "***Longwood Report***") during the Contract term. Any subscription fees related thereto shall not be included in Contractor's annual budget approved by the Tourist Development Council. The TDC may use the Longwood Report to evaluate the Contractor's performance under this Contract.

P. Sponsorships; Grants Prohibited.

Contractor may accept funds, donations or payments from third-party sponsorships or organizations to assist with offsetting any expenses related to Contractor's participation in tourism industry related events and activities. Contractor's participation in such tourism industry related events and activities shall be approved by the Tourist Development Council and Contractor's participation in such events shall be all-inclusive and may not show preference to or other emphasize any particular event, service provider or third-party sponsor. Third-party sponsors or organization shall not be entitled to exclusive promotions or preferences during such tourism industry related events above such third-party sponsor or organization's pro-rata costs. Payments from third-parties under this Section shall be made payable to the City of Jacksonville c/o Duval County Tourist Development Council. Contractor shall forward all such third-party payments to the Contract Manager to be deposited into the appropriate City account and used in accordance with Chapter 666, *Ordinance Code*. Contractor may not award grants or provide sponsorships to third parties or third party events under this Contract unless approved by the TDC as an advertising or marketing campaign in the Annual Approved Budget under this Contract.

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.

I. Overall Contract Performance Measures. Contractor's satisfactory performance under this Contract shall be directly tied to following overall objective performance goals and measures listed below for each year during the Contract term:

- An annual five percent (5%) increase in the leisure market visitors/tourists as determined by the Longwood Travel USA Jacksonville Visitor Report*;
- An annual five percent (5%) increase in total tourist development tax collections; and
- A ten percent (10%) annual increase in website traffic to the City's official tourism website.

II. Specific Marketing and Advertising Campaigns. For specific TDC approved marketing and advertising campaigns, Contractor's satisfactory performance under this Contract shall be directly tied to goals and metrics presented by the Contractor and approved by the Tourist Development Council at the time of Contractor's specific marketing and advertising campaign requests. Additionally, Contractor's performance for marketing and advertising campaigns will be based on quarterly reports provided by Contractor that will include data number of people, geography and information source, as well as certain key adult segments to be designated by the TDC. Contractor's performance metrics for the specific campaign types listed below shall include at a minimum the following performance metrics for each campaign type:

Campaign Type	Performance Metrics
Display	Impressions; Clicks; Click-through rate.
Video	Video views; Video completion rate.
Native	Content views; Time spent with content; Clicks; CTR.
Paid Social	Clicks; CTR; Video views; Engagements.
SEM	Clicks; CPC; Average position; Top performing keywords.

*The Longwood Travel USA Jacksonville Visitor Report is one year behind in data.

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
Indemnity 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 Attachments I & J 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. A Contractor shall provide City with all of the services and deliverables described in the Marketing Services RFP for the Marketing Services Plan Component, the Response and this Contract. If any services, functions or responsibilities are not specifically described in the Marketing Services RFP, the Response or this 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 CITY.

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.** See Section 4-2 of the Marketing Services RFP for restrictions regarding the Contractor's location requirements for the performance of Services. 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.

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 on as required in Section 4-2 of the Marketing Services RFP. 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. Contractor shall provide City with high quality digital copies capable of reproduction of all Work.

(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 affect 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.

3.17. 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. 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.

3.21. 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, which shall include any TDC approved and unpaid obligation of Contractor made by Contractor pursuant to this Contract. Upon expiration or termination of this Contract, Contractor shall execute an assignment of contract in a form approved by the City assigning to the TDC all Contractor's right, title and interest in any TDC approved contracts executed by Contractor. Access to any and all work papers will be provided to the District 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.

3.22. **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.

3.23. **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.

3.24. **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.

3.25. 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.

3.26. 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.

3.27. 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.

3.28. 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.

3.29. 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.

3.30. 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.

3.31. 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.

3.32. 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.

3.33. 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.

3.34. 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.

3.35. 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.

3.36. <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.

3.37. 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.

3.38. 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.

3.39. 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.

3.40. 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.

Contractor acknowledges that the Contract and any records related thereto are subject to Florida's Public Records Law.

3.41. 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.

3.42. 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.

3.43. 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.

3.44. 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.

3.45. 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.

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

3.47. **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

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.

PAYMENT DATE	PAYMENT AMOUNT
October 31, 2017	$65,516.08
November 30, 2017	$65,516.08
December 31, 2017	$65,516.08
January 31, 2018	$65,516.08
February 28, 2018	$65,516.08
March 31, 2018	$65,516.08
April 30, 2018	$65,516.08
May 31, 2018	$65,516.08
June 30, 2018	$65,516.08
July 31, 2018	$65,516.08
August 31, 2018	$65,516.08
September 30, 2018	$65,516.08
TOTAL	**$786,192.96**

Tourist Bureau Transition Budget (3 Months)

	OCT, NOV, DEC 2017
EXPENSES	
VISITOR CENTER	
Salaries & Wages Airport	3,110
Salaries & Wages Ask	2,936
Salaries & Wages Green	25,216
Salaries & Wages Land	6,240
Sponsorship/Promotions	5,000
Landing VC Operating Expenses	1,475
Airport Operating Expenses	908
Greenleaf VC Operating Expenses	2,615
Publication Distribution	1,250
Database	5,000
Database/Research Staffing	18,750
Admin - Rent	6,250
TOTAL TOURIST BUREAU EXPENSES	**78,750**

SUBJECT: DUVAL COUNTY TOURIST DEVELOPMENT PLAN COMPONENTS: (1) TOURIST BUREAU SERVICES, (2) MARKETING SERVICES AND (3) CONVENTION SALES SERVICES

BID #: ESC-0136-17 **OPEN DATE: 05/03/2017**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract

AGENCY: Duval County Tourist Development Council

BASIS OF AWARD: Highest Scoring Bidder Based On Evaluation Criteria

NUMBER OF BIDS INVITED: (9) NUMBER RECEIVED: (3) OTHER: (1)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

On May 3, 2017, the City of Jacksonville, Procurement Division received two (2) responses to Component One, three (3) responses to Component Two, and one (1) response to Component Three to subject bid. On May 18, 2017 approval was granted to move forward with the interviews/demonstrations with Jacksonville and the Beaches Convention and Visitors Bureau, d/b/a Visit Jacksonville and The Dalton Agency. The Evaluation Committee has completed their bid response scoring and the vendor interviews scoring for each Component as listed below:

Component	Vendor	RFP Evaluation Score	Interview Evaluation Score	Combined Scores
Component 1 – Tourist Bureau Services	Jacksonville and The Beaches Convention and Visitors Bureau d/b/a Visit Jacksonville	72.63	5.71	**78.34**
Component 2 – Marketing Services	Jacksonville and The Beaches Convention and Visitors Bureau d/b/a Visit Jacksonville & The Dalton Agency	77.13	7.14	**84.27**
Component 3 – Convention Sales Services	Jacksonville and The Beaches Convention and Visitors Bureau d/b/a Visit Jacksonville	77.00	6.71	**83.71**

Recommend approval to forward the recommendation to the Tourist Development Council for final deliberations and award.

ATTACHMENTS: Recommendation Memo; Scoring Sheets; Evaluation Criteria's

ANALYST: CHELSEY FLEMING **RESPECTFULLY SUBMITTED** for GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Lori N. Boyer, Chair, Duval County Tourist Development Council Lori Boyer

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/5/17

OTHER:

ACTION OF AWARDING AUTHORITY DATE

APPROVED by CSPEC to grant TDC final award authority Lori N Boyer DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

SUBJECT: DUVAL COUNTY TOURIST DEVELOPMENT PLAN COMPONENTS: (1) TOURIST BUREAU SERVICES, (2) MARKETING SERVICES AND (3) CONVENTION SALES SERVICES

BID #: ESC-0136-17 **OPEN DATE: 05/03/2017**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract

AGENCY: Duval County Tourist Development Council

BASIS OF AWARD: Highest Scoring Bidder Based On Evaluation Criteria

NUMBER OF BIDS INVITED: (9) NUMBER RECEIVED: (3) OTHER: (1)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
On May 3, 2017, the City of Jacksonville, Procurement Division received two (2) responses to Component One, three (3) responses to Component Two, and one (1) response to Component Three to subject bid. The Evaluation Committee has completed their review and has recommend approval to move forward with Interviews/Oral Presentations with the only vendor for each Component to score above the required sixty-five (65) points, Jacksonville and the Beaches Convention and Visitors Bureau, d/b/a Visit Jacksonville and The Dalton Agency. As part of the response for Component 2 Marketing Services, The Dalton Agency failed to submit the requested forms as listed in the RFP. Procurement has received these forms and request approval to accept and waive this technicality as a minor irregularity.

ATTACHMENTS: Recommendation Memo; Scoring Sheets; Evaluation Criteria's

ANALYST: _____ CHELSEY FLEMING

RESPECTFULLY SUBMITTED _____ GREGORY GEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Lori N. Boyer, 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 4 MEMBERS DISAPPROVING Ø DATE: 5/18/17

Teresa R. Eibree _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Lori N. Boyer, Chair Tourist Dev. Council

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

Contract: Convention Sales & Services Contract #7393-14

SUBJECT: Request for Increased Indebtedness for Visit Jacksonville Convention Sales Service Contract #7393-14-First Amendment
Award for ESC-0136-17 TDC Plan Component of Convention Sales & Services

DATE: September 14, 2018

The TDC is requesting, per the action taken at the TDC Meeting of September 13, 2018, to increase the maximum indebtedness for the Visit Jacksonville Convention Sales & Services Contract # 7393-14- First Amendment in amount of:

Contract	Increase Amount	Maximum Indebtedness	Index Code	Subobject
Convention Sales	$2,066,570	$4,158,340	CCTD132CON	04904

Attachments:
Convention Sales & Services Contract First Amendment Procurement Authorization Request
Convention Sales & Services Annual Plan FY 2018-19 Executive Summary
TDC Minutes-September 13, 2018

Procurement Authorization Request for Contract for Convention Sales and Services (9/13/18 TDC Meeting – OGC Handout #2)

Motion authorizing TDC staff to obtain a procurement award to execute a First Amendment to the Contract for Convention Sales and Services between the City and Jacksonville and the Beaches Convention & Visitors Bureau, Inc. ("Visit Jacksonville") as noted below, and authorizing the Office of General Counsel to draft and execute a contract amendment in accordance with the procurement award with no further necessary action by the TDC:

1) Increase the maximum indebtedness by $2,066,570 for Fiscal Year 2018-2019 for a new cumulative maximum indebtedness of $4,158,340 (Section 5 –Maximum Indebtedness; Restrictions on Use of Funds)
2) Add an "advance payment" provision to contract that permits the TDC, in its sole discretion, to make a one-time lump sum advance payment to Contractor of up to ten percent (10%) of the maximum indebtedness amount for each fiscal year, including renewal terms, to provide necessary start-up funds for the Contractor to commence the Services under the Contract. Contractor would make the request in writing and TDC would need to approve the request at a TDC meeting (Section 5 –Maximum Indebtedness; Restrictions on Use of Funds)
3) Amend contract to allow for the TDC to request the Contractor to include a separate line item and/or itemized expenditures for travel and entertainment expenses on the annual approved budget (Section 6 - Annual Budget Approval)
4) Amend contract to delete reference to use of 2015-2016 Fiscal Year as a benchmark for the TDC's evaluation of Contractor and amend to refer to revised Performance Measures and Goals contained on Exhibit B (Section 8 - Annual Convention Sales, Services and Marketing Plan)
5) Amend contract to reference that a schedule of Monthly Overhead Expenses Payments will be adopted for each fiscal year (Section 9- Invoice and Payment); also allow Contractor to make three payment requests the last month of the Contract year (September)
6) Amend contract to state that the Contractor's Evaluation Period will be based on a fiscal year (October 1-September 30th) and that the TDC will evaluate Contractor in the November immediately following the end of the fiscal year, but by no later than the January immediately following the end of the fiscal year. Additionally, Contractor will also be required to provide a fiscal year end report on or before October 20th of each Contract year that includes the outcomes of the Performance Measures and Goals. Also clarify that a "Contract year" and "fiscal year" refers to October 1st through September 30th. (Section 10 - Annual Performance Evaluation; TDC's Right to Allocate or Reallocate Funding)
7) Amend Exhibit B Performance Measures to include revised performance measures and goals as adopted in June 2017 TDC meeting (see attached)
8) Amend Exhibit F (Payment Schedule for Monthly Overhead Expenses) to include payment schedule for Fiscal Year 2018-2019 (12 installments from October-September at the end of each month for approx. $111,102.92 and total payment amount of $1,333,235.05)

9) Authorize Office of General Counsel to make additional technical and non-substantive changes to the contract as needed to align contract provisions with the above items listed above.

Exhibit B (Performance Measurements)

The Tourist Development Council shall use the following five (5) performance measures and goals as outlined below 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.

I. Overall Contract Performance Measures and Goals. Contractor's satisfactory performance under this Contract for each fiscal year (October 1-September 30th) during the Contract Term shall be directly tied to the following five (5) overall objective performance measures and goals listed below:

1) Room Night Production: Annual 5% increase in new room night future production (contracts obtained in a given calendar year for the current year and future years) over baseline of 85,000 (see Table 1.1 below);
2) Annual 5% increase for room night actualization (current calendar year actual occupancy) over baseline of 85,000 (see Table 1.1 below);
3) Annual .25% minimum REV PAR group segment growth based on the Group Segment Trend Report data per year over each year's actual rate over baseline of $14.54 for first Contract year;
4) 2% increase in awareness growth of Jacksonville as a destination (to 8% from a base of 6%) as measured by Smith Travel Research as part of the Destination MAP report and surveys); and
5) Maintain a minimum base of 50% of room night production and room night actualization that is new business (booked and actualized).

The goals for each Contract year for performance measures 1 and 2 above shall be based on the immediate preceding Contract year period as identified in Table 1.1 below.

II. Table 1.1 Performance Measures and Goals by Contract Year for PM 1 and PM 2 Only

Abbreviation Key

FY Eval Period – Fiscal Year Evaluation Period; ECD – Evaluation Completion Period; EVAL – Evaluation; PM- Performance Measure; RNP – Room Night Production; RNA – Room Night Actualization

Contract Fiscal Year	**Contract Fiscal Year Budget**	**Fiscal Year EVAL Period (ECY)**	**TDC Annual ECP**	**Required RNP For CY Eval Period** (PM 1 Goal 5% increase per year)	**Required RNA For CY Eval Period** (PM 2 Goal (5% per year)
Year 1 Oct. 1, 2017-Sept. 30, 2018	FY17-18	Oct. 1, 2017-Sept. 30, 2018	November 2018, but no later than January 2019	85,000 (baseline)	85,000 (baseline)
Year 2 Oct. 1, 2018-Sept. 30, 2019	FY18-19	Oct. 1, 2018-Sept. 30, 2019	November 2019, but no later than January 2020	89,250	89,250
Year 3 Oct. 1, 2019-Sept. 30, 2020	FY19-20	Oct. 1, 2019-Sept. 30, 2020	November 2020, but no later than January 2021	93,712	93,712
Year 4 Oct. 1, 2020-Sept. 30, 2021	FY20-21	Oct. 1, 2020-Sept. 30, 2021	November 2021, but no later than January 2022	98,398	98,398
Year 5 Oct. 1, 2021-Sept. 30, 2022	FY21-22	Oct. 1, 2021-Sept. 30, 2022	No review if contract is not renewed; or review November 2022, but no later than January 2023	103,317	103,317

PM 3 Goal: Annual .25% minimum REV PAR group segment growth based on the Group Segment Trend Report data per year over each year's actual rate over baseline of $14.54 for first Contract year (i.e., FY17-18 $14.54; FY18-19-$14.58; FY19-20-$14.62; FY20-21 $14.66; FY21-22-$14.70)

PM 4 Goal: 2% increase in awareness growth of Jacksonville as a destination (to 8% from a base of 6%) as measured by Smith Travel Research as part of the Destination MAP report and surveys); and

PM 5 Goal: Maintain a minimum base of 50% of room night production and room night actualization that is new business (booked and actualized).

CONVENTION SALES & SERVICES ANNUAL PLAN YEAR 2

EXECUTIVE SUMMARY

2017-2018 has been strong year for our Convention Sales & Service efforts. We launched our new "Meet Yourself in JAX" campaign with a call to action of "Meet In JAX" for meetings and "Tour In JAX" for group tours. Our advertising this year is performing well across our target markets and new Sales & Services collateral has been developed to align with our marketing efforts. We launched a new LinkedIn strategy targeting meeting planners, and recently planned to expand our social media efforts to include Facebook. We are also excited about the future changes scheduled for the meetings and group tour pages of our website.

Our team hosted another successful THE PLAYERS Championship FAM trip and partnered with Florida's First Coast of Golf on a FAM trip for Chinese travel agents. We are also seeing a solid return on investment from our sales events and tradeshow participation in both lead generation and increasing destination awareness for meeting and group tour planners. In addition, the Group Segment Trend report indicated significant gains in group occupancy and RevPAR for the months of February and April, contributing to the historic Q1 visitation figures for the destination.

Note: Bold, italic font throughout document represents additional items due to amendments to the plan by TDC at the meeting on August 9, 2018.

2017-2018 Convention Sales Results to Date

FY2017-2018 Sales Goals	Actual YTD as of June 30, 2018	% of Annual Goal
Generate 85,000 Definite RN	72,908	86%
Increase annual room night actualization by 5%; ***85,000 in Year 1***	Contracted 72,089 Picked up 71,990	95%
Generate a minimum increase of 0.25% in REVPAR for the Group Segment Trend report - ***$14.54*** actual Sept 2017; Goal amount: ***$14.58 (FY 2017-2018)***	Group REV Par Avg - **$15.44** Group REV Par Running 12 Months - **$15.91**	104%
Increase the awareness of Jacksonville as a destination by 2% per the Destination MAP Report (base of 6% with 40% survey response rate)	TBD; Awaiting final results	TBD
Maintain a minimum base of 50% new business for room night production.	80% new business for Q3	

Any year 1 contract deliverables not completed by September 30, 2018 will be delivered prior to November 30, 2018 using the funds encumbered from the year 1 budget for 2017-18.

All metrics and deliverables will be based and tracked on the contractual and fiscal years running from October 1 through September 30.

2018-2019 Proposed Metrics

Performance Metrics	FY2018-2019 Goals
Increase in new room night production for FY2018-2019 by 5%	85,000 FY2017-2018 metric plus 5% increase is **89,250** Definite Room Nights FY 2018-2019
Increase annual room night actualization for FY2018-2019 by 5%	85,000 FY2017-2018 metric plus 5% increase is **89,250**
Generate a minimum increase of 0.25% in REVPAR for the Group Segment Trend Report in FY2018-2019	$14.58 for FY2017-2018 metric plus 0.25% increase is **$14.62**
Increase in the awareness of Jacksonville as a destination by 2% per the Destination MAP Report	TBD; Awaiting final results for FY2017
Maintain a minimum base of 50% new business for room night production.	

Internal and external research will continue to guide our sales and marketing efforts. Using research as a tool, the Visit Jacksonville Sales & Services team will focus its efforts on the six Convention Sales & Services components to market, promote, and sell the City of Jacksonville as a convention, meeting, and group tour destination. We used the following industry and internal research as a guide for our efforts FY2018-2019:

- American Express Meetings Events Forecast 2017
- MPI: Meetings Outlook 2017 Quarterly Reports
- Visit Jacksonville Convention Services Survey Responses & Client Requests

Strategy: Promotion to Tourist Groups

Visit Jacksonville's Sales & Services Team is solely focused on the promotion and marketing of the City of Jacksonville to meeting planners, event planners, and group tour operators. Our team adheres to industry standards and possesses the destination knowledge to develop strategic marketing tactics, which include:

- Manage an annual advertising campaign for digital and print ads, social media, websites, and e-newsletters
- Generate sales collateral including meeting planner guides, banners, postcards, tradeshow booths, event invitations, and sales presentations
- Create convention services collateral including brochures, planning toolkits, pre/post-event mailers, and services presentations
- Establish annual promotions for meetings and group tour (lead generation business) initiatives

These marketing efforts assist the Visit Jacksonville Sales & Services Team in soliciting and cultivating business from key meeting and group tour markets that have historically booked in Jacksonville, as well as developing new business opportunities. We will continually implement new and innovative marketing initiatives to aid in increasing in leads, bookings, and the awareness of Jacksonville as a destination.

We will plan to implement the following promotion to tourist group tactics in FY2018-2019:

Tactics:

- Distribute and publicize new medical meetings collateral
- Sponsor a Meeting Professionals International (MPI) Healthcare Meeting Compliance Certificate (HMCC)

course to increase visibility of Jacksonville to medical meeting planners
- Research opportunities to use virtual reality products for convention marketing efforts
- Enhance meetings and group tour website pages and drive client visitation to these pages

Strategy: Convention Market Targeting

We are currently working with a Convention Sales & Services database of over 4,500 accounts, in all markets. Based on Smith Travel Research, Destination MAP, and our existing iDSS database, we will continue our focus to increase market penetration in the current convention, meeting and group markets:

- Association
- SMERF (Sports, Military, Education, Religious, and Fraternal)
- Corporate
- Government
- Multicultural
- Reunion
- Group Tour

We will continue to leverage destination awareness by maintaining and increasing proactive sales efforts in these cities and regions:

- Atlanta
- Charlotte
- Chicago
- Dallas
- New York City
- Tallahassee
- Washington DC

We will implement the following Convention Sales market targeting tactics in FY2018-2019.

Tactics:

- Initiate proactive efforts to book financial and insurance training meetings and conferences
- Assess current group tour sales efforts with "group tour friendly" hotels and attractions, to determine the level of interest in future group-tour business
- Research and develop lists for "Group Tour Friendly" hotels, restaurants, and attractions
- Establish group tour "seasons" based on local festivals and events
- Implement data-appending project to enhance client database and customize e-newsletter messaging for key target markets

Strategy: Convention Sales Activities

Convention sales is a process which requires time to cultivate and maintain business relationships with meeting planners and group tour operators. We will continue to use the variety of sales activities listed, as part of our "10 touches" process to generate meeting, convention, and group tour business for the City of Jacksonville.

- Prospecting
- Tradeshows

- Sales Missions
- Client Events
- Familiarization Trips (FAM)
- Site Visits
- Email/e-newsletters
- Direct mail

We will plan to implement the following Convention Sales tactics for FY2018 - 2019.

Tactics:

- Initiate outreach to colleges, universities, hospitals and churches for Bring It Home JAX (BIHJ) efforts
- Relaunch a proactive medical meetings effort
- Attend 2 national group tour association tradeshows
- Host bi-annual luncheons to educate local leaders on the BIHJ program and recognize local BIHJ Ambassadors
- Host 4 sales missions in target markets (Chicago, New York, Tallahassee, and Texas)
- Plan 1 local client event in conjunction with the NCAA Men's Basketball Tournament
- Host 1 FAM targeted for the following markets and purposes: THE PLAYERS Championship (to close business). Note: this was previously estimated to be 2 FAM events in Year 2; however, the second event was the NCAA Tournament which is scheduled so close to the new TPC date that it was determined that a client event would be more successful for the NCAA Tournament.
- Participate in VISIT FLORIDA co-ops for tradeshows and client events

Proposed FY2018-2019 Travel Schedule

Each year the Sales & Services team will analyze return-on-investment and return-on-objectives for the current year's tradeshows, sales missions, client events and FAMs. Based on strategies to align with key market segments, and to support the efforts to generate future meeting, event, and group tour bookings, we have prepared a travel schedule attached in a separate document for approval by the TDC.

Strategy: Coordination with City Convention Center Management

Visit Jacksonville will continually manage our working relationship with the SMG Jacksonville facility managers to help provide business leads, and monthly sales reports to assist in fully booking the convention center.

We will plan to implement the following tactics to ensure coordination with City Convention Center Management in FY2018-2019.

Tactics:

- Conduct annual review of open dates to book additional conventions, supplementing current consumer show bookings at the Prime Osborn Convention Center
- Review processes for convention center bookings and contracting
- Develop a brochure for convention center-hotel transportation options and/or packages
- Incorporate SMG facilities in FAMs and local client events, when possible

Strategy: Convention Service Activities

The Visit Jacksonville Convention Services team continues to lead the way with innovative service offering and serves as the destination experts for meeting planners.

A sampling of services we continually provide and enhance include:

- Attendance building materials for pre-event marketing: photo library, videos, infographics, and conference pre-promotion collateral
- Services referrals (audio-visual companies, photographers, décor, transportation, etc.)
- Activities and Entertainment referrals (restaurants for offsite events, dine-a-rounds, entertainment, nightlife, teambuilding, and group tours)
- Welcome Tables with visitor information for groups when they arrive onsite

We will plan to implement the following tactics to provide Convention Services in FY2018–2019.

Tactics:

- Relaunch the Show Your Badge program
- Develop group tour welcome packets for tour operators
- Evaluate and enhance the Jacksonville International Airport convention welcome signage plan and group welcome opportunities
- Plan and coordinate annual sales events (FAMs, client events, local industry meetings)
- Organize and manage the Local Host Committee for the Florida Society of Association Executives 2019 Annual Conference

Strategy: Convention Grants

Visit Jacksonville will continue to offer convention grants to conventions or conferences and qualify these groups via the grant checklist, which includes group need periods, city competition, and use of grant funds, etc.

We will plan to implement the following tactics to manage the Convention Grant Program in FY2018-2019.

Tactics:

- Implement new TDC convention grant policies, and recommend policy updates that will assist the City of Jacksonville in maintaining a competitive grant program, as needed
- Identify potential opportunities to streamline the grant payment process
- Offer multiple-year grants to attract new business opportunities to Jacksonville, during need periods

Jacksonville
DUVAL COUNTY
Tourist Development Council

OFFICE OF THE CITY COUNCIL

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TOURIST DEVELOPMENT COUNCIL MEETING MINUTES

Thursday, September 13, 2018
1:30 P.M.
Lynwood Roberts Room
117 West Duval Street

City Hall, First Floor

Draft

Attendance

City Council President Aaron Bowman, Board Chairperson
City Council Vice President Scott Wilson, Board Vice Chairperson
City Council Member Lori N. Boyer, Board Member (arr. 1:47, dep. 4:30)
Barbara Goodman, Board Member
Steven Grossman, Board Member
Kirit Patidar, Board Member – Excused
Craig Smith, Board Member – Excused
Dawn Southworth, Board Member
Jeffrey Truhlar, Board Member

Annette Hastings, TDC Executive Director
Jeff Clements, Chief of Research
Colleen Hampsey, Council Research
Kim Taylor, Assistant Council Auditor
Phillip Peterson, Council Auditor's Office
Lawsikia Hodges, Deputy General Counsel

Meeting Convened 1:31 p.m. **Meeting Adjourned: 4:43 p.m.**

Call to Order

Chairman Bowman called the meeting to order with a quorum present.

Approval of Minutes

The minutes of the TDC Quarterly Meeting of August 9, 2018 were **approved unanimously** as distributed.

TDC Financial Report

Assistant Council Auditor Kim Taylor gave the TDC Financial Report. The various accounts had the following remaining budgetary balances: Tourist Bureau = $0; Marketing - $26,500; Convention Sales - $900; Development and Planning - $123,933; Special Event Grants - $1,767. A total of $140,320 remains to be spent in accordance with the adopted Tourist Development Plan without further City Council action. Balances in other accounts requiring City Council approval for use include: Development Account - $3,807,937.51; Contingency Account - $1,463,000; TDC Special Revenue Fund - $32,278. Any amounts unspent at the end of the fiscal year will roll over into the Development Account in the next fiscal year.

Bed tax revenue collections are up 9.63% calendar year over year, up 10.46% for fiscal year over year, and up 9.8% for the month of July year over year. Councilor Truhlar said that the increases for the last year in Jacksonville have substantially exceeded the national growth rate. Councilor Southworth noted that at this time last year there were 1,200 rooms in downtown hotels that were out of commission due to hurricane damages.

Visit Jacksonville Travel Plan

FY 2017-2018 Travel Request – Amendment: Michael Corrigan, CEO of Visit Jacksonville, asked permission to revise the travel budget to reallocate funds for 2 trips that he will not be taking (JinkoSolar VIP Customer Event and Chamber of Commerce London/Jaguars trip) and to reallocate that funding to travel for other staff members to attend a conference in Ohio and for the CEO to attend the IMEX America meeting in Las Vegas.

Motion: amend the FY17-18 travel budget as requested by Visit Jacksonville

Public Comment – none

The motion was **approved unanimously.**

FY 2018-2019 Travel Plan – Sarina Wiechens of Visit Jacksonville noted a few differences between the events being attended in the FY17-18 versus FY18-19 travel plans.

Motion: approve the Visit Jacksonville FY18-19 travel plan as presented

Public Comments – None

The motion was **approved unanimously.**

Tourist Bureau Services Contract – Visit Jacksonville

Comprehensive Listings Update – FY 2017-18: Rachel Welch of the TDC staff said that the Comprehensive Listings Update is a deliverable item in the Year One contract due to be presented by September 30th. Visit Jacksonville was unaware of that provision; Ms. Wiechens said it was her understanding that the deadline for all deliverables in the Year One contract was extended to November 2018, and said she will meet with the TDC staff to clarify this point.

Visitor Kiosks Update – FY 2017-18: Mr. Corrigan said that another week has been added to the RFP process to provide clarification about some specifications. Visit Jax will make a report at the next meeting about the RFPs received.

Downtown Visitor Center Security: Mr. Corrigan said that a single employee works in the Laura Street office alone on weekends and he will be looking to add additional personnel to have two people on duty, adjust hours, or employ some other joint security effort with downtown businesses to ensure the safety of the staff in that office. A proposal will be forthcoming at a future meeting.

Tourist Bureau Services Year 2 Plan – Final Revision

Mr. Corrigan reported that the City Council had passed Ordinance 2018-535 this week which authorizes Visit Jacksonville to request up to a 10% advance on each contract and he presented letters making the request for the full 10% advance for both FY17-18 and FY18-19. The members discussed whether the ordinance was intended to apply retroactively to FY17-18, which is nearing completion. Mr. Corrigan felt that since the ordinance was passed in FY17-18, it should apply to this year's budget as well, which is not retroactive. Assistant Council Auditor Kim Taylor said that there is no budget capacity in the FY17-18 budget to advance another month's funding without tapping one of the reserve or contingency accounts. Council Member Boyer said her understanding was that the ordinance was intended to apply to the FY18-19 contracts; an advance on FY17-18 would have required the appropriation of funding for 13 months in that year.

Motion (Boyer): approve a $40,000 (10%) advance on the Tourist Bureau Services Contract operating budget for FY 2018-2019

Public Comments – None

The Boyer motion was **approved unanimously**.

Motion: approve a procurement authorization request for a second amendment to the Tourist Bureau Services contract to:

1) increase maximum indebtedness by $400,000; 2) add an "advance payment" authorization; 3) allow the contractor to include a separate line item and/or itemization for travel and entertainment expenses; 4) allow the contractor to make 3 payment requests in the last month of the fiscal year; 5) change the contractor's evaluation period to February 1-September 30 and change the timing of final report date to no later than October 25th; 6) change the benchmark for the Beaches Visitor

Center attendance increase to 10,000; 7) provide for a monthly payment schedule of 12 installments for monthly overhead; and 8) authorize the Office of General Counsel to make technical and non-substantive changes as needed to align contract provisions with the other amendments; authorize the OGC to draft and execute a contract amendment in accordance with the procurement award with no further action necessary by the TDC

Council Member Boyer asked about the interacting effects of allowing advance payment requests along with the regular 1/12th payments for the fixed overhead. It will be important to make the contract clear about how the true-up takes place at the end of a fiscal year to reconcile the advance payments with the overhead payments with the processed reimbursements so as not to overpay on the contract.

Ms. Boyer also asked about the February-to-September 8 month evaluation period. Deputy General Counsel Lawsikia Hodges said that first year contract only covers 8 months of the fiscal year so she drafted the contact to reflect that evaluation period. Ms. Wiechens said that Visit Jax will be happy to provide the additional 4 months of data to make a full calendar year for evaluation. Ms. Hodges was directed to make the contract reflect a 12-month evaluation period. Ms. Boyer asked about the proposed change in the year-end report being due by October 25th; that leaves very little time for the TDC staff to do the processing necessary to be ready for the TDC meeting on November 6th. Visit Jax agreed to move the deadline back to October 20th, with the understanding that some data may not be available by that time and would be reported later.

Amendments to the original motion: 1) make the contract reflect a 12-month evaluation period; 2) change the reporting deadline to October 20th

Public comment – none

The motion was **approved unanimously as amended**.

<u>**Convention Sales & Services Contract – Visit Jacksonville**</u>

Convention Sales & Services Year 2 Plan – Final Submittal
Kim Taylor requested that the contract be revised to remove $170,000 in Convention Sales Grants from the contract to correct a budgeting oversight and mirror the TDC's action in the current year's budget. The $170,00 will be part of the plan component, but not part of Visit Jacksonville's budget.

Motion (Boyer): revise the contract to remove reference to $170,000 in Convention Sales Grants

Public comment – none

The motion was **approved unanimously**

Motion (Grossman): approve a convention grant request for the Electric Power Research Institute for $1,675 for an event at the Hyatt Regency on November 3-7, 2019, using $1,569 of unallocated funds from the Convention Grant account for FY17-18 and $106 from the Convention Grant category

Public comment – none

The Grossman motion was **approved unanimously**.

Visit Jacksonville request for up to 10% advance for FY 2018-19 (authorized by 2018-535)
Mr. Corrigan requested that Visit Jax be granted a 10% advance on the FY18-19 Convention Sales and Services contract amount.

Motion (Boyer): approve a 10% advance of $206,657 on the FY18-19 Convention Sales and Services contract amount

Council Member Boyer cautioned that the contract oversight will need to keep careful track of the reimbursements versus the advance payment so that the last two months of payments are carefully reconciled to avoid overpayment.

Public comment – none

The motion was **approved unanimously**

Convention Sales and Services FY 2018-2019 Contract Amendment and Procurement Authorization

Motion: authorize the TDC staff to obtain a procurement award to execute a Fist Amendment to the contract as follows: 1) increase maximum indebtedness by $2,066,570; 2) add an "advance payment" authorization; 3) allow the contractor to include a separate line item and/or itemization for travel and entertainment expenses; 4) delete reference to use of FY15-16 as the baseline year and refer to revised Performance Measures and Goals in Exhibit B; 5) reference a schedule of monthly overhead payments and allow the contractor to make 3 payment requests in the last month of the contract year; 6) change the contractor's evaluation period to the fiscal year and change the timing of final report date to October 20th; 7) amend Exhibit B to incorporate performance measures and goals adopted by the TDC in June 2017; 8) provide for a monthly payment schedule of 12 installments for monthly overhead; and 9) authorize the Office of General Counsel to make technical and non-substantive changes as needed to align contract provisions with the other amendments; authorize the OGC to draft and execute a contract amendment in accordance with the procurement award with no further action necessary by the TDC.

Public Comments - none

The motion was **approved unanimously**

Marketing Services Contract Year 2 Plan – Visit Jacksonville & Dalton Agency

Ryan Gambrell of the Dalton Agency recommended a goal of 5% increase in Visit Jax website traffic year over year resulting from paid media in the Year 2 annual plan and the performance evaluation metrics. Council Member Boyer noted that while the marketing services contract amount is increasing, the amount allocated to paid media is not increasing.

Motion (Wilson): change the Visit Jacksonville website visitation goal to a 5% increase year over year resulting from paid media

Public Comments - none

The motion was **approved unanimously**.

Ms. Boyer asked for clarification that the votes being taken refer to the previously approved plans, and the executive summaries of the plans handed out with the agenda are not the definitive documents. She also cautioned Visit Jacksonville about submitting invoices in a timely basis so that the TDC and City Finance staffs can track the advances and reimbursements against the approved budget so that

Marketing Services Year 2 Plan – Final Submittal

Marketing Services Contract – Visit Jacksonville & Dalton Agency

Mr. Corrigan presented Visit Jacksonville's request for up to 10% advance ($284,762.20) for FY 2018-19 on the Marketing Services contract.

Motion (Goodman): approve a 10% advance ($284,762.20) for FY 2018-19 on the Marketing Services contract.

Public comment – none

The Goodman motion was **approved unanimously.**

Ms. Boyer cautioned Visit Jax to submit the reimbursement requests for media buys on a timely basis.

Marketing Services FY 218-2019 Contract Amendment and Procurement Authorization

Motion: authorize TDC staff to obtain a procurement award to execute a First Amendment to the Marketing Services Contract as follows: 1) increase the maximum indebtedness amount by $2,847,622; 2) add an advance payment provision for up to 10% of the contract amount; 3) allow the contractor to include a separate line item and/or itemization for travel and entertainment expenses; 4) reference a schedule of monthly overhead payments and allow the contractor to make 3 payment requests in the last month of the contract year; 5) change the contractor's evaluation period to the fiscal year and change the timing of final report date to October 20th; 6) amend the performance goal for website traffic to an increase of 5% as driven by paid media; 7) provide for a monthly payment schedule of 12 installments for monthly overhead; and 9) authorize the Office of General Counsel to make technical and non-substantive changes as needed to align contract provisions with the other amendments; authorize the OGC to draft and execute a contract amendment in accordance with the procurement award with no further action necessary by the TDC.

Public Comments – none

The motion was **approved unanimously**.

Development and Planning Plan Component – Proposed Research Projects

UNF Arts and Culture Tourism Survey - Dr. Michael Binder, University of North Florida
Council Member Boyer gave some background on the issue of a proposed study of the reasons for the relatively low rating given to the City's museums and cultural assets on visitor and meeting planner surveys. Dr. Binder described the methodology he proposed to understand visitor experiences and satisfaction. Interviewers would be stationed at the museums and cultural sites to survey people exiting the sites and also at hotels to interview out-of-town visitors about their visit plans and impressions of

Jacksonville's art and culture amenities. Since not all visitors stay in hotels (many stay with friends and family), he also recommends having interviewers at other locations in town (popular restaurants, shopping areas, the beaches) to reach that segment of the visitor market. Steve Grossman suggested that because so many visitors are guided in their tourism choices by recommendations from local residents, the survey might also include local residents (i.e. outside grocery stores) to gauge their knowledge and attitudes about attractions and how they guide visitors. Barbara Goodman suggested that the survey results be reported in two phases – January through early summer and summer through late fall – so that some sense of the data can be received before another year has passed. Council Member Boyer urged that at least half of the survey respondents be out-of-town visitors so that their opinions are fairly captured and can be compared to the other surveys on this subject. She recommended that the 1,000 target respondents be surveyed in January through June, with the possibility of appropriating funds later for additional interviews later in the summer and fall of 2019.

Motion (Boyer): allocate $30,000 from the Research and Planning account for a UNF survey of visitors and some local residents to be reported by June 30, 2019 (data collected through May 2019) -

Public comment – none

The Boyer motion was **approved unanimously**.

AirBNB / AirDNA Solutions - TDC Staff
TDC Executive Director Annette Hastings reported on further research requested by the TDC at a previous meeting about the availability of data on peer-to-peer rental services (i.e. Airbnb). AirDNA (an affiliate company of Airbnb) offers several levels of subscription services offering different degrees of detail and customizability at different prices. A monthly Market Minder subscription for data on Jacksonville (excluding the Beaches cities) is $40; a subscription for the entire county's data (includes the Beaches) is $100 per month. There is some Airbnb booking data available free online, but it would have to be captured and downloaded daily by TDC staff and then compiled into a report. President Bowman reported that he has appointed a committee on this subject chaired by Council Member Becton that will begin its work shortly and will report by next summer. Commissioner Southworth said that this is a common problem in cities and counties across the country and suggested that staff research what other cities may be doing to track peer-to-peer rentals. Councilor Truhlar said that there are several other companies besides Airbnb in that business (VRBO, Homeaway). Ms. Boyer said that she would rather find a company that can provide data on the peer-to-peer industry at large, not just one company's data. Mr. Bowman said he will talk with a representative of Airbnb about what data might be available at no cost and there will be further discussion at a future meeting.

Public Comments - none

<u>Convention Sales and Services Plan Component – Subscription</u>

STR Jacksonville Custom DestinationMAP Survey – FY 2017-18 Amendment TDC Staff
Rachel Merritt reported that STR had sent out 1,951 survey emails to a list of meeting planners and organizations provided by Visit Jacksonville. Of those, only 75 of the emails were opened and surveys completed, and 31 of those responses were disqualified for a variety of reasons. Only 44 qualified surveys were completed, and the TDC had set 60 as the minimum. STR made a proposal to do telephone interviews to get the response rate up to 60 for a cost of $400 (a 50% discount from their usual rate).

Motion (Boyer): approve an allocation of $400 for telephone surveys to get an additional 16 responses for the Jacksonville Custom DestinationMAP to achieve 60 total respondents –

Public comment – none

The motion was **approved unanimously**.

STR Report – FY 2018-19 Subscription Renewal - TDC Staff
Ms. Merritt reported that the renewal rate for an annual STR report subscription is $15,470, an increase of approximately $2,000 over last year's rate. Kim Taylor said that this exceeds the budgeted amount so TDC action will be needed to amend the budget to fund an increase in that line item. She said that $13,430 remains unallocated in the Convention Sales category, but that can't be moved to the

Motion: reallocate $2,040 from Convention Sales and Service grants to supplement the $13,430 originally budgeted to provide the $15,470 needed to purchase the STR reports annual subscription

Public Comments – Rick Catlett of the Gator Bowl Association and Jacksonville Sports Council said that the STR report is very important to his organization in documenting the tourism impacts of its events and offered to help fund the annual subscription.

Motion (Boyer): allocate $13,430 in FY18-19 and the remainder from the Tourist Development Special Revenue Fund for the STR report annual subscription

Public comment - none

The Boyer motion was **approved unanimously**.

TDC Meeting Schedule

At the last meeting the council discussed meeting 10 times per year (monthly meetings, except in July and December). Ms. Boyer presented a draft calendar with specific action items scheduled for specific months, with the expectation that special meetings will be needed on occasion as items arise that require attention. She explained her rationale for the scheduling of different items at different times of the year. Councilor Grossman recommended that promoters applying for event grants make application well in advance of the event date and in plenty of time for TDC staff to do the processing and background work before the item is placed on the TDC agenda.

FY2016-17 Dalton Invoices – Visit Jacksonville

Brian Kincaid of the Dalton Agency explained that they have $29,716.72 of unpaid invoices pending that were not billed to Visit Jacksonville before $240,000 in unexpended Visit Jacksonville funds were rolled over into the Contingency Account at the end of the last fiscal year. Ms. Boyer said that the TDC did not have a contract with the Dalton Agency in FY16-17, so the TDC could not directly pay the invoices. Mr. Daly said that their anticipation was that the TDC would appropriate the funds out of the Contingency Account to Visit Jax for ultimate payment to Dalton. Mr. Corrigan said that his staff has reviewed all the invoices to ensure that this work was all performed for Visit Jax and has not yet been paid. In response to a question from Council Member Boyer, Phillip Peterson explained that FY16-17 was the last year of the previous contract under which Visit Jax was paid 1/12 of the full contract amount each month

without receiving receipts and documentation. Ms. Hodges noted that in the last few months of the previous contract, the TDC became stricter about identifying specific expenses in specific budget categories pursuant to the 4th amendment to that contract. She said that the TDC could give contingent approval to the reallocation pending

Motion (Boyer): the TDC recommends that City Council approve payment to Visit Jacksonville from funds left unexpended in the FY16-17 Marketing budget, subject to verification of the amount and documentation by the Council Auditor's Office.

Public Comments - none

The Boyer motion was **approved unanimously.**

Legislative Update

Ordinance 2018-472-E – Tourist Development Guidelines
Ms. Boyer described the contents of the ordinance and the proposed guidelines.

Ordinance 2018-536 – TDC Executive Director and TDC Administrator Legislation
The ordinance authorized temporary hours for an interim employee while the full-time position is being advertised and a search undertaken. Ms. Boyer suggested hiring that part-time employee immediately so that they can get to work dealing with the backlog of pending invoices. She suggested that former City Council employee Rachel Merritt who has been assisting the TDC on a part-time basis for the past few weeks could continue in that role until the TDC Administrator position can be advertised and filled, with the Executive Director position taking longer to fill. Ms. Boyer explained that the City's Employee Services Division could advertise the position and do the initial screening and select a pool of good candidates for the TDC to consider. Council Member Wilson suggested that Annette Hastings be rehired after her retirement at the end of the month on a part-time basis to assist Ms. Merritt while the search is ongoing.

Motion (Boyer): authorize the TDC Chair to meet with Ms. Hastings and Ms. Merritt about continued part-time employment until a TDC Administrator and/or Executive Director can be hired –

Public comment – none

The Boyer motion was **approved unanimously**.

Motion (Boyer): request the Employee Services Department to post the TDC Administrator position as soon as possible

Ms. Boyer noted that if the position is advertised publicly for a full hiring process, then the City's veterans preference policy will apply (if candidates are otherwise equally qualified, hiring preference must be given to a qualified veteran). Chairman Bowman said that Council Secretary/Director Cheryl Brown had indicated to him that is should be easy to find a qualified candidate with an internal search, as many City employees will have the needed skills and experience. Ms. Boyer suggested that an internal search could be done and if it doesn't identify at least 3 qualified candidates, then an external search could be initiated.

The Boyer motion was withdrawn

Motion (Boyer): post the TDC Administrator position internally to the City, if possible, for up to a maximum of 2 weeks and if the search does not identify at least 3 qualified candidates, then the job will be advertised externally; Employee Services to review and rank the applications for TDC's consideration.

The motion was **approved unanimously**.

Ms. Boyer recommended that the TDC Executive Director position hiring be deferred until after the TDC Administrator is hired, and that that position be widely advertised and strongly recruited to get the best possible candidate. Chairman Bowman suggested that a subcommittee of the TDC could be appointed to lead the hiring process and do the interviewing in lieu of the entire TDC being involved. Mr. Grossman said that a small subcommittee can meet individually with the top candidates and then convene for a meeting to select the top candidate for presentation

Motion (Grossman): the TDC will appoint a 3-member subcommittee to lead the Executive Director hiring process and request Employee Services to post the position immediately –

Commissioners Boyer, Goodman and Grossman volunteered and were appointed as the subcommittee to lead the hiring process.

Ms. Boyer suggested that hiring a search firm might be justified given the importance of getting the right person, and not leaving the candidate pool to whoever might find the posting on the City's web site. She asked the Council Auditor to search for potential sources of funding in the TDC budget to pay for a search firm that don't require additional City Council action, which would delay the process considerably. Mr. Grossman suggested asking the Employee Services Department if they already have a search firm under contract.

Motion (Boyer): the TDC authorizes the Executive Director Search Subcommittee to engage a search firm to recruit for the position, utilizing City search resources that may exist, at a cost not to exceed $30,000 if available funding can be found in the TDC budget

Public comment – none

The Boyer motion was **unanimously approved**.

Ordinance 2018-473 was approved by City Council this week to amend the City's travel policies to recognize the unique mission and operations of Visit Jacksonville as the City's contract tourism marketing organization. Ms. Hodges said that a few refinements need to be made, including definitions for "entertainment expenses" and "persons related to the tourism industry." She noted that Visit Jax is holding $136,000 of accrued travel expenses. Visit Jax has sent the TDC an internal policy for how it proposes to approve and process travel requests and reimbursements. The TDC can discuss these policy issues at the October meeting. Ms. Boyer suggested that the TDC could process and reimburse some accrued expenses (airfare, hotel) under the state's travel policy and leave the rest (meals, entertainment expenses) for processing after a travel policy and forms are adopted.

Motion (Wilson): TDC adopts the Visit Jacksonville-submitted travel documentation form, reserving the right to make

Public comment – none

The Wilson motion was **approved unanimously**.

Public Comments

Rick Catlett of the Gator Bowl Association and Jacksonville Sports Council said that his organization wants to submit an application for event funding for next year's Florida State/Boise State football game, but doesn't know whether to submit the current application or wait until a new application form is developed. Chairman Bowman recommended submitting the existing application

Commissioner Goodman noted that the TDC does not appear to have any role in the consideration of the convention center proposals currently

Closing Comments

Michael Corrigan reported that Annette Hastings has been a great help to him from the day he was elected to City Council 18 years ago and thanked her for her years of service to the City, the TDC and Visit Jacksonville. Visit Jacksonville presented Ms. Hastings with a framed photograph.

Adjourn

The meeting was adjourned at 4:43 p.m.

***Other Items may be added or deferred at discretion of the Chair. ***

7393-14

CONTRACT FOR CONVENTION SALES AND SERVICES
(Duval County Tourist Development Plan)

THIS CONTRACT FOR CONVENTION SALES AND SERVICES ("***Contract***"), made and entered into as of October 1, 2017 (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 an Omnibus Request for Proposal for Duval County Tourist Development Plan Components: (1) Tourist Bureau Services, (2) Marketing Services, and (2) Convention Sales Services Bid No. ESC-0136-17 (the "***Omnibus RFP***");

WHEREAS, the Omnibus RFP consisted of three individual and separate Request for Proposals for the Tourist Bureau Services, Marketing Services and Convention Sales Services Tourist Development Plan components, and the Contractor submitted a response to the Marketing Services plan component;

WHEREAS, the Convention Sales and Services plan component description of services, minimum requirements, and evaluation criteria were described in Section 4-3, Section 5-3, and Attachment B-3 of the Omnibus RFP. For purposes of this Contract, the phrase and term "***Convention Sales and Services Request for Proposal***" or "***Convention Sales and Services RFP***" shall refer to Section 4-3, Section 5-3, Attachment B-3 and all other sections of the Omnibus RFP that were applicable to all Plan Components as indicated therein; and

WHEREAS, based on Contractor's response to the Convention Sales and Services RFP dated April 28, 2017, a copy of which is on file with the City Procurement Division (the "***Response***"), the TDC awarded this Contract to Contractor.

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 Convention Sales and Services RFP.

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

(a) Section 1 (Specific Information Regarding this Omnibus RFP;
(b) Section 2 (General Instructions)
(c) Section 3 (General Terms and Conditions of Contract)

(d) Section 4-3 (Description of Services)
(e) Section 5-3 (Minimum Requirements)
(f) Attachment A (Response Format)
(g) Attachment B-3 (Evaluation Criteria Matrix
(h) Attachments C through J
(i) Attachment K-3 Listing of Available Documents for Review
(j) 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 Convention Sales and Services 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 commence on October 1, 2017 and end on September 30, 2022 (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 one (1) five-year period.

4. Description of Services. The Contractor shall perform the Tourist Development Plan Convention Sales and 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 Convention Sales and Services Plan, the Annual Approved Budget and the Annual Convention Sales, Services and Marketing Plan.

5. Maximum Indebtedness; Restrictions on Use of Funds.

(a) Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness for the Services to be provided by Contractor during the Term shall not exceed Two Million Ninety-one Thousand Seven Hundred Seventy and 00/No Dollars ($2,091,770.00) for Fiscal Year 2017-2018, contingent each fiscal year upon the existence of lawfully appropriated funds for the Contract. At the time of Contract execution, Contractor acknowledges and understands that the Maximum Indebtedness is contingent upon the City Council of the City of Jacksonville's approval and appropriation of the Tourist Development Council's proposed annual budget for Fiscal Year 2017-2018 (the "***TDC Budget***"). Contractor further acknowledges and understands that funds for Fiscal Year 2017-2018 will be subsequently encumbered under this Contract after the TDC Budget is approved by the City Council. The TDC Budget is included in the 2017-2018 annual budget ordinance approved by the City Council (the "***Annual Budget Ordinance***"). In the event City Council's approval of the TDC Budget or Annual Budget Ordinance adversely impacts the Maximum Indebtedness amount above, Contractor agrees to execute any

necessary amendments to this Contract as required by the TDC to reduce the Maximum Indebtedness, the Services, and any other documents required by the TDC within fifteen (15) days of the TDC's written demand to Contractor. Contractor also understands and acknowledges that the funding under this Contract for subsequent fiscal years is contingent upon the City Council's approval and appropriation of funds in the annual budget ordinance.

(b) 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 or before September 27, 2017, Contractor shall submit and present a proposed annual budget 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 shall review, modified as necessary, and approve Contractor's proposed annual budget for Fiscal Year 2017-2018 on or before September 30, 2017. Each fiscal year thereafter, 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 Convention Sales, Services and Marketing Plan, and the Annual Convention Sales, Services and Marketing Plan. 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.

(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 Convention Sales and Services component of the Tourist Development Plan listed in Section 666.108(b)(3)(i)-(vi), *Ordinance Code* (i.e., promotion to tourist groups, convention market targeting, convention sales activities, coordination with City convention center manager, and convention service activities, and convention grants) 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; payments to subcontractors for media production, and payments for media placements (e.g., meeting industry focused advertising campaign involving printing and mailing of brochures, and other informational material; radio, television, newspaper and magazine advertisements; outdoor advertisements, 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. All travel and dining, parking and similar expense payments or reimbursements shall be directly disclosed and reflected in the proposed annual budget. 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 Marketing 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. Identify allocation to entertainment of industry professionals, FAM visits, etc.;
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 marketing and promotions.

The proposed annual budget shall also expressly identify that portion of the total available budget to be allocated to convention grants for the applicable fiscal year. Contractor shall also attach the proposed Annual Convention Sales, Services and Marketing 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 $50,000.00 (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 Convention Sales, Services and Marketing 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 Comprehensive Sales, Service and Marketing 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 Convention Sales, Service and Marketing Plan.** On or before September 27, 2017, Contractor shall deliver and present to the Tourist Development Council for

review and approval a comprehensive five year master plan regarding the allocation of resources to various aspects of this plan component in support of the convention and meeting tourism industry (the "***Comprehensive Convention Sales, Services and Marketing Plan***"). Unless modified by the TDC, the Comprehensive Convention Sales, Services and Marketing Plan shall be consistent in strategy and allocation of resources with the conceptual five year plan submitted in the Response and shall describe the use of sales force, meeting services offered, marketing plan for industry professionals, travel and meeting attendance plans, and use of convention grants. The Tourist Development Council shall review and approve the Comprehensive Convention Sales, Services and Marketing Plan on or before September 30, 2017, or such other date as agreed to by the parties, prior to Contractor's implementation of the plan. The Contractor shall implement the TDC approved Comprehensive Convention Sales, Services and Marketing Plan during the Term and the approved Comprehensive Convention Sales, Services and Marketing Plan shall be incorporated herein by reference and become a binding part of this Contract. Such plan shall set express annual goals for increases in REVPAR; increases in bookings and room nights directly attributable to the contract recipient's sales activities, and increases in occupancy percentage attributable to contract recipient's sales activities. Contractor shall not modify the Comprehensive Convention Sales, Services and Marketing Plan without first obtaining the approval of the Tourist Development Council.

8. **Annual Convention Sales, Services and Marketing Plan.** On or before September 27, 2017, Contractor shall submit and present a proposed annual comprehensive convention sales, services and marketing 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 shall review, amend as necessary, and approve Contractor's proposed Annual Convention Sales, Services and Marketing Plan for Fiscal Year 2017-2018 on or before September 30, 2017. Each fiscal year thereafter, Contractor shall submit a proposed Annual Convention Sales, Services and Marketing Plan to be reviewed, modified as necessary, and approved by the Tourist Development Council in April of each fiscal year ("("***Annual Convention Sales, Services and Marketing Plan***"). The Annual Convention Sales, Services and Marketing Plan shall incorporate any suggested improvements or marketing concerns contained in Contractor's Annual Performance Evaluation and shall be consistent with the Comprehensive Convention Sales, Services and Marketing Plan. This plan shall also include an analysis of the ratio of funds dedicated to the various aspects of this plan component and will contain alternatives for adjusting the ratio if necessary. Such analysis shall be based on historical experience as well as information evidenced in nationwide industry trends, such as downturns in tourism in other parts of the state or country that may translate into tourism opportunities for Jacksonville. Part of this plan shall be a set of specific actions to be taken that will increase the number of room nights spent in Jacksonville by out-of-town convention and meeting visitors. Using the 2015-2016 Fiscal Year as a benchmark, the Tourist Development Council will evaluate the Contractor's success based on the Performance Measures (defined below), which shall include without limitation, increases in the overall number of room nights during each year of the Term. Contractor's successes shall be related to specific, purposeful activities of the Contractor under this Contract. Contractor will emphasize the reporting of room nights projected and achieved. Contractor's goals for increases in the number of room nights shall increase in accordance with the Performance Measures (defined below).

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 paid by the TDC in twelve payments ("***Monthly Overhead Expenses Payment(s)***") as shown on the Monthly Overhead Expenses Payment Schedule attached hereto as **Exhibit F**, subject to such payments being adjusted and reduced as provided in this Section. 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, copies of fully executed media buy and advertisement contracts (e.g., meeting industry focused advertising campaign involving printing and mailing of brochures, and other informational material; radio, television, newspaper and magazine advertisements; outdoor advertisements, etc.) 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. Notwithstanding the foregoing, the TDC's payment for prepaid media or

advertisements shall be based on copies of fully executed media buy and advertisement contracts provided by Contractor. Contractor shall promptly remit evidence to the TDC of performed or satisfied media and advertisement contracts at the end of each month or as soon as the media or advertisement is performed and satisfied. Additionally, 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 media or advertisement contracts or other unpaid invoices, Contractor shall not cancel such contracts or Services without the prior approval of the TDC. If Contractor's media or advertisement contracts or other 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 ("***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 Convention Sales and Services plan component in the proposed TDC Budget for the upcoming fiscal year and reallocate funding from the Convention Sales and Services 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 Convention Sales and Services 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 the Prior Contract. 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.

(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 Convention Sales and Services 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 Convention Sales and Services 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**. 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.

18. **Contract Documents**. The Convention Sales and Services 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: 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 Paul Astleford, CEO, 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.

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

CITY:

ATTEST:

CITY OF JACKSONVILLE

By: _____
Robert C. Sawyer, Jr.
Corporation Secretary

By: _____
Lenny Curry
Mayor

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: 7393-14

Form Approved:

_____
Office of General Counsel

Countersigned by:

_____
Anna Lopez Brosche
Council President

CONTRACTOR:

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

By: _____

Print Name/Title: William R Prescott, Chair

Dated: 10-16-17

Exhibit A
Scope of Work

I. Convention Sales and Services and Tourist Development Plan Requirements.

The Contractor shall promote the City of Jacksonville, which includes Atlantic Beach, Neptune Beach, Jacksonville Beach and the Town of Baldwin, as a convention and meeting site in accordance with Section 666.108(b)(3), *Ordinance Code*. The Convention Sales Services to be performed by Contractor hereunder shall consist of promotion to tourist groups, convention market targeting, coordination with the City convention center manager, and convention service activities. The Tourist Development Plan provides a minimum budget of $2,000,000, inclusive of convention grants, and a maximum or capped budget of $2,250,000, inclusive of convention grants. Within the minimum and maximum budget bracket for this component, the budget for Fiscal Year 2017-2018, and future years, may be increased or decreased subject to 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 Convention Sales component services described in Section 666.108(b)(3), *Ordinance Code*, of the Tourist Development Plan, which provides as follows:

> *(3) Promotion of the City as a convention and meeting site.* This component shall require the promotion and further expansion of the City as a convention and meeting site for tourists. The promotion services to be provided under this component shall include:
>
> (i) *Promotion to Tourist Groups.* Promotion and marketing of the City as a convention and meeting destination to meeting planners, trade associations, industry groups, professional associations, etc.;
>
> (ii) *Convention market targeting.* Target markets based on study data and past tourist tracking;
>
> (iii) *Convention sales activities.* Convention sales activities actively pursuing potential meetings, conferences, conventions and groups and coordinating bookings with conference and convention facilities and accommodations that meet the expressed needs of the group. In this regard, no preference shall be shown to any particular private accommodation or facility;
>
> (iv) *Coordination with City convention center manager.* Coordination with the City's convention center manager to assist with fully booking that facility and meeting the accommodation needs of conventions booked at the Convention Center;
>
> (v) *Convention service activities.* Convention service activities that support the needs of tourists attending conventions and conferences in the City; and
>
> (vi) *Convention grants.* Convention grants payable to or on behalf of convention or conference groups or businesses as incentives for selection of Jacksonville as their

destination provided such conference or group shall have a minimum of 200 room nights and a minimum grant amount of $1,000.

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

II. Additional Deliverables to be Provided by Contractor.

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 in subsections listed below during the Contract term.

A. Promotion and Marketing to Tourist Groups.

Contractor shall promote and market the City as a convention and meeting destination to meeting planners, trade associations, industry groups, professional associations, etc., and may host visits by interested professional and industrial groups, organizations and associations to evaluate the City's convention facilities. Promotion to tourist groups may also include meeting industry focused advertising campaign involving printing and mailing of brochures and other informational material; radio, television, newspaper and magazine advertisements; outdoor advertisements; and, visits by interested professional and industry groups, organizations and associations to evaluate the City's convention facilities. Representatives of City agencies and private agencies under contract with the City may travel to other locations to promote these objectives.

B. Service Enhancements.

Contractor shall perform the additional service enhancements contained in Contractor's Response as accepted or amended by the City at the time of Contract Award (collectively, the "**Service Enhancements**"). The Service Enhancements are incorporated herein by reference.

C. 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 Convention Sales and Services RFP; or (ii) if any such funds are used to provide a service in partnership or cooperation with other jurisdictions or entities.

D. Reporting and Attendance at Tourist Development Council Meetings.

Contractor shall provide to the Tourist Development Council in writing, on a quarterly basis, a report of room nights reserved and the associated list of conferences, conventions, and group tour business that make up the room nights achieved through the efforts of the Convention Sales team. Group reservations achieved through the efforts of hotel sales staff shall not be included. The list must identify new and renewed business, as well as any room nights reserved that are counted in

results and are at facilities located out-of-county. The annual number of room nights to be achieved through convention sales, service and marketing activities shall be negotiated with the Tourist Development Council, with the Tourist Development Council having the final decision.

Contractor shall provide to the Tourist Development Council in writing, on a quarterly basis, a report of all groups and events for which Convention Service activities were provided in the prior quarter, any evaluations of such service provided by those in attendance or those planning the meeting or convention; and whether the group has committed to return for a future date. Contractor shall also report to the Tourist Development Council on any information, prospects or leads received while performing convention sales, services and marketing activities.

Contractor shall remit travel reports to the Tourist Development Council for all travel associated with the performance of the Convention Sales component hereunder and quarterly reports on the results of such travel. All such reports and updates required in this subsection shall be in writing.

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

E. Support Services.

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 plan element identified above.

F. Contractor Offices.

Contractor must have a staffed office in Jacksonville or establish a staffed office in Jacksonville within 30 days of award of this contract out of which all contract services will be performed.

G. Travel Policy.

Contractor shall adhere to the Travel Policy set forth in Chapter 106, Part 7, *Ordinance Code*, as amended, and incorporated herein by reference. Contractor shall only be permitted to travel in North America, including Canada, and Central America. Contractor shall not be reimbursed for any travel expenses, including parking, associated with travel to and from Tourist Development Council meetings. Contractor shall not be reimbursed expenses for meals or entertainment with Tourist Development Council members, City Council or City employees.

H. Sunshine and Public Records Requirements.

City has determined that it is in the best interest of the public that Contractor provides the Services for the Convention Sales 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 Sunshine and Public Records Requirements only. As such, the Contractor shall be obligated by contract to

adhere to the Sunshine and Public Records Requirements contained in the Convention Sales and Services RFP.

The parties acknowledge the exemption for public records contained in Section 125.0104(9), Florida Statutes, as may be amended, which provides an exemption from Section 119.07(1) and Section 24(a), Art. I of the State Constitution, for:

- Information given to a county tourism promotion agency which, if released, would reveal the identity of persons or entities who provide data or other information as a response to a sales promotion effort, an advertisement, or a research project or whose names, addresses, meeting or convention plan information or accommodations or other visitation needs become booking or reservation list data, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution;
- Booking business records, as defined in s. 255.047;
- Trade secrets and commercial or financial information gathered from a person and privileged or confidential, as defined and interpreted under 5 U.S.C. s. 552(b)(4), or any amendments thereto; and
- A trade secret, as defined in s. 812.081, held by a county tourism promotion agency is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2021, unless reviewed and saved from repeal through reenactment by the Legislature.

I. Required Subscription.

City shall subscribe to the DestinationMAP and STR and the STR Hotel Data (collectively, the "STR Reports") during the Contract term. Any subscription fees related to the STR Reports shall not be included in Contractor's annual budget approved by the Tourist Development Council. The TDC may use the STR Reports to evaluate the Contractor's performance under this Contract.

J. Existing Convention Contracts.

Contractor acknowledges that there are existing contract responsibilities for future convention service activities or grants (collectively, the "***Existing Convention Services Contracts***"). Contractor shall perform all convention sales, marketing, promotion and other service activities related to the Existing Convention Services Contracts. Funds for any previously approved convention grants have already been encumbered out of prior or current fiscal year budgets.

K. Sales Employees.

Contractor acknowledges and agrees that the sales employee positions are essential to performing the Services under this Contract. Accordingly, during the Term, Contractor shall maintain a minimum of five (5) sales employees to perform the Services under this Contract and such sales positions shall be approved by the TDC in the Contractor's Annual Approved Budget. Once a sales

employee position becomes vacant, Contractor shall have 120 days to fill such position (the "***Hiring Period***"). The Tourist Development Council shall not make payments to Contractor for unfilled, vacant staff positions after the Hiring Period and shall reduce Contractor's Annual Approved Budget by the amount of any unfilled, vacant positions.

L. Sponsorships.

Contractor may accept funds, donations or payments from third-party sponsorships or organizations to assist with offsetting any expenses related to Contractor's participation in tourism industry related events and activities. Contractor's participation in such tourism industry related events and activities shall be approved by the Tourist Development Council and Contractor's participation in such events shall be all-inclusive and may not show preference to or other emphasize any particular event, service provider or third-party sponsor. Third-party sponsors or organization shall not be entitled to exclusive promotions or preferences during such tourism industry related events above such third-party sponsor or organization's pro-rata costs. Payments from third-parties under this Section shall be made payable to the City of Jacksonville c/o Duval County Tourist Development Council. Contractor shall forward all such third-party payments to the Contract Manager to be deposited into the appropriate City account and used in accordance with Chapter 666, *Ordinance Code*. Contractor may not award grants or provide sponsorships to third parties or third party events unrelated to TDC approved convention grants under this Contract unless approved by the TDC as an advertising or marketing campaign in the Annual Approved Budget under this Contract.

M. Administration of Convention Sales Grants.

Contractor shall administer the TDC convention sales grant application process, which shall include Contractor's preparation and solicitation of request for proposals and review of applications. Contractor shall provide convention sales grant award recommendations to the Tourist Development Council for final approval. Contractor's grant award recommendations shall be consistent with all applicable TDC approved policies and procedures regarding such grants and Contractor's cumulative convention sales grant award amount as recommended to the TDC shall not exceed the Tourist Development Council's approved budget line item for convention sales grants.

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.

I. Overall Contract Performance Measures. Contractor's satisfactory performance under this Contract shall be directly tied to following overall objective performance goals and measures listed below for each year during the Contract term:

- 5% increase in new room night future production (contracts obtained in a given year for the current year and future years);
- 5% increase for room night actualization (current calendar year actual occupancy);
- .25% minimum increase for Group Segment Trend Report revenue per available room (REVPAR)
- 2% increase in awareness of Jacksonville as a destination (as measured by Smith Travel Research as part of the Destination MAP report and surveys);
- Maintain a minimum base of 50% of production that is new business (booked and actualized.

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
Indemnity 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 **Employer's Liability**	Florida Statutory Coverage $ 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 (Including Media Professional)	$1,000,000 per Claim and Aggregate

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 Attachments I & J 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. A Contractor shall provide City with all of the services and deliverables described in the Convention Sales and Services RFP for the Convention Sales and Services Plan Component, the Response and this Contract. If any services, functions or responsibilities are not specifically described in the Convention Sales and Services RFP, the Response or this 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 CITY.

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 for Plan Components 1 (Tourist Bureau Services) and 3 (Convention Sales 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 Section 4-3 of the Convention Sales and Services RFP 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 on as required in Sections 4-1, 4-2 and 4-3. 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 affect 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. Intentionally Deleted.

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 **Attachment F** attached hereto during the term of the Contract.

3.21. Insurance. Contractor shall adhere to the insurance requirements contained on **Attachment F** 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, which shall include any TDC approved and unpaid obligation of Contractor made by Contractor pursuant to this Contract. Upon expiration or termination of this Contract, Contractor shall execute an assignment of contract in a form approved by the City assigning to the TDC all Contractor's right, title and interest in any TDC approved contracts executed by Contractor. Access to any and all work papers will be provided to the District 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 Convention Sales and Services Tourist Development Plan component in an open and transparent manner. Accordingly, for purposes of this Contract, the Contractor shall be treated like a public agency for purposes of Florida's Public Records and Sunshine Law requirements. As such, the Contractor shall adhere to Florida's Public Records Law, Section 119.0701, Florida Statutes, and the Open Meetings Law and Public Records Requirements contained in the Convention Sales and Services RFP in the performance of Services under the Contract.

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 Convention Sales and Services 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

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.

PAYMENT DATE	PAYMENT AMOUNT
October 31, 2017	$108,275.92
November 30, 2017	$108,275.92
December 31, 2017	$108,275.92
January 31, 2018	$108,275.92
February 28, 2018	$108,275.92
March 31, 2018	$108,275.92
April 30, 2018	$108,275.92
May 31, 2018	$108,275.92
June 30, 2018	$108,275.92
July 31, 2018	$108,275.92
August 31, 2018	$108,275.92
September 30, 2018	$108,275.92
TOTAL	**$1,299,311.04**

SUBJECT: DUVAL COUNTY TOURIST DEVELOPMENT PLAN COMPONENTS: (1) TOURIST BUREAU SERVICES, (2) MARKETING SERVICES AND (3) CONVENTION SALES SERVICES

BID #: ESC-0136-17 **OPEN DATE: 05/03/2017**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract

AGENCY: Duval County Tourist Development Council

BASIS OF AWARD: Highest Scoring Bidder Based On Evaluation Criteria

NUMBER OF BIDS INVITED: (9) NUMBER RECEIVED: (3) OTHER: (1)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
On May 3, 2017, the City of Jacksonville, Procurement Division received two (2) responses to Component One, three (3) responses to Component Two, and one (1) response to Component Three to subject bid. On May 18, 2017 approval was granted to move forward with the interviews/demonstrations with Jacksonville and the Beaches Convention and Visitors Bureau, d/b/a Visit Jacksonville and The Dalton Agency. The Evaluation Committee has completed their bid response scoring and the vendor interviews scoring for each Component as listed below:

Component	Vendor	RFP Evaluation Score	Interview Evaluation Score	Combined Scores
Component 1 – Tourist Bureau Services	Jacksonville and The Beaches Convention and Visitors Bureau d/b/a Visit Jacksonville	72.63	5.71	**78.34**
Component 2 – Marketing Services	Jacksonville and The Beaches Convention and Visitors Bureau d/b/a Visit Jacksonville & The Dalton Agency	77.13	7.14	**84.27**
Component 3 – Convention Sales Services	Jacksonville and The Beaches Convention and Visitors Bureau d/b/a Visit Jacksonville	77.00	6.71	**83.71**

Recommend approval to forward the recommendation to the Tourist Development Council for final deliberations and award.

ATTACHMENTS: Recommendation Memo; Scoring Sheets; Evaluation Criteria's

ANALYST: CHELSEY FLEMING **RESPECTFULLY SUBMITTED** for GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Lori N. Boyer, Chair, Duval County Tourist Development Council Lori Boyer

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/5/17

OTHER:

ACTION OF AWARDING AUTHORITY DATE

APPROVED by CSPEC to grant TDC final award authority Lori N Boyer DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION