RESOLUTION NO. 2011 - 152

A RESOULTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND HANNAH MARKETING GROUP, INC. (HMG) TO PROVIDE TOURIST MARKETING RESEARCH SERVICES FOR THE COUNTY AND ITS CONTRACTING TOURIST DEVELOPMENT AGENCIES; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, St. Johns County, Florida (County) desires to enter into an Agreement with Hannah Marketing Group, Inc. (HMG) to of provide marketing research services that will enhance the effectiveness and efficiency of the County's tourist destination development and marketing; and

WHEREAS, upon consideration, the Tourist Development Council (TDC) recommends the County and its contracting tourist development agencies be provided on-going tourist marketing research programs; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed Agreement (attached hereto, and incorporated herein) and finds that entering into the Agreement serves a public purpose consistent with section 125.0104 of the Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

- Section 1. The above Recitals are hereby incorporated into the body of this Resolution and are adopted as Findings of Fact.
- Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions and requirements of the attached Agreement between St. Johns County, Florida, and Hannah Marketing Group, Inc., and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County.
- Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or concept, of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this _____ day of June 2011.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Bv:

Ken Bryan, Chair

Attest: Cheryl Strickland, Clerk

By: /ary Ha

RENDITION DATE 6/7/11

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS VISITOR MARKET/MARKETING RESEARCH SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), is entered into by and between the government of St. Johns County, Florida, a political subdivision of the State of Florida ("County"), by and through its Board of County Commissioners, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and Hannah Marketing Group, Inc. ("HMG"), a corporation organized and existing under the laws of the State of Colorado, whose address is 8490 E. Crescent Parkway, Suite 365, Greenwood Village, CO 80111.

RECITALS

Whereas, the County desires to have on-going visitor market and marketing research programs on behalf of the St. Johns County Tourist Development Council ("TDC") and its contracting agencies; and,

Whereas, HMG, through its research division known as Guest Research, is an experienced, independent strategic marketing and marketing research company that has provided similar research to The University of Virginia's Boar's Head (VA), Callaway Gardens (GA), Copper Mountain Resort (CO), Crested Butte Mountain Resort (CO), Estes Park Local Marketing District (CO), East West Resorts (Beaver Creek, Vail, Tahoe and Moonlight Basin/Big Sky), Hershey Entertainment & Resorts (PA), Holiday Valley Resort (NY), Hunter Mountain Resort (NY), Innisbrook Resort (FL), Inns & Spa at Mill Falls (NH), Jiminy Peak Mountain Resort (MA), Loon Mountain (NH), Nemacolin Woodlands Resort & Spa (PA), Northeast Vermont Development Association (VT), Northstar-at-Tahoe (CA), Pinehurst Resort (NC), Wachusett Mountain Resort (MA), WaterColor Inn (FL), Waterville Valley (NH), Windham Mountain (NY) and Wintergreen Resort (VA) among others; and,

Whereas, HMG responded to a request for proposals to provide the desired research services and was determined to be the best choice to provide said services based on price and experience.

AGREEMENT

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the **County** and **HMG** agree as follows:

I. Effect of Recitals

The above Recitals are incorporated into the body of this **Agreement**, and said Recitals are adopted as Findings of Fact.

II. Duration of Agreement

The duration of this Agreement runs from May 16, 2011 through and until 11:59 pm on July 20, 2012, and may be renewed for up to a maximum of three (3) one (1) year renewal periods, upon satisfactory performance by HMG, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as provided in this Section, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that HMG satisfactory performed the Services noted in this Agreement.

III. Scope of Services

A. Overall Objectives

HMG shall provide the **County** and its contracting marketing agency the St. Johns County Visitors & Convention Bureau, Inc. ("VCB"), with marketing research services during a 14-month period designed to accomplish the following Overall Objectives:

- 1. Determine who visits St. Johns County, why and when, how much money they spend, and how long do they stay, and what activities they participate in (Visitor Profile)
- 2. Determine how Visitors decide to visit (Buying Process)
- Determine what an actual visit looks like what is experienced and how satisfied the Visitors are with each experience, and what do visitors think is missing (Visitor Experience)
- 4. Determine the pre-arrival perceptions of first-time Visitors to St. Johns County and the perceptions of inquirers/non-Visitors (Attitudes & Awareness)
- 5. If desired, evaluate alternative positioning slogans by Visitor segment (Positioning)
- 6. Determine which visitors attend programs, festivals and events funded in part by the County, along with the expenditures, main purpose of visit, and satisfaction with the event experience

The information gained from this research will significantly enhance the effectiveness and efficiency of the County's destination development and marketing and will be utilized to support:

- 1. Media allocations
- 2. Branding of the area
- 3. Funding support for special events, festivals and programs, and
- 4. Tourism product improvements or development.

B. Specific Objectives

More specific and detailed objectives of the research shall include the following:

- 1. Determine visitor demographics, by segment (including event-goers), by season
- 2. Determine non-Visitors' perceptions of the area, reasons for not visiting and future intentions
- 3. Determine the competitive set, by segment, by season
- 4. Determine spending per visit (overall and by category), by segment, by season
- 5. Determine visit frequency, by segment, by season
- 6. Determine primary purpose of visits, by segment, by season

B. Specific Objectives (cont.)

- 7. Determine relative importance of the key demand generators, by segment, by season
- 8. Determine what should be promoted to attract different segments, by season
- 9. Determine likelihood to recommend, by segment, by season
- 10. Determine what Visitors experience, by segment, by season
- 11. Determine satisfaction with different elements of the visit experience, by segment, by season
- 12. Determine gap between expectations and actual experiences
- 13. Determine the sources of information about the area used by Visitors, by segment, by season
- 14. Determine the role of County-sponsored collateral in the decision process
- 15. Determine when Visitors made their decisions to visit

C. Research Deliverables

In performance of this Agreement, HMG will provide to the County:

- A carefully designed online survey that may be modified by season and modified to reflect previous learning. The online Visitors survey will be developed with the County and VCB to achieve the Overall Objectives defined above in Section III. A, as well as the more specific objectives defined above in Section III. B. "Branching" techniques will be used in the survey design.
- 2. An online Management Reporting System ("M.R.S.") that will track and report the results on a real-time basis throughout the 12 months of the Visitors Study; The real-time quantitative and qualitative Visitor feedback will be captured in a custom database and displayed in the M.R.S. Results will be summarized on a monthly basis, except when year-to-date results are more appropriate as with the demographic information. System "filters" in the M.R.S. will allow the County and VCB to cross tabulate the findings by segment, demographic group, etc. Access to the M.R.S. will be determined by the County and VCB. HMG will train those individuals on its use.
- 3. Four, seasonal roll-up reports analyzing the data and summarizing the findings. Visitor data will be summarized, analyzed and reported on a seasonal basis. This will be done to understand any differences from season to season as both the Visitor experience and Visitor profile change.
- 4. A summary of the findings and recommendations based on the 12 months of research. At the conclusion of the 12 months of research, HMG will prepare a summary report for presentation to the County and VCB. This report will address the Overall Objectives and Specific Objectives as set forth elsewhere in this Agreement.

D. Research Methodologies

1. Survey Methodology: All surveying will be done using an online survey designed by HMG working with the County and VCB. The survey will be self-administered by the Visitors after their visits. The advantages of online surveying include: (a) the ability to utilize a more in-depth survey instrument to collect more information; (b) respondent confidentiality that typically produces more honest responses; (c) high completion percentages (of delivered emails); (d) availability of an online database; and (e) greater cost-effectiveness.

HMG will utilize a variety of techniques to collect Visitors' email addresses. These may include: (a) downloads from lodging properties' management systems ("PMS"); (b) Visitor intercepts at a variety of locations; and (c) stakeholders' distribution to Visitors of a business card with a URL that can be used to access the online survey.

The intercepts will be conducted by representatives of the VCB, ideally using iPads to collect the Visitors' names, email addresses, zip codes and any other demographic information desired.

- 2. **Sample Size**: The sample size will be determined with the **County** and VCB based on segmentation needs and generally accepted industry standards.
- 3. Sampling Plan and Collection of Email Addresses: A sampling plan (with monthly quantities and locations defined) will be developed by HMG with the COUNTY and VCB staffs so that the respondent base is as representative of the overall Visitors as possible.
- 4. Field Work: The COUNTY and VCB will be responsible for the hiring and oversight of the "Intercept" staff that will collect Visitors' email addresses.
- 5. **Training of Intercept Staff**: **HMG** will train by telephone the intercept staff in how to approach the Visitors and collect the necessary information. A short video will be provided to support this training. Since the Intercept staff will not be required to conduct interviews, but merely collect names and email addresses of Visitors, the staff training needs are minimal.
- 6. **Emails to Visitors**: Except when the URL card is used, Visitors' names and email addresses that are collected in the selected methodologies will be emailed to **HMG**, and **HMG** will be responsible for sending out HTML emails to the Visitors and inquirers asking them to complete the survey. Respondents will access the survey by clicking on the link provided in the email. **HMG** will program the transmittal email with photos provided by the VCB, unless the VCB prefers to do this.
- 7. **Response Incentive**: It is recommended that an incentive be offered to increase the response rate. This incentive might be inclusion in a drawing for one or more prizes (e.g., a free 2-night stay or gift certificate).

E. Research Team

HMG's research team will consist of the following:

1. Scott Hannah, President of **HMG**: Scott will be accountable for all work done by the company.

E. Research Team (cont.)

- 2. Scott Saunders, Director, HMG.
- 3. Jeff Hannah, Director, Information Technology, HMG.
- 4. Christine Gouwens, Research Assistant, HMG.
- 5. Mike Campbell, Associate Consultant, **HMG**: Mike will be help in the development and oversight of the sampling plan

F. Preliminary Timetable

Development of the sampling plan, Visitors survey, transmittal email and M.R.S. are expected to require 6-7 weeks. The target date to begin surveying is June 15, 2011 with surveying completed on or about May 28, 2012. The project is expected to be completed on or about August 10, 2012. The preliminary timetable for the project is as follows:

Activity	Timing	
Initial visit by Scott Hannah to tour area, meet with County, VCB staff and Stakeholders and discuss initial draft of survey sampling requirements	1	
Develop sampling plan	May 31-June 3	
Train Intercept Staff	June 8	
Begin collecting email addresses	June 9	
Finalize transmittal emails(s), survey and M.R.S.	June 13	
Conduct limited test of system with 500 names & email addresses	June 15-20	
Modify survey as needed and commence surveying	June 21	
Complete Summer Season Roll up Report (Summer = Post- Memorial Day through Labor Day)	40 days following end of Summer Season surveying	
Complete Fall Season Roll up Report (Fall = Post-Labor Day through Thanksgiving weekend)	40 days following end of Fall Season surveying	
Complete Winter Season Roll up Report (Winter = Post- Thanksgiving through St. Patrick's Day)	40 days following end of Winter Season surveying	
Complete Spring Season Roll up Report (Spring = Post-St. Patrick's Day through Memorial Day)	40 days following end of Spring Season surveying	
Presentation of Final Report	30 days following completion of Spring Season Roll up Report	

IV. Amendments to this Agreement.

Both the **County** and **HMG** acknowledge that this **Agreement** constitutes the complete agreement and understanding of the parties.

Further, both the **County** and **HMG** acknowledge that any change, amendment, modification, revision, or extension of this **Agreement** (other than termination, as noted elsewhere in this **Agreement**) shall be in writing, and shall be executed by duly authorized representatives of both the **County**, and **HMG**.

V. Procedure for Achieving Assignment; Effect of Not Following Procedure.

In light of the scope and rationale for this Agreement, neither the **County**, nor **HMG** may assign, transfer, and/or sell any of the rights noted in this Agreement, or associated with this Agreement, without the express written approval of the other party. Should either the **County**, or **HMG**, assign, transfer, and/or sell any of the rights of this Agreement, without such prior written approval of the other party, then such action on the part of either the **County**, or **HMG**, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

VI. Compensation

- A. The maximum amount available as compensation to **HMG** under this **Agreement** is \$22,000, unless amended in the manner set forth in this **Agreement**.
- B. It is strictly understood that HMG is not entitled to the above-reference amount of compensation. Rather, HMG's compensation is based upon HMG adhering to the Overall Objectives, Specific Objectives, Research Deliverables and Research Methodologies, detailed in this Agreement. As such, HMG's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables detailed elsewhere in this Agreement.
- C. The **County** shall reimburse **HMG** for pre-approved travel and related expenses incurred in conjunction with this project. It is presumed by the parties that overnight lodging will be provided on a complimentary basis by local hoteliers.
- D. Travel to the St. Johns County by **HMG** staff is anticipated to include the following:
 - 1. An initial visit by Scott Hannah to tour the area, meet with the St. Johns County Tourist Development, VCB staff and other stakeholders to refine the research objectives and review the first draft of the survey. This trip is expected to occur in late May 2011.
 - 2. A final visit by Scott Hannah at the conclusion of the study to present findings and recommendations to the **County** and VCB.

VII. Billing/Invoicing

A. To the extent that **HMG** is not in violation with any material aspect of this **Agreement**, and has not received a notice of termination of this **Agreement** from the **County**, then **HMG** may bill/invoice the **County** periodically in accordance with the following payment schedule:

\$ 4,000	Due upon execution of this Agreement		
\$ 4,000	Due upon satisfactory completion and delivery of Summer Season Report		
\$ 4,000	Due upon satisfactory completion and delivery of Fall Season Report		
\$ 4,000	Due upon satisfactory completion and delivery of Winter Season Report		
\$6,000	Due upon satisfactory completion and delivery of Spring Season and Full		
,	Season Reports		

\$22,000 Total compensation

VII. Billing/Invoicing (cont.)

B. Although there is no billing form or format pre-approved by either the **County**, or by **HMG**, bills/invoices submitted by **HMG** shall identify the work accomplished in connection with the performance of the Agreement, as described in VII. A, above. The **County** may return a bill/invoice from **HMG**, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

Unless otherwise notified, bills/invoices should be delivered to:

Glenn L. Hastings Executive Director Tourism Development Council St. John's County, Florida 500 San Sebastian View, St. Augustine, FL 32084

- C. Upon receipt and verification of **HMG** bills/invoices, the **County** shall process the bill/invoice, and forward payment to **HMG** within thirty (30) days of verification.
- D. Acceptance of the final payment by **HMG** shall constitute a release of all claims against the **County** arising from, or by reason of, this Agreement.

VIII. Indemnity

To the fullest extent permitted by law, HMG shall indemnify, defend, and hold harmless the County, its officials, agents, servants and employees from, and against, any and all claims and liabilities originating from, connected with, associated with or growing from any act or omission on the part of HMG, its agents and/or representatives, in connection with HMG's performance, or its failure to perform, under the terms, conditions and provisions of this Agreement.

IX. Insurance

HMG, at their sole expense, shall procure and maintain for the duration of this Agreement (including any extension of this Agreement), insurance coverage of the types and in the minimum amounts set forth below:

- A. Workers' compensation to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- B. Commercial general liability coverage shall provide minimum limits of liability of \$500,000 per occurrence, \$1,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - 1. Premises/operations
 - 2. Products/complete operations
 - 3. Contractual liability

4. Independent contractors

C. Special Requirements

- 1. Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a) St. Johns County will be named as additional insured on the commercial general liability policy.
 - b) St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- 2. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- 3. It should be remembered that these are minimum requirements that are subject to modification in response to high hazard operations.

X. Termination

- A. This **Agreement** may be terminated without cause upon either the **County**, or **HMG** providing at least sixty (60) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the **County** or **HMG** intends to terminate this **Agreement** sixty (60 days from the date of notification (unless a date greater than sixty (60) days is specified). Consistent with other provisions of this **Agreement**, **HMG** shall be compensated for any services and/or expenses that are both authorized under this **Agreement** and that are performed and/or accrue up to the termination of this **Agreement**.
- B. This **Agreement** may be terminated with cause, upon either the **County**, or **HMG** providing at least thirty (30) days advance written notice to the other party of such notice of termination for cause. Such written notification shall indicate the exact cause for termination.

XI. Severability

If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

XII. Governing Law and Venue.

This **Agreement** shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this **Agreement** shall be in St. Johns County, Florida.

XIII. Compliance with Local, State, and Federal Rules, Regulations, and Laws.

Both the **County,** and **HMG** shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the Local, State, and Federal governments.

XIV. Access to Records; Confidentiality and Disposition of Gathered Information

- A. The access to, disclosure, non-disclosure, exemption, proprietary classification or confidentiality of records, data, documents, materials and/or information associated with, or gathered in performance of, this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), the Local Option Tourist Development Act (Section 125.0104, Florida Statutes) and any other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. To the extent permitted by law, information, data and similar items gathered by **HMG** on behalf of the **County** and the VCB shall remain proprietary and confidential. Such information shall not be used, shared or otherwise disclosed in any way other than as specified in this Agreement without the expressed written consent by the **County**.

XV. Review of Records

As a condition of entering into this **Agreement**, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, **HMG** authorizes the **County** to examine, review, inspect and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this **Agreement**. It is specifically noted that **HMG** is under no duty to provide access to documentation, not related to this **Agreement**, and is otherwise protected by **County**, State, or Federal law.

XVI. Governing Law and Venue

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this **Agreement** shall be in St. Johns County, Florida.

XVII. Authority to Practice

HMG hereby represents and warrants that **HMG** has, and will continue to maintain, all licenses, permits and approvals required to perform under this Agreement and that **HMG** will at all times, conduct **HMG's** business activities in a reputable manner.

XVIII. Relationship of the County and HMG

This **Agreement** shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association, or joint venture between the **County**, and **HMG**.

IXX. Ownership of Deliverable/Work Product.

- A. It is expressly noted that all work product and deliverables, including final work product, submitted by **HMG** to the **County** that are associated with the Scope of Services detailed in this **Agreement**, shall become the property of, and owned and controlled by the **County**, upon receipt and payment by the **County**.
- B. By way of illustration, but not limitation, all slogans, ideas, or plans submitted or developed by **HMG** for the **County** during the term of this **Agreement**, whether or not used, and, any and all, layouts, copy, art work, electronic files, films, digital impressions, and other tangible material, of whatever form, format, content, or creative or technological design, which **HMG** prepares for the **County** that is associated with the above-referenced Scope of Services, and that has not been deemed obsolete as referenced elsewhere in this **Agreement**, shall become the property of, and owned and controlled by the **County**, upon receipt and payment to **HMG** of any applicable periodic bill/invoice.
- C. All tangible and intangible property acquired in conjunction with the Scope of Services, detailed in this Agreement, shall be the property of the County, and may be used for the promotion of the County. The County reserves the right of final approval of the disposition of said property.
- D. The proprietary software ("Management Reporting System") developed by **HMG** and used in the execution of the Visitor Market/Marketing Research Services shall remain the property of **HMG**.

XX. Use of County Logo

Pursuant to, and consistent with, County Ordinance 92-2, and County Administrative Policy 101.3, HMG may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without the express written approval of the Board.

XXI. Unconditional Guarantee

All of **HMG's** work is unconditionally guaranteed. If the **County** or VCB is not satisfied with the quality of the work performed by **HMG**, the initial installment paid will be refunded and any remaining installments due will be waived.

XXII. Notices

All Official Notices to the **County** shall be delivered either by hand (receipt of delivery required), or by certified mail to:

Glenn L. Hastings Executive Director Tourism Development Council St. John's County, Florida 500 San Sebastian View St. Augustine, FL 32084

XXII. Notices (cont.)

All Official Notices to **HMG** shall be delivered either by hand (receipt of delivery required), or by certified mail to:

Scott Hannah President Hannah Marketing Group, Inc. 8490 E. Crescent Parkway, Suite 365 Greenwood Village, CO 80111

All other correspondence, not classified as Official Notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including, faxing, emailing, or text messaging.

XXIII. Effect of Failure to Insist on Strict Compliance with Conditions.

The failure of either party to insist upon strict performance of any term, condition, provision, and/or requirement of this **Agreement**, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

XXIV. Survival

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Indemnity; 2); Ownership of Deliverable/Work Product; 3) Access to Records; Confidentiality and Disposition of Gathered Information; and 4) Review of Records.

XXV. Authority to Execute

Each party covenants to the other party/parties that it has the lawful authority to enter into this **Contract/Agreement** and has authorized the execution of this **Contract/Agreement** by the party's authorized representative.

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS			
Michael Wanchick, County Administrator Michael Wanchick, County Administrator Marketing GROUP, INC.	Date:		
By: Scott Hannah, President	Date:		