

RESOLUTION NO. 2025-13

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO: 1976 DESTINATION MARKETING MANAGEMENT SERVICES TO THE ST. JOHNS COUNTY VISITORS AND CONVENTION BUREAU, INC AS THE TOP RANKED PROPOSER, AND TO EXECUTE AN AGREEMENT FOR PERFORMANCE OF THE SERVICES.

RECITALS

WHEREAS, tourism is the primary economic drive for the County. Each year, visitors generate hundreds of millions of dollars in commerce for the local economy and support an estimated 32,400 jobs. Funding for tourism marketing is provided by revenues generated from the Local Option Tourist Development Tax, or "Bed Tax", a surcharge on the rental of short-term accommodations; and

WHEREAS, the services required of the awarded firm shall include the competitive solicitation of a professional marketing agency, coordination of marketing efforts with stakeholders throughout the County, attendance at tourism related meetings, management and implementation of tourism destination marketing, tracking and reporting, and account management; and

WHEREAS, through the County's formal Request for Proposal process the St. Johns County Visitors and Convention Bureau, Inc., was determined to be the top ranked Proposer based upon the review of the Evaluation Committee in accordance with the evaluation criteria provided in the RFP Documents under RFP No: 1976; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into a contract serves a public purpose.

WHEREAS, the project will be funded through Category I under Tourism and Culture Department.

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 1976; Destination Marketing Management Services to the St. Johns County Visitors and Convention Bureau, Inc, as the top ranked Proposer.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as attached for performance of the services as specifically provided in RFP 1976.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this day of January, 2025.

Rendition Date JAN 21 2025

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature] Krista Joseph, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller

By: [Signature] Crystal Smith Deputy Clerk





PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: 25-PSA-STJ-20732

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This Professional Services Agreement (hereafter “Agreement”) is made this ___ day of _____, 2024 (the “Effective Date”) by and between **St. Johns County** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **St. Johns County Visitors and Convention Bureau, Inc.** (“VCB”), a company authorized to do business in the State of Florida, with its principal offices located at: 29 Old Mission Avenue, St. Augustine, 32084, Phone: 904-209-4426, and E-mail: sphillips@floridashistoriccoast.com, for **RFP 1976; Destination Marketing Management Services**, hereinafter referred to as the “Services”.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the collective documents which form the Contract, and shall govern performance of the Services. The Contract Documents hereby include the following:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) This fully executed Professional Services Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Scope of Services
 - ii. Exhibit B – Compensation
- c) Request for Proposal and all issued Addenda for RFP 1976;
- d) Insurance furnished by VCB meeting the requirements of Article XIII herein.

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. No terms, conditions, limitations or exclusions in VCB’s proposal documents or invoices shall be binding upon the County or become part of the Contract Documents. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order of documents as listed above in Section 1.1.1 (“Order of Precedence”). Additionally, the main body of this Agreement shall take precedence over any Exhibit, electronic documents shall govern over hard-copy documents, and fully executed documents shall govern over unsigned drafts.

1.1.3 VCB is solely responsible for requesting instructions, interpretations or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the VCB and the County. Should the VCB have any questions concerning interpretation or clarification of the Contract Documents, VCB shall submit to the County’s Representative in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the County’s Representative by the VCB within three (3) business days of receipt of the Contract Documents, or the direction, interpretation or clarification thereof provided by the County. The County’s Representative shall render a determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless VCB files a written protest to the County Representative’s rendered determination within fourteen (14) calendar days of receipt thereof. VCB’s protest shall be submitted to the County’s Purchasing Director, and shall state clearly, and in detail, the basis thereof. Failure by the VCB to protest the County Representative’s rendered determination within fourteen (14) calendar days shall constitute a waiver by VCB of all its rights to further protest, judicial or otherwise. The County’s Director of Purchasing & Contracts shall consider the VCB’s protest and render a decision thereon, in writing, within ten (10) calendar days. If VCB does not agree with the County’s Purchasing Director’s decision, VCB shall deliver written notice to that effect to the County within three (3) business days of receipt of the County’s decision.

1.1.4 Unless otherwise directed in writing, VCB shall, at all times, carry on the Services and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document Dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve VCB from its obligations to timely perform the Services required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.5 Any and all Contract Documents shall remain the property of the County, VCB is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Services. VCB shall have the right to keep one record set of the Contract Documents upon completion of the Services;

provided, however, that in no event shall VCB and/or VCB's sub-contractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

ARTICLE II AGREEMENT TERM

2.1 Term

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for a period of five (5) calendar years ("Initial Term"), and may be renewed for up to three (3) one-year renewal periods ("Renewal Terms"). This Agreement may be renewed, upon determination by the County of continued need for the Services, satisfactory performance by the VCB, mutual agreement by both parties, and the availability of lawfully appropriated funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the VCB satisfactorily performed the Services specified in the Contract Documents.

ARTICLE III DEFINITIONS

3.1 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as specifically provided herein. Terms defined herein for specific application to this Agreement shall govern over definitions of terms provided in the SJC Purchasing Policy.

3.1.1 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Agreement.

3.1.2 Amendment: A document providing the written modification to a previously issued Agreement, adding, revising, replacing, or removing terms and conditions or provisions of the Agreement.

3.1.3 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

Change Order: A document, signed by both Parties, providing the written modification to a previously issued Agreement, adjusting contract price, scope of work, or completion time.

3.1.4 Compensation Method:

3.1.4.1 Lump Sum. Compensation may be determined as a lump sum amount. The lump sum amount shall constitute full payment for satisfactory performance of the Services including all direct and indirect labor, personnel related costs, taxes, expenses, costs, fees, overhead and profit, services of subcontractors, and any other expense or cost of whatever nature incurred by VCB as may be required and/or necessary to complete the Services and agreed to in writing by both parties to this Agreement.

3.1.4.2 Hourly Rate. Compensation may be determined as a Not-To-Exceed (NTE) amount. It is mutually understood and agreed that such compensation for Services satisfactorily performed will be made on the following hourly rate basis:

3.1.4.2(A) Actual Hours. Actual hours necessary, required, and expended by the VCB's and/or subcontractor's professional and technical personnel, shall be multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit B (VCB's Rate Sheet). The hourly rates shall constitute full payment for satisfactory performance of the Services including but not limited to all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by VCB except for Expenses approved in writing by the County pursuant to paragraph 3.1.6.2(B) below.

3.1.4.2(B) Reimbursable Expenses. In addition to the hourly rates, the VCB shall also be reimbursed for travel and travel-related expenses, or other direct non-salary expenses directly attributable to the Services ("Expenses") provided such Expenses incurred by VCB are approved in writing, in advance. Unless otherwise mutually agreed in writing in advance, any and all such Expenses shall comply with Section 112.061, Florida Statutes. The County shall not be liable for any such Expenses that have not been approved in writing in advance by the County. All requests for payment of such

Expenses shall include copies of paid receipts, invoices, or other documentation acceptable the County. VCB acknowledges and agrees that failure to furnish the required documentation may result in the County's denying all or part of the Expenses for which reimbursement is sought. Reimbursable subcontractor expenses must also comply with the requirements of this section.

3.1.5 County Representative: The County employee assigned to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County.

3.1.6 FEMA: The Federal Emergency Management Agency, an agency of the United States Department of Homeland Security.

3.1.7 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Consultant and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

3.1.8 Services: The work described in the Contract Documents or a subsequently issued Change Order procured under this Agreement.

3.1.9 Subcontractor: Any entity or individual engaged by VCB to provide Services to the County for which VCB is contractually obligated, responsible, and liable to provide and perform under this Agreement.

ARTICLE IV SERVICES

4.1 Scope of Services

4.1.1 VCB shall provide all Services as set forth in the Contract Documents, specifically Exhibit "A" attached hereto, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Services").

4.1.2 Services provided by the VCB shall be under the general direction of the St. Johns County Tourism & Culture Development Department, or the St. Johns County Purchasing Department, who shall act as the County's Representative throughout the duration of this Agreement.

4.1.3 The VCB shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with all Applicable Laws and the requirements of any applicable grant agreements.

4.1.4 The VCB shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, and materials performed, provided, purchased or furnished by the VCB. The VCB shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the VCB.

4.1.5 Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, and materials furnished by the VCB under this Agreement shall not relieve the VCB of responsibility for the adequacy, completeness, and accuracy of its Services and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the VCB's Services, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

4.1.6 Annually, the County Tourism and Cultural Development Department Director along with Tourism Development Council (TDC) shall evaluate the VCB's performance of the Scope of Services.

4.1.7 The Annual Evaluation shall determine the degree and level of the VCB's performance of the Scope of Services. The Annual Evaluation shall also examine the VCB's degree of effectiveness in meeting the criteria and performance measures as set forth in the Annual Promotion Plan recommended by the TDC and approved by the Board.

4.1.8 If, after any Annual Evaluation, the TDC determines that there is any substandard, incomplete, or unacceptable

performance on the part of the VCB, or that the VCB has breached one or more provisions of this Agreement, the County shall issue Notice of Default as provided in Article XIV.

4.2 VCB Responsibilities

4.2.1 VCB warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish VCB's ability to satisfy its contractual obligations hereunder.

4.2.2 If VCB performs any portion of the Services where VCB knows or reasonably should know such Services involves a recognized error, inconsistency or omission in the Contract Documents without notice to the County Representative and the County, VCB shall bear responsibility for such performance and shall bear the cost of correction.

4.2.3 VCB shall use only competent and skilled personnel to perform and supervise the Services and shall remove from such Services any person determined to be unfit, unqualified or acting in violation of any obligation of VCB under this Contract. In the event a key personnel is removed from performance of Services under this Contract, VCB shall promptly notify the County of such removal, and any proposed replacement for review and approval by the County.

4.2.4 VCB is solely and exclusively responsible for supervising any and all personnel and subcontractors performing Services under this Contract. VCB shall supervise and direct the Services using VCB's best skill, effort and attention. VCB shall be responsible to the County for any and all acts or omissions of VCB, its employees or others, including subcontractors, engaged in the Services on behalf of the VCB.

4.2.5 VCB and all Services performed must comply with all applicable laws, rules, codes, ordinances, regulations, policies and procedures.

ARTICLE V COMPENSATION

5.1 General

The County agrees to pay, and the VCB agrees to accept for Services performed pursuant to this Agreement, a Contract Price not to exceed a maximum amount of four million five hundred thousand dollars and zero cents (\$4,500,000.00), during the first year of the Initial Term. For each subsequent contract year, throughout the duration of the Initial Term, the Annual Contract Price shall be adjusted to an amount as determined by the County during its annual budget planning cycle, but shall in no instance exceed the projected net value allocated to the Destination Marketing Category described in the County's Tourist Development Plan (as amended from time to time). Such changes to the Annual Contract Price shall be captured by written Amendment and executed by the Parties. Payments made to the VCB pursuant to this Agreement shall be made in accordance with Exhibit B, with payments made to the VCB for direct services not to exceed a maximum amount of eighty-seven thousand two hundred dollars and zero cents (\$87,200.00), for the first year of the Initial Term, and seventy-four thousand seven hundred dollars and zero cents (\$74,700.00) for each subsequent year of the Initial Term.

5.2 Method of Payment

5.2.1 Compensation shall be based on the method of compensation as stated in Exhibit B or as otherwise set forth in a mutually agreed Change Order or Amendment.

5.2.1.1 For lump sum items, Exhibit B shall contain a breakdown of the various elements of the Services comprising the lump sum items for the purpose of arriving at agreement on the basis for progress payments. VCB shall submit invoices only after satisfactory completion and County approval of any Services, based on such mutually agreed lump sum breakdown.

5.2.1.2 For hourly rate-based items, VCB shall be entitled to payment of compensation for Services satisfactorily performed based on the hourly rates set forth in Exhibit B subject to the NTE compensation amount identified therein. In no event shall VCB be reimbursed in excess of the total NTE amount, unless the NTE amount has been modified in writing by a fully executed Change Order or Amendment to increase the specified amount.

5.2.2 It is expressly understood that VCB is not entitled to the amount of compensation set forth in Exhibit B. Rather, VCB's compensation is based upon VCB's satisfactory completion of all Services and delivery of all work product and deliverables identified in the Contract Documents. No payment by the County shall be interpreted to constitute approval or

acceptance of any Services, nor shall it be considered a waiver by VCB of any of the terms of this Agreement.

5.2.3 On or before the fifteenth (15th) day of each calendar month, VCB shall submit monthly invoices to the County Tourism & Culture Department, via email to tmeeeks@sjctdc.com, for Services satisfactorily performed in the preceding month, along with such supporting documentation as the County may reasonably require. The County may prescribe the format of such invoice. In the event VCB's supporting documentation is not adequate for the County to verify VCB's invoice, the County will request additional documentation or information and the timeframe for payment will be extended accordingly. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

5.3 Withheld Payment

The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to VCB for any costs or expenses that the County incurs or reasonably expects to incur as a result of VCB's failure to comply with the Contract Documents, this Agreement or as a result of VCB's failure to pay subcontractors.

5.4 Final Payment

Before being eligible for final payment of any amounts due, the VCB shall deliver to the County all Work Product (as defined in Paragraph 7.1 below) prepared by and for the County under this Agreement. The VCB shall clearly state "Final Invoice" on the VCB's final/last billing to the County. This shall constitute VCB's certification that all Services have been properly performed and all charges, costs and Expenses have been invoiced to the County. Any other charges, costs or Expenses not properly included on this Final Invoice are waived by VCB.

5.5 Availability of Funds

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the VCB cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE VI OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

6.1 Ownership of Work Product

6.1.1 All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, specifications, calculations, maps, sketches, notes, reports, studies, proposals, data, models, samples, surveys, drawings, designs, electronic software, and any other results of the Work), first developed, produced or reduced to practice by VCB or subcontractor, or purchased under this Agreement, or at the County's expense ("Work Product"), shall be and remains the County's property upon creation. At the County's request, VCB shall provide the County with copies of supporting computations, analyses, sketches, or similar items pertaining to the VCB's Work Product.

6.1.2 The VCB may not reuse Work Product developed by VCB for the County without the express written permission of the County. The County may, at its option, reproduce and reuse Work Product (in whole or in part) and VCB agrees to such reuse in accordance with this provision. Any plans which the VCB provides under this Agreement shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes.

6.1.3 All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

6.2 Confidentiality

Subject to Chapter 119, Florida Statutes (Public Records Law), VCB shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order.

ARTICLE VII AUTHORIZED REPRESENTATIVE AND PERSONNEL

7.1 County’s Representative

7.1.1 The County shall designate a Representative who shall be fully acquainted with the Services, who shall be authorized to act on behalf of the County only to the extent provided in this Section.

7.1.2 The County and VCB shall communicate with each other in the first instance through the County Representative.

7.1.3 The County Representative shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the VCB. The County Representative shall render written or graphic interpretations necessary for the proper performance of the Services with reasonable promptness upon request by the VCB.

7.1.4 The County Representative shall review the VCB’s Applications for Payment and shall confirm payment to the VCB, those amounts then due the VCB in accordance with the Contract Documents.

7.1.5 The County Representative shall have the authority to reject Services which are noncompliant with the requirements of the Contract Documents. If the County Representative deems it necessary or advisable, County Representative shall have authority to require additional review of the Services for compliance with the Contract Documents.

7.2 VCB’s Authorized Representative

Prior to commencing Services, VCB shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for VCB (“Authorized Representative”). Such Authorized Representative shall be authorized to receive and accept any and all communications from the County. All communications given to the Authorized Representative shall be binding upon VCB. An Authorized Representative may be added, removed or changed upon prior written notice given in the manner provided in this Agreement.

7.3 Personnel

7.3.1 The VCB represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as described in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County. All of the Services required hereunder shall be performed by the VCB, or under its supervision.

7.3.2 In the event VCB wishes to substitute personnel for the key personnel identified in VCB’s proposal and selection presentation, the VCB shall notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE VIII SUBCONTRACTORS

8.1 Subcontractors

8.1.1 VCB may obtain the assistance of other Suppliers, firms, or individuals (“Subcontractors”) by subcontract for the performance of a portion of these Services, provided that any such Subcontractors shall perform its services to the standards set forth herein for VCB’s Services, the VCB complies with the requirements for subcontracting, as provided in the Contract Documents, and the VCB obtains written approval of Subcontractors from the County. The VCB is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

8.1.2 The County reserves the right to disqualify any Subcontractor based upon unsatisfactory performance. If a Subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the Subcontractor to complete the Services in a timely fashion, the VCB shall promptly do so, subject to approval by the County.

8.1.3 The use of Subcontractors shall not relieve the VCB from any liability or responsibility assumed under this Agreement.

ARTICLE IX CHANGES IN THE SERVICES

9.1 Changes in the Services

9.1.1 The County reserves the right to make changes to the Services, including alterations, reductions therein or additions thereto. Upon receipt by the VCB of the County’s notification of a contemplated change, the VCB shall: (1) if requested by

the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the VCB's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the VCB shall suspend work on that portion of the Project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order. The VCB shall not commence work on any such change until such Change Order has been issued and signed by each of the parties.

9.1.2 VCB's written acceptance of a Change Order shall constitute a final and binding contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

ARTICLE X TERMINATION

10.1 Termination

10.1.1 The County may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the VCB. In such event, VCB will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the County's notice. VCB shall not be entitled to compensation or profit for Services not performed.

10.1.2 The County may terminate this Agreement, in whole or in part, due to lack of appropriation by the Board of County Commissioners ("BOCC"). In the event the BOCC does not appropriate funds for the Services as provided in this Agreement, the County shall promptly notify the VCB upon such determination by the BOCC.

10.1.3 VCB may terminate this Agreement for any reason upon sixty (60) calendar days written notice, provided that any outstanding authorized Services are completed by VCB. VCB further agrees to cooperate and provide assistance to the County upon request in order to complete any Service or Project. In such event, the County shall compensate VCB at its hourly rates set forth in Exhibit B for Services provided after termination.

10.1.4 The County may terminate this Agreement, in whole or in part, for cause or default by the VCB. In the event of VCB's default, the County shall issue a Notice of Default to the VCB articulating the items which the County finds to be in default of the Contract Documents. VCB shall have ten (10) business days from receipt of the Notice of Default to cure or provide an acceptable plan to cure, as determined by the County. If VCB fails to cure or provide an acceptable plan to cure the default within the stated time period, the County shall issue a Notice of Termination, stating the date this Agreement shall be terminated for cause, and the County may take over and prosecute the Services to completion. In such case, VCB shall be liable to the County for reasonable additional costs incurred by the County in completing the Services.

10.1.5 Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the VCB shall:

- (1) Stop Services work on the date and to the extent specified in the notice of termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the County; and
- (4) Continue and complete all parts of the Services that have not been terminated.

10.1.5 In the event VCB changes names, merges with another company, becomes a subsidiary, or makes any other substantial change in structure or in principals, the County reserves the right to terminate this Agreement subject to the terms described above.

10.1.6 The rights and remedies of the County provided in this Section 10.1 are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE XI WARRANTY, INDEMNITY, AND INFRINGEMENT

11.1 Warranty of Performance

11.1.1 The VCB hereby represents and warrants that it is fully experienced and properly qualified, licensed, and financed to perform the Services under this Agreement and that it shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

11.1.2 VCB represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to

perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. VCB represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such Services.

11.1.3 The VCB represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County. All of the Services required hereunder shall be performed by the VCB, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

11.2 Indemnity

11.2.1 VCB shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VCB or other persons employed or utilized by VCB in the performance of this Agreement.

11.2.2 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, VCB further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VCB and persons employed or utilized by VCB in the performance of this Agreement.

11.2.3 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, VCB, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of VCB.

11.2.4 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

11.2.5 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

11.3 Infringement

VCB shall not infringe upon any patents, trademarks or copyrights (“Intellectual Property”) in performance of the Services. In the event that VCB is alleged to have infringed upon such Intellectual Property, in addition to VCB’s obligations under the Indemnity provisions in Section 12.2 above, VCB shall, at the sole discretion of County and at VCB’s sole expense: (i) procure for County the right to continue using the infringing subject matter; (ii) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of the Contract; or (iii) reimburse County for all payments made to VCB relating to or impacted by the infringing material and all costs incurred by County resulting from such infringement.

ARTICLE XII INSURANCE

12.1 VCB’s Insurance Requirements

12.1.1 VCB shall, at its sole expense, obtain and maintain the minimum insurance coverages stated herein. All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. VCB shall furnish proof of insurance to the County prior to performance of Services. No Services shall commence until VCB has obtained all insurance coverages required under this section. The County will not make any payment to VCB until VCB has complied with the requirements of this Article XII. Certificates of insurance shall clearly indicate VCB has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, for the duration of the

Agreement and until all performance required by VCB has been completed, as determined by the County. VCB shall maintain insurance coverage against Claims relating to any act or omission by VCB, its agents, representatives, employees, or subcontractors in connection with this Agreement.

12.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

12.1.3 The types and amounts of insurance required under this Agreement do not in any way limit the liability of VCB including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever VCB may have to the County or others. Nothing in this Agreement limits VCB to the minimum required insurance coverages found in this Article XIII.

12.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Agreement, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing

12.3 Workers Compensation

VCB shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the VCB, a Subcontractors, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the VCB or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

12.4 Commercial General Liability

VCB shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the Services and/or operations completed under this Agreement, whether such Services or operations are by VCB or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

12.5 Automobile Liability

VCB shall procure and maintain during the life of this Agreement, Commercial Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

12.6 Professional Liability

12.6.1 VCB shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 and must obtain Tail Coverage for a period of four (4) years following completion of all Services, in the event Professional Liability Coverage is cancelled, terminated or otherwise expired. VCB's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

12.6.2 In the event that VCB employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, VCB shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors,

or omissions in connection with professional services to be provided under this Contract.

12.7 Other Requirements

12.7.1 The required insurance limits identified in Sections 12.4 and 12.5, above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. VCB shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its Scope of Services, and any deficiency shall not relieve VCB of its responsibility herein. Upon written request, VCB shall provide County with copies of lower-tier subcontractors certificates of insurance.

12.7.2 Providing and maintaining adequate insurance coverage is a material obligation of VCB. County has no obligation or duty to advise VCB of any non-compliance with the insurance requirements contained in this Section. If VCB fails to obtain and maintain all of the insurance coverages required herein, VCB shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had VCB complied with its obligations herein.

12.7.3 County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE XIII GENERAL CONSIDERATIONS

13.1 Independent Contractor

VCB shall act as an independent contractor and not as an employee, agent or servant of the County in performing all Services and activities under this Agreement. VCB shall at all times and in all places maintain complete control over its employees and all of its Subcontractors. Nothing contained in this Agreement shall create any contractual relationship between any such Subcontractor and the County. VCB shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. The VCB does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

13.2 Taxes

13.2.1 VCB shall pay and be solely responsible for any and all taxes, levies, duties and assessments of every nature which may be applicable to any Services performed under this Agreement, including, without limitation, any tax that VCB is required to deduct or withhold from any amount payable under this Agreement and shall make all payroll deductions and withholdings required by law. VCB herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties and assessments. The indemnity provision of this Paragraph 14.2 shall survive the expiration or earlier termination of this Agreement. VCB may not use County's tax-exempt status unless specifically authorized in writing in advance.

13.2.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If VCB is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, VCB shall provide County a copy of VCB's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If VCB fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due VCB, remit such sums to the IRS, and pay VCB only the remainder. County makes no representation regarding the tax treatment of amounts due to VCB, and VCB releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

13.3 Publicity and Advertising

13.3.1 VCB shall not make any announcement or release any information or publish any photographs concerning this Agreement, or the Services or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from the County.

13.3.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, VCB may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

13.4 Examination of VCB's Records

The County or its authorized representative shall, for a minimum of five (5) years after expiration or termination of this Agreement (or until resolution of any audit findings, whichever is longer), have access to, and the right to examine any directly pertinent books, documents, papers and records of VCB involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that VCB has overstated any component price, Task Order, Change Order, Claim, or any other County payment obligation arising out of this Agreement, then VCB shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due VCB, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

13.5 Governing Law & Venue

This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Agreement shall be St. Johns County, Florida.

13.6 Arbitration

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with this Agreement in any manner whatsoever.

13.7 Contract Claims / Disputes

13.7.1 If any dispute between the County and VCB arises under this Contract and such dispute cannot be resolved by good faith negotiation at the field level between the Authorized Representatives of each Party, such dispute shall be promptly escalated to VCB's and County's Senior Representatives, upon the request of either Party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the Parties will exchange relevant information that will assist the Parties in resolving the dispute or disagreement.

13.7.1.1 The Senior Representative for the County shall be the Deputy County Administrator overseeing the Tourism and Cultural Development Department, or designee.

13.7.1.2 The Senior Representative for the VCB shall be the President/CEO of the VCB, or designee.

13.7.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both Parties, the VCB shall submit a Contract claim as provided herein.

13.7.3 Claims arising from this Contract shall be filed with the Purchasing Director. Prior to filing a contract claim, VCB shall first exhaust all remedies set forth in the Contract Documents. The Contract Claim must be submitted to the Purchasing Director within five (5) business days of exhausting the all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing, the VCB is required to proceed with performance of the Services and maintain effective progress in the performance of the Services as set forth in this Contract. The contract claim shall include, at a minimum, the following:

- (1) The name and address of the VCB and any legal counsel; and
- (2) The address to which the Purchasing Director should send their final decision; and
- (3) Identification of the final adverse decision or document that is the subject of the contract claim; and
- (4) Identification of the administrative remedies provided for in the contract that were pursued prior to the claim and the outcome; and
- (5) A statement of the grounds for each issue to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contract deems applicable to the claim; and
- (6) A statement of the grounds for each issue raised in the contract claim; and
- (7) A copy of the final adverse decision or document that is the subject of the claim and any exhibits, evidence or documents which the VCB deems applicable to the issues raised in the claim.

13.7.4 During the Purchasing Director's review of the contract claim, the Purchasing Director may request additional information from either Party. The Parties are to provide the Purchasing Director with the requested information within the

time period set forth in the request. Failure of either Party to timely comply may result in resolution of the claim without consideration of the requested information.

13.7.5 The Purchasing Director shall render a decision on the Contract Claim within twenty-one (21) calendar days of receipt of all requested information. The written decision of the Purchasing Director shall be sent to the VCB to the notice address listed herein or by such other means as agreed to by the Parties.

13.7.6 The decision for any Contract Claim by the Purchasing Director may be appealed by the VCB to the County Administrator. VCB must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Purchasing Director's decision. Failure of the VCB to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, but shall not prohibit nor restrict the VCB's ability to pursue legal action in Circuit Court.

13.8 Assignment and Arrears

13.8.1 Neither the County nor the VCB shall assign, transfer, or encumber its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

13.8.2 The VCB shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The VCB further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

13.9 Severability

If a court deems any provision of the Agreement void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

13.10 Section Headings

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

13.11 Disclaimer of Third-Party Beneficiaries

Both the County and the VCB explicitly agree, and this Agreement explicitly states that no third-party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

13.12 No Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

13.13 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

13.14 Conflict of Interest

13.14.1 The VCB represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. The VCB further represents that no person having any interest shall be employed for said performance.

13.14.1 The VCB shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the VCB's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the VCB may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the VCB.

13.14.1 The County agrees to notify the VCB of its opinion by certified mail within 30 days of receipt of notification by the VCB. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the VCB, the County shall so state in the notification and the VCB shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the County by the VCB under the terms of this Agreement.

13.15 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

13.16 Entire Agreement

This Agreement, together with the Contract Documents for the Services, constitutes the entire Agreement between County and VCB relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written.

13.17 Modifications, Amendments, Waivers and Extensions

This Agreement may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by Authorized Representatives of both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

13.18 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the County's right to audit VCB's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

13.19 Convicted and Discriminatory Vendor Lists

13.19.1 VCB warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. VCB shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Agreement.

13.19.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, VCB certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum

Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject VCB to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the VCB is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

13.20 Scrutinized Companies Lists

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, VCB certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject VCB to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the VCB is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

13.21 Compliance with Florida Statute 287.138

13.21.1 Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the VCB access to personal identifiable information if: 1) the VCB is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the VCB is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.

13.21.2 Pursuant to 287.138 F.S., effective January 1, 2024, if VCB may access, receive, transmit, or maintain personal identifiable information under this Agreement, VCB must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, VCB shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

13.22 Equal Employment Opportunity

13.22.1 During the performance of this Agreement, VCB agrees as follows:

13.22.2 VCB will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. VCB will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. VCB agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

13.22.3 VCB will, in all solicitations or advertisements for employees placed for, by, or on behalf of VCB, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

13.22.4 VCB will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions

discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with VCB's legal duty to furnish information.

13.22.5 VCB will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of VCB's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.22.6 VCB will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

13.22.7 VCB will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.22.8 In the event of VCB's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and VCB may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

13.22.9 VCB will include the provisions of paragraphs 14.19 through 14.24.3 in every subcontractor or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. VCB will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event VCB becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, VCB may request the United States to enter into such litigation to protect the interest of the United States.

13.23 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

13.24 Nondiscrimination

The VCB warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, disability, age, or sex (including sexual orientation and gender identity/expression) pregnancy, marital status or national origin (including limited English proficiency). VCB shall include the foregoing or similar language in its contracts with any subcontractors.

13.25 Drug Free Workplace

To the extent required under the Drug-Free Workplace Act (Chapter 112, Florida State Statutes), VCB certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

13.26 Public Records

13.26.1 To the extent VCB is acting on behalf of the County, VCB shall comply and shall require all of its subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if VCB does not transfer the records to the County; and
- (4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of VCB or keep and maintain for inspection and copying all public records required by the County to perform the Services.

13.26.2 If VCB, upon expiration of this Agreement or earlier termination thereof: i) transfers all public records to the County, VCB shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, VCB shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

13.26.3 Failure by VCB to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF VCB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, [500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084](https://www.sjcfl.us/500-SAN-SEBASTIAN-VIEW-ST-AUGUSTINE-FLORIDA-32084)

13.27 Enforcement Costs

If any legal proceeding, lawsuit, or action is instituted in connection with any dispute, breach, default, misrepresentation or controversy arising out of this Agreement or the enforcement of any right hereunder, the prevailing party will be entitled to recover, in addition to actual costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

13.28 Contingency Fee

The VCB warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VCB to solicit or secure this Agreement 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 the VCB, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Failure by VCB to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

13.29 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication (“Notices”) under this Agreement shall be validly given when delivered as follows:

- i. Hand delivered to VCB’s Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
 500 San Sebastian View
 St. Augustine, FL 32084
 Attn: Leigh A. Daniels
 Email Address: ldaniels@sjcfl.us

St. Johns County Visitors and Convention Bureau, Inc.
 29 Old Mission Avenue
 St. Augustine, FL 32084
 Attn: Susan Phillips
 Email Address: sphillips@floridashistoriccoast.com

With a copy to:

St. Johns County
 Office of the County Attorney
 500 San Sebastian View
 St. Augustine, FL 32084
 Email Address: jferguson@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. The County may also send copies of Notices by email transmission. Any such email transmission from the County is for informational purposes only. County and VCB may each change the above addresses at any time upon prior written notice to the other party.

13.30 Non-Exclusive Right

VCB has no exclusive right to provide the Services required within this Agreement. The County may at its sole discretion contract with others to perform the same duties or any part of the Services.

13.31 Truth-In-Negotiation Representation

By execution of this Agreement, VCB hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the date of entering into this Agreement. The Parties agree that the County may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the County determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs.

13.31 Anti-Bribery

VCB and its subcontractors shall at all times during the term of this Agreement comply with all anti-bribery and corruption laws that are applicable to the performance of this Agreement. VCB represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. VCB shall immediately notify the County of any violation (or alleged violation) of this provision.

The authorized representatives hereto have executed this Agreement effective as of the Effective Date. VCB's authorized representative executing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of VCB.

County

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

Jaime Locklear
(Printed Name)

Purchasing Director
(Title)

(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Circuit Court and Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

VCB

St. Johns County Visitors and Convention Bureau, Inc. (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

VCB'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Agreement No.:	VCB Name:
Project:	VCB Address:
Project Address:	VCB License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all Services provided to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its subcontractors or anyone else acting for, on behalf of, or at the request of subcontractor for all Services provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra Services are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

None

Signed this ___ day of _____, 20__

VCB Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.

Exhibit A – Scope of Services

Task 1 – Comprehensive Search and Solicitation of a Sub-Contracted Professional Marketing Agency

1. Within seven (7) business days of contract execution, develop and submit a solicitation for a tourism destination marketing agency sub-contract to the St. John County Tourism Department for review and approval. The County shall take no more than five (5) business days to provide modifications and/or approve the solicitation.
2. Within three (3) business days of receipt of the County's approval of the solicitation, the VCB shall broadcast the solicitation at a national and international level, to ensure the highest exposure to the marketing industry. VCB must develop a list of leading destination marketing agencies to include in the broadcast of the solicitation.
3. The solicitation must provide a submittal deadline, location, and format for proposals, and must provide a structured process for receiving and answering questions, or providing clarifications, and must provide for a structured method for distributing answers and clarifications to all interested Proposers in a uniform manner. Solicitation must provide parameters by which the proposals shall be evaluated.
4. Copies of all submitted proposals to the solicitation must be submitted to the St. Johns County Tourism Department within five (5) business days of the RFP closing.
5. Within 10 business days of the proposal submittal deadline, the VCB shall conduct a fair, unbiased RFP evaluation process, and select the Marketing Agency that can best perform the required services.
6. The VCB shall negotiate and draft a sub-contract for tourism destination marketing that mirrors the duration of the VCB's management contract.
7. The VCB shall provide a draft copy of the contract for tourism destination marketing to the County for review and approval prior to final execution. The County shall take no more than five (5) business days to provide modifications and/or approval of the contract.
8. The VCB shall have a fully executed tourism destination marketing subcontract in place within 45 days of the solicitation submittal deadline.
9. The VCB cannot award the subcontract to the VCB or a subsidiary of the VCB. The VCB is prohibited from accepting monetary or other types of compensation from the subcontracted Marketing Agency for the award or performance of the subcontract.

Task 2 – Development of the Annual Destination Marketing Plan

With input from the TDC, the VCB will develop the annual destination marketing plan. The VCB will present the annual marketing plan to the TDC at the regularly scheduled June meeting. If necessary, the VCB will revise the annual marketing plan based on comments/direction received from the TDC and present the revised marketing plan to the TDC at the subsequent regularly scheduled TDC meeting.

Task 3 – Attend Tourism Related Meetings

In addition to attending the monthly Tourism Promotions Working Group meetings, VCB must:

1. Attend all regularly scheduled TDC meetings and be prepared to give a brief marketing update if requested (approximately five minutes in length). The TDC meets up to one time per month, with the

meeting typically occurring on the third Monday of the month unless that Monday is a Federal Holiday observed by the County. In a typical year, the TDC meets 6 to 7 times.

2. Present a marketing status update report to the TDC at up to two regularly scheduled TDC meetings per fiscal year, as requested. Presentations should be approximately 20 minutes in length.
3. The VCB will be available for meetings with County Officers and Staff regarding tourism initiatives, with notice of at least 2 business days.

Task 4 – Management and Implementation of Tourism Destination Marketing

With the assistance of the procured Marketing Agency, and with input from the Tourism Promotions Working Group, the VCB shall provide the following deliverables:

1. Development of Creative Concept

The VCB must guide the development of creative advertising programs, branding campaigns, television, magazine, newspaper, radio, digital and other forms of marketing. Additionally, the VCB shall strategically plan, integrate, manage and execute an assortment of marketing projects. The VCB shall ensure the subcontracted marketing agency uses various forms of media to create communications that convey the breadth and depth of the destination to target audiences for the purpose of increasing the economic impact of tourism in the County. The VCB shall oversee the development of creative campaigns for implementation on a state, national and international level. The development of the creative concept will be guided and approved by the Tourism Promotions Working Group.

2. Production/Design

The VCB shall provide the level of guidance and oversight to the sub-contracted Marketing Agency necessary to ensure the Marketing Agency conforms to standard industry advertising practices to develop or produce the quality of artwork, digital advertising including online banners and pre-roll video, digital files, printed matter (including annual travel planner), radio and television commercials, specialty advertising items and other collateral materials as required by the Tourism Department and purchase them at advantageous rates. Oversight responsibilities may also include but are not limited to following tasks to be charged to the sub-contracted Marketing Agency, including but not limited to:

- a) Engagement of talent;
- b) Finished artwork;
- c) Video/radio scripts;
- d) Dubs of broadcast materials;
- e) Digital files/disks of finished materials to the Tourism Department or designated recipient including pdf files, JPGs, Raw files, etc.

3. Media Planning and Buying

- a) The VCB must be the principal advisor and provider to the Tourism Department on media buying services and shall work with the Tourism Promotions Working Group to develop an annual destination marketing plan that defines major goals, primary target markets, overall promotional strategy and key projects.
- b) The VCB shall work with the Tourism Promotions Working Group to develop the annual destination marketing plan that focuses on delivering the most efficient and effective marketing for reaching the defined target audiences based on research and analytics.

- c) In coordination with the Tourism Department staff, the VCB shall present the annual destination marketing plan to the TDC at the regularly scheduled June meeting. If necessary, the VCB shall revise the annual destination marketing plan based on comments/direction received from the TDC.
- d) The VCB shall negotiate and contract with advertising media and others at the most advantageous rates available in the commercial advertising market. Additional emphasis should be placed on obtaining added value elements to all media buys including additional space/time, online components and promotional programs.
- e) The VCB shall monitor and review insertions of advertisements in publications, displays, broadcasts and other advertising media used to such a degree as is the custom by commercial advertising agencies and make adjustments as necessary to meet performance measures. The VCB shall check such items as date of appearance, position of ad, size, mechanical reproduction and any other related factors and shall furnish the Tourism Promotion Working Group with samples of proof of placement and running of some of the said advertisements by providing tear sheets with date of insertion or other evidence of placement at monthly Working Group meetings.
- f) The VCB shall develop a quarterly report, table or flowchart of activity by month for each market and shall report on the number of impressions generated for the various markets.

Task 5 – Tracking and Reporting

1. VCB must track the effectiveness of advertising and marketing campaigns administered by the Marketing Agency, including return on investment when possible, and adjusting the campaigns as necessary when performance measures are not met.
2. Tracking must include Average Daily Rate, Occupancy Rate, Tourist Development Tax revenue collections, and all other variables that may be added the in updates to the Tourism Strategic Plan.
3. VCB must provide a monthly report of the tracked data and performance improvement plans to the Tourism Department within the first seven (7) business days of each month for the previous month.
4. VCB must present the monthly tracking report to the Tourism Promotion Working Group and the TDC at regularly scheduled meetings.
5. VCB must develop a dashboard that provides real-time insights into the performance of all advertising campaigns. The dashboard must include metrics such as advertising spending, impressions, clicks, reach, conversions, and the status of all tasks assigned to the VCB and the subcontracted Marketing Agency. The dashboard must be available to be viewed by the County twenty-four hours per day, seven days a week. The County may provide assistance with the development of the dashboard and will provide approval of the final design and functioning of the dashboard.

Task 6 - Account Management

VCB’s account management responsibilities include but are not limited to:

1. Retaining custody of digital copies and original artwork belonging to the County and supplying copies to third parties for marketing purposes, as requested by the County and/or the Tourism Promotions Working Group.

2. Providing needed account service, consultation, and regular contact to ensure prompt completion of projects.
3. Maintaining internal procedures which ensure budget control, prompt billing and quality control, including but not limited to auditing invoices for space, time, preparation and services and forwarding these invoices to the Tourism Department for payment.
4. Providing monthly budget spreadsheets detailing all billing.
5. Handling procurement and management of the Marketing Agency for County tourism destination promotions related to said contract, such as but not limited to, fulfilment, research, photography, videography and printing /binding functions.
6. VCB will be responsible for all payments made to the sub-contracted Marketing Agency. The Marketing Agency will submit invoices to the VCB for payment, the VCB will submit its invoices to the County for payment.
7. VCB's main point of contact for this contract will be the SJC Tourism Department.

Exhibit B - Compensation

		Year 1	Year 2	Year 3	Year 4	Year 5	Total Five Year Cost
Task 1	Comprehensive Search and Solicitation of a Sub-Contracted Professional Marketing Agency	\$ 12,500.00	-	-	-	-	\$ 12,500.00
	Develop and Submit Solicitation for Marketing Agency Sub-Contract						
	Broadcast solicitation at national and international level						
	Submission of all submitted proposals to Tourism Department						
	Evaluation of Proposals and Selection of Proposer with the Best Proposal to Perform the Scope						
	Negotiation and Drafting of Sub-Contract						
	Providing draft copy of Sub-Contract to County for review						
	Onboarding and destination immersion for Sub-Contracted Professional Marketing Agency						
Task 2	Coordination of Marketing Efforts with a Tourism Promotions Working Group	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 24,900.00
	Meet Monthly with Tourism Promotions Working Group						
	Develop Annual Destination Marketing Plan						
	Present Annual Destination Marketing Plan at June TDC meeting						
	If needed, revisions to Annual Destination Marketing Plan						
	If needed, presentation of revised Annual Destination Marketing Plan to TDC						
Task 3	Attend Tourism Related Meetings	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 24,900.00
	All regularly scheduled TDC meetings - Brief Marketing Update						
	Up to Two regularly scheduled TDC Meetings - Marketing Status Update						
	On call meetings with County Officers and Staff						
Task 4	Management and Implementation of Tourism Destination Marketing	\$ 44,820.00	\$ 44,820.00	\$ 44,820.00	\$ 44,820.00	\$ 44,820.00	\$ 224,100.00
	Development of Creative Concept						
	Production/Design						
	Media Planning and Buying						
Task 5	Tracking and Reporting	\$ 14,940.00	\$ 14,940.00	\$ 14,940.00	\$ 14,940.00	\$ 14,940.00	\$ 74,700.00
	Effectiveness of Advertising and Marketing Campaigns; including ROI						
	Monthly Reporting of Tracked Data and Associated Performance Improvement Plans						
	Presentation of Tracking Reports to Tourism Promotion Working Group and TDC						
Task 6	Account Management	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 24,900.00
	Storage and custody of digital copies and original artwork						
	Account Service, Consultation, and Regular Contact to Ensure Completion of Projects						
	Internal procedures which ensure budget control; auditing invoices, processing						
	Providing monthly budget spreadsheets detailing all billing						
	Handling procurement and management of Sub-contractor						
	Total Annual Marketing Management Services Costs	\$ 87,200.00	\$ 74,700.00	\$ 74,700.00	\$ 74,700.00	\$ 74,700.00	\$ 386,000.00
	Percent of Total Attributed to Task 1	14.3%	0.0%	0.0%	0.0%	0.0%	
	Percent of Total Attributed to Task 2	5.7%	6.7%	6.7%	6.7%	6.7%	
	Percent of Total Attributed to Task 3	5.7%	6.7%	6.7%	6.7%	6.7%	
	Percent of Total Attributed to Task 4	51.4%	60.0%	60.0%	60.0%	60.0%	
	Percent of Total Attributed to Task 5	17.1%	20.0%	20.0%	20.0%	20.0%	
	Percent of Total Attributed to Task 6	5.7%	6.7%	6.7%	6.7%	6.7%	
	Total Annual Marketing Agency Expenses	\$ 4,412,800.00	\$ 4,425,300.00	\$ 4,425,300.00	\$ 4,425,300.00	\$ 4,425,300.00	\$ 22,114,000.00
	Total Annual Budget Per RFP 1976	\$ 4,500,000.00	\$ 4,500,000.00	\$ 4,500,000.00	\$ 4,500,000.00	\$ 4,500,000.00	\$ 22,500,000.00
	The VCB would not request consideration of an annual increase to be considered after the first year of the awarded Contract.						
	After the first year which has additional costs for advertising agency procurement and onboarding that total \$12,500, the VCB intends for the total annual cost to remain flat for the remaining four (4) years of the 5 year contract term at \$74,700 annually. The total 5 year contract term will be \$386,000.						

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

COVER PAGE

ST. JOHNS COUNTY PURCHASING DIVISION
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084

St. Johns County Visitors and Convention Bureau, Inc.

FULL LEGAL NAME OF PROPOSER: _____

MAILING ADDRESS: 29 Old Mission Avenue, St. Augustine, Florida 32084 _____

POINT OF CONTACT FOR RFP:

NAME & TITLE: Susan Phillips, President/CEO _____

EMAIL ADDRESS: SPhillips@FloridasHistoricCoast.com _____

POINT OF CONTACT FOR INVITATION TO PAYMENTWORKS:

NAME & TITLE: Susan Phillips, President/CEO _____

EMAIL ADDRESS: SPhillips@FloridasHistoricCoast.com _____

DATE: October 16, 2024 _____



**ST. AUGUSTINE
PONTE VEDRA**
FLORIDA'S HISTORIC COAST®

St. Augustine, Ponte Vedra & The Beaches Visitors and Convention Bureau
29 Old Mission Avenue
St. Augustine, Florida 32084
(904) 829-1711
FloridasHistoricCoast.com

RE: RFP 1976 Submission; Destination Marketing Management Services

Dear Evaluation Committee Members:

St. Johns County Visitors and Convention Bureau, Inc. (a/k/a St. Augustine, Ponte Vedra & The Beaches Visitors and Convention Bureau), hereinafter referred to as the VCB, is pleased to submit this proposal for consideration in response to St. Johns County's Board of County Commissioners Request for Proposals (RFP NO: 1976) for Destination Marketing Management Services. We are excited about the opportunity to continue partnering with St. Johns County to lead tourism growth and provide executive oversight for all marketing, advertising, and promotional initiatives.

Company Overview

Established in 1995, our full legal company name is St. Johns County Visitors and Convention Bureau, Inc., and we have served uninterrupted as the official destination marketing and management organization for St. Johns County tourism where we manage the destination brand known as "Florida's Historic Coast." We are incorporated as a not-for-profit organization under IRS Rules, Section 501(c)6. For more than 29 years, our role has been far more than directing advertising efforts – it has been about providing executive leadership across the entire tourism landscape, involving complex and comprehensive connectivity between the County's tourism community, local businesses (tourism and non-tourism), government entities, and local agencies such as the Chamber of Commerce and the Cultural Council. We currently serve as the official marketing organization for St. Johns County tourism, have an active registration with the State of Florida, Department of State, Division of Corporations; have a current Local Business Tax Receipt for St. Johns County; and have several times over the minimum of five (5) years of experience providing marketing management services similar to those specified in the RFP.

The primary point of contact for this proposal is Susan Phillips, President/CEO, who can be reached at (904) 209-4430 and SPhillips@FloridasHistoricCoast.com.

Our mission is to be the central executive authority for all tourism-related initiatives- branding and marketing St. Johns County globally as a world-class leisure, convention and business destination; to communicate the area's assets and inherent benefits to consumers, meeting planners, travel trade, media, local community and constituents; and to facilitate the opportunity for tourism stakeholders to promote their individual businesses within that framework is supported by a full-time, highly skilled team of 12 professionals covering Administration, Marketing Management, Sales, Communications, and Research.

Our approach is rooted in leveraging the collective strength of our tourism stakeholders to ensure cohesive and impactful campaigns that amplify the area's assets and benefits. We take pride in actively engaging with the community to ensure that every voice is heard and every opportunity for growth is seized.

Our core business philosophy extends beyond executing marketing tactics. It encompasses providing a strategic and cohesive approach that aligns all available marketing tools, advertising vehicles, and stakeholder contributions to drive growth. The benefits we bring to St. Johns County is rooted in delivering creative and effective marketing strategies that yield measurable economic impact, particularly for destination marketing projects.

We are deeply interested in this solicitation because of our proven expertise and long-standing trust from the tourism and business community in managing destination marketing efforts, specifically for the St. Johns County Board of County Commissioners.

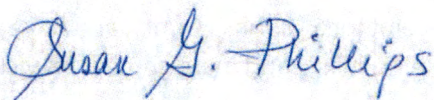
We are confident that our skills, experience, and dedication to industry best practices will continue to align with St. Johns County's goals of increasing tourism's economic impact and enhancing the County's profile as a leading Florida destination.

We have assembled a highly skilled team with extensive experience in destination marketing and tourism promotion to deliver the best possible results for the County. Our approach, attention to detail, and collaborative spirit will ensure we meet or exceed the County's expectations for this contract.

Because our interests align with those of St. Johns County, our organization maintains a strong and active Board of Directors structure with representation from key tourism support entities (lodging, attractions/tours, and restaurants), as well as representatives from County and City governments, the Chamber of Commerce, the Cultural Council, and the tourism industry at large. This ensures our strategies are informed, inclusive, and impactful.

Thank you for the opportunity to submit our proposal. We look forward to the opportunity to continue our work together on this exciting project. Should you require additional information or have any questions, please feel free to contact us directly by calling (904)209-4430, emailing SPhillips@FloridasHistoricCoast.com, or visiting our office at 29 Old Mission Avenue, St. Augustine, Florida, 32084.

Sincerely,



Susan G. Phillips
President/CEO
St. Augustine, Ponte Vedra & The Beaches Visitors and Convention Bureau

**As the undersigned is the President/CEO of the organization, no Delegation of Authority letter is required for this submission.*

St. Johns County Visitors and Convention Bureau, Inc.

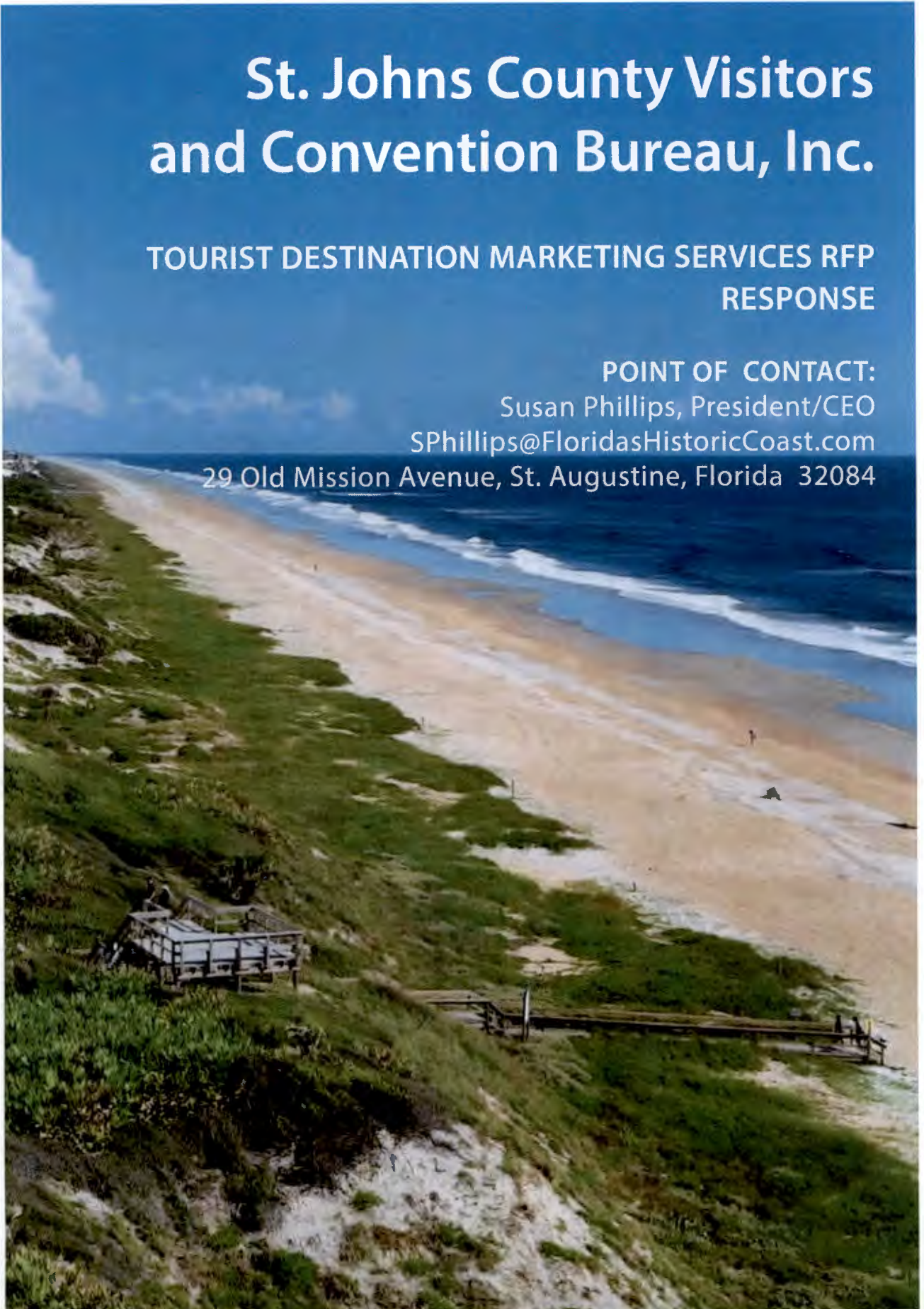
TOURIST DESTINATION MARKETING SERVICES RFP RESPONSE

POINT OF CONTACT:

Susan Phillips, President/CEO

SPhillips@FloridasHistoricCoast.com

29 Old Mission Avenue, St. Augustine, Florida 32084



Section 2: Qualifications and Experience



Licenses/Certifications and Minimum Qualifications

The VCB meets all minimum qualifications and requirements of this RFP and is fully licensed to perform the work specified in this RFP in the State of Florida and St. Johns County. We have included copies of documents, where applicable, to verify the VCB's qualifications and eligibility to perform the services outlined in this RFP, including the information below:

- The VCB does not have any contractual or employment relationship with any County officer or employee.
- No County officer or employee holds any ownership interest in the VCB.
- Proposer, including Key Personnel of Proposer, are only participating in one response to this RFP.
- St. Johns County Purchasing Addenda 1-4: **see Section 5, Administrative Information, for this documentation**
- State of Florida Registration: Proof of active registration with the Florida Department of State, Division of Corporations (Sunbiz) is below
- Local Business Tax Receipt: Current Local Business Tax Receipt for St. Johns County is below
- Five Years of Experience: The VCB's nearly 30 years of marketing management services experience with St. Johns County, similar to those described in the Scope of Services of this RFP, exceed the minimum five year requirement. We have included a copy of several current and past St. Johns County/VCB destination marketing and management agreements which reflect proof of our exceeding the minimum of five years of experience in providing destination marketing management services for St. Johns County, during the past five years. **See Section 5, Administrative Information, for this documentation.**

State of Florida

Department of State

I certify from the records of this office that ST. JOHNS COUNTY VISITORS AND CONVENTION BUREAU, INC. is a corporation organized under the laws of the State of Florida, filed on September 12, 1995.

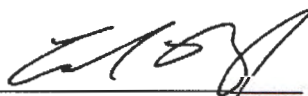
The document number of this corporation is N95000004336.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 7, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of February, 2024*




Secretary of State

Tracking Number: 0584314705CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2024 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N95000004336

Entity Name: ST. JOHNS COUNTY VISITORS AND CONVENTION BUREAU, INC.

FILED
Feb 07, 2024
Secretary of State
0584314705CC

Current Principal Place of Business:

29 OLD MISSION AVENUE
ST. AUGUSTINE, FL 32084

Current Mailing Address:

29 OLD MISSION AVENUE
ST. AUGUSTINE, FL 32084 US

FEI Number: 59-3335084

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

PHILLIPS, SUSAN
29 OLD MISSION AVENUE
ST. AUGUSTINE, FL 32084 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: SUSAN PHILLIPS 02/07/2024
Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title	PRESIDENT/CEO	Title	VC
Name	PHILLIPS, SUSAN	Name	SCHONINGER, CRAIG
Address	29 OLD MISSION AVENUE	Address	200 PONTE VEDRA BLVD
City-State-Zip:	ST.AUGUSTINE FL 32084	City-State-Zip:	PONTE VEDRA BEACH FL 32082
Title	CHAIR	Title	S
Name	KERN, JASON	Name	STAVELY, CINDY
Address	300 A1A BEACH BLVD	Address	12 S CASTILLO DRIVE
City-State-Zip:	ST. AUGUSTINE FL 32080	City-State-Zip:	ST. AUGUSTINE FL 32084
Title	PAST CHAIRMAN	Title	T
Name	WHETSTONE, VIRGINIA	Name	ROBLES, CHARLES
Address	13 ANASTASIA BLVD	Address	149 CORDOVA ST
City-State-Zip:	ST. AUGUSTINE FL 32084	City-State-Zip:	ST AUGUSTINE FL 32084

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SUSAN PHILLIPS PRESIDENT & CEO 02/07/2024
Electronic Signature of Signing Officer/Director Detail Date

This Receipt is issued pursuant to
County ordinance 87-36

**2024/2025 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT**
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1017387
EXPIRES September 30, 2025

Business Type Misc. Public Serv.
Location 29 Old Mission Ave
St Augustine FL 32084

**New Business
Transfer**

Business Name **St Johns County Visitors &
Convention Center**



Tax 22.00
Penalty 0.00
Cost 0.00
Total 22.00

Owner Name St Johns County Visitors &
Convention Center

**Mailing
Address** 29 Old Mission Ave
St Augustine, FL 32084

**DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

This form becomes a receipt only when validated below

Paid by receipt(s) 2023-7537012 on 07/08/24 for \$22.00



June 24, 2022

Richard Goldman
President/CEO
St. Augustine, Ponte Vedra & The Beaches Visitors & Convention Bureau

Dear Richard:

On behalf of Destinations International and the Destination Marketing Accreditation Program (DMAP) Board of Directors, it is an honor to inform you that St. Augustine, Ponte Vedra & The Beaches Visitors & Convention Bureau has met the rigorous standards required to renew your DMAP accreditation. We are pleased to approve your DMAP renewal in recognition of your organization's achievement.

The Destination Marketing Accreditation Program (DMAP) is an independent global accreditation body and a leader in defining quality and performance issues in destination management. Accreditation standards cover a wide variety of competencies including governance, finance, management, human resources, technology, visitor services, group services, sales, communications, membership, brand management, destination development, research and market intelligence, innovation, stakeholder relationships and advocacy.

Achieving DMAP accreditation positions your organization as a valued and respected leader in your community and increases your credibility among stakeholders. It also communicates to the travel and tourism community that your organization has attained a significant measure of excellence. Your commitment to renewing your DMAP accreditation is a testament to the professionalism and effectiveness of your organization.

Congratulations to you and your entire team on this accomplishment.

Sincerely,

Don Welsh
President & CEO
Destinations International

Project Team: Key Personnel and Staffing Plans

Our project team brings together experienced professionals from the **St. Johns County Visitors and Convention Bureau (VCB)** to ensure a high-quality execution of all required services for St. Johns County in management of the destination brand known as "Florida's Historic Coast." The combined expertise of our team members spans decades of successful destination marketing, strategic campaign management, and stakeholder coordination.

Key Personnel

- **Susan Phillips, President & CEO:** Susan leads the VCB's destination management and marketing efforts, focusing on creating advertising and marketing efficiencies, promoting collaboration, and driving higher visitor spend and longer stays. With nearly 40 years of experience in tourism marketing, management and advertising, and roles at organizations such as **Visit Myrtle Beach** and **Delta Air Lines**, Susan's strategic leadership will guide the project to meet the County's goals. Susan holds a BBA in business, marketing, finance and real estate from Georgia State University.
- **Stacey Sather, Creative & Social Media Manager:** Stacey oversees advertising programs and social media strategy, managing platforms like **Meta (Facebook and Instagram), TikTok, and YouTube**. With 36 years of experience, she will drive creative content development and ensure that campaigns resonate with target audiences. Stacey holds a B.A. of Fine Arts from the University of Dayton, OH.
- **Erin Masters, Web Content & Database Manager:** Erin's local knowledge and 23 years of institutional experience working for the VCB in managing web content and co-op advertising will be instrumental in optimizing the County's digital presence. She will ensure that the content remains aligned with campaign objectives and engages the right audiences.
- **Darren Goedelman, Research Manager:** Darren will leverage his experience to provide **insights and analytics**, supporting the continuous optimization of marketing efforts and ensuring data-driven decision-making. Darren has over 20 years of experience as a military U.S. Army system administrator and was a systems analyst and programmer for St. Johns County. He holds an A.A. in student government.

Certificates of Insurance

The VCB carries insurance coverage in full compliance with the requirements of St. Johns County. Below are the current and valid policies held (**see Section 5, Administrative Information, for certificates of insurance**).

- **General Liability Insurance:** Coverage limit of \$2,000,000 per occurrence, meeting the County's requirements to protect against claims of bodily injury, property damage, and personal injury. This policy will also include commercial automobile liability coverage with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.
- **Professional Liability Insurance:** Coverage of \$1,000,000 to protect against claims arising from errors and omissions in our professional services.
- **Workers' Compensation Insurance:** In compliance with statutory limits as required by the State of Florida.

If additional coverage is needed upon award, we have a **commitment letter** from our insurance provider confirming our ability to obtain the necessary insurance within the specified limits. We remain committed to ensuring full coverage to protect both the VCB and St. Johns County in all contractual engagements.

These licenses and certifications underscore our commitment to compliance and professional excellence, equipping our team with the expertise necessary to effectively manage tourism marketing initiatives.

Claims and Litigation History

The VCB has a strong history of **minimizing risk** and ensuring compliance with contractual obligations. Over the past **seven (7) years**, there have been **no claims or litigation** related to our tourism marketing services that resulted in legal proceedings. This record reflects our dedication to providing high-quality, risk-managed services while maintaining a transparent and professional relationship with all stakeholders.

Attached to this response is **Attachment F (Section 5, Administrative Information)**, which confirms our clean claims and litigation history for the specified period.

Current Staffing Plans and Presence in the County

The VCB has all necessary personnel on payroll, ensuring no additional hiring is required to execute the project. Our **team of 12 employees** is fully committed to this engagement.

We maintain an established office in **St. Augustine, Florida**, providing immediate availability for any local engagement and ensuring a strong presence in St. Johns County. Our team's on-the-ground presence means we can effectively coordinate with local stakeholders, attend meetings, and contribute directly to the County's tourism initiatives.

Advocacy and Legislative Coordination

The VCB actively participates in **advocacy efforts** to ensure that St. Johns County's tourism interests are represented at the state level. Every January, we **lobby in Tallahassee** for our county's tourism needs in collaboration with **Destinations Florida, Florida Restaurant & Lodging Association**, and the **Florida Attractions Association**. During the Florida Legislative Session, the VCB serves as the **tourism authority** for the county, sharing critical information on proposed tourism-related bills and their potential impacts.

We keep our stakeholders informed about the legislative developments affecting tourism by providing **turnkey communication support**—which includes **talking points, contact information for state representatives**, and suggested **email and phone scripts**. Our goal is to make it easy for stakeholders to connect with legislators and advocate for the policies that sustain and grow the tourism industry in St. Johns County.

For example, during the **2024 Legislative Session**, we successfully advocated against provisions that could have negatively impacted the **Tourist Development Tax (TDT)**, which is a crucial source of funding for promoting tourism, supporting cultural programs, and maintaining beach renourishment efforts.

Through our coordinated efforts, including direct outreach to legislative representatives and collaboration with other state DMOs, we helped ensure continued funding without additional restrictions. This effort was critical in preserving vital resources that support tourism marketing, infrastructure improvements, and community events that attract visitors year-round.

The VCB's advocacy efforts reflect our **commitment to the long-term growth and sustainability** of the tourism industry, ensuring that our interests are well represented in Tallahassee, and that our stakeholders have a voice in shaping the policies that impact our county. See **Section 5, Administrative Information, for examples**.

Agency's Experience: St. Johns County Visitors and Convention Bureau (VCB)

The St. Johns County Visitors and Convention Bureau (VCB) brings nearly three decades of experience in leading and managing tourism marketing initiatives for St. Johns County. Our deep expertise, coupled with our established partnerships with local government and tourism stakeholders, makes us uniquely qualified to continue and enhance our efforts in elevating the region as a premier travel destination. This section addresses each requirement from the RFP in detail, demonstrating our comprehensive qualifications and capabilities.

1. Demonstrated Long-Term Experience in Marketing Management

The **St. Johns County Visitors and Convention Bureau (VCB)** has nearly **30 years of experience** providing marketing management services like those specified in this RFP. Since its inception, the VCB has been instrumental in positioning St. Johns County as a must-visit destination, consistently delivering impactful campaigns that have driven tourism growth, increased visitor engagement, and enhanced the region's reputation for cultural and historical tourism.

Our marketing initiatives have consistently achieved notable successes, such as:

- **Record-breaking Tourist Development Tax (TDT) collections**, growing from **\$4.6 million in FY2009** to **\$23.2million in FY2023**.
- **Tourism direct spending** reached **\$2.3 billion** from July 2021 to June 2022, marking a **47.1% increase** over 2017.
- Growth in **length of stay**, averaging **5.5 nights** in FY2022—an **111% increase** from 2017.

Our longstanding experience and measurable achievements uniquely position us to meet the County's tourism objectives, delivering high-quality results that positively impact the local economy.

Experience in Managing Third-Party Marketing Firms and Coordinating Management Plans

The St. Johns County Visitors and Convention Bureau (VCB) has a deep history of managing third-party marketing firms, coordinating management plans with working groups, and successfully leading the implementation of approved marketing strategies. We've undertaken significant initiatives that highlight our capability in orchestrating complex campaigns, coordinating diverse groups, and implementing strategic promotional plans, which aligns well with the requirements specified in the RFP.

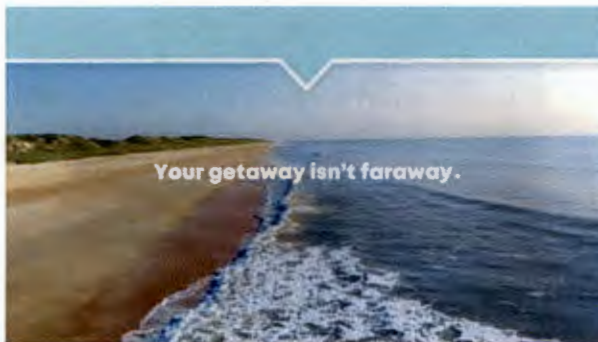
Public Workshops and Stakeholder Engagement

The VCB has extensive experience conducting public workshops and engaging tourism stakeholders to ensure alignment of promotional strategies. Each February, we conduct a publicly noticed industry stakeholder tourism advisory workshop, inviting input from tourism businesses regarding annual promotion strategies and desired outcomes. This workshop provides a platform for stakeholders to contribute to the strategic direction of our campaigns, ensuring that our marketing initiatives reflect the diverse needs of the community.

Additionally, we conduct a workshop during the Tourist Development Council's (TDC) regularly scheduled meeting in March to obtain input from the TDC on the annual promotional plan. These workshops are vital in shaping a comprehensive and effective marketing strategy that benefits all stakeholders. For example, our FY2023 stakeholder workshop provided crucial insights into emerging trends like wellness tourism, which helped us refine our promotional campaigns to cater to changing traveler preferences.

Development, Presentation, and Implementation of Annual Promotion Plan

The VCB leads the development of the Annual Promotion Plan, leveraging stakeholder input obtained during the public workshops. Our process involves drafting an initial plan that outlines marketing and advertising strategies, identifying target audiences, desired outcomes, and incorporating cooperative promotion opportunities. We collaborate closely with local tourism businesses and county, cultural, and chamber organizations to maximize the economic impact of tourist-related activities within St. Johns County.



Two of our recent campaigns include the "It's About Time" campaign, which focused on encouraging travelers to return to the joys of exploration post-COVID, and the "Your Getaway Isn't Faraway" campaign, which promoted the convenience of local and accessible vacation options. These campaigns were created to resonate with both local and international audiences, adapting the messaging to meet the unique needs of our target markets. Both campaigns effectively drove increased engagement and demonstrated our ability to respond to evolving traveler preferences.

The VCB also works directly with working groups similar to the soon to be developed Tourism Promotions Working Group and third-party marketing firms to ensure the plan's successful implementation. For instance, we developed and implemented the "Your Getaway Isn't Faraway" campaign, incorporating input from tourism stakeholders to craft messaging that resonates with both local and international audiences. The

campaign successfully drove 161.8 million impressions in FY2022, demonstrating the power of collaborative planning and strategic execution.

The Annual Promotion Plan is presented to the TDC in June for consideration, ensuring that all strategic elements are aligned with the county's overall tourism objectives. Once approved, we proceed to implement the plan while continually collaborating with stakeholders, making any adjustments needed to maximize campaign effectiveness.

Management and Coordination with Working Groups

The VCB has substantial experience coordinating with working groups similar to the SJC Tourism Promotions working groups, which comprises members from key local tourism organizations, including the Cultural Council, Chamber of Commerce, and local government entities. Our meetings with the Working Group are structured to provide updates on promotional efforts, gather feedback, and incorporate suggestions into ongoing marketing activities.

A prime example of our coordination efforts is during the implementation of cooperative promotion activities where we engage local businesses to participate in promotional programs, including giveaways, contests, and joint advertising campaigns. The involvement of various working groups ensures that all promotional activities benefit a wide range of tourism-related businesses, fostering an inclusive approach to marketing.

Creative Concept Development and Media Planning

The VCB oversees the creative development of advertising programs across different media platforms, including digital, print, social, radio, and television. We manage third-party marketing firms responsible for producing creative assets and executing media buys, ensuring that campaigns are consistent with the county's brand and marketing goals.

The creative concept for each campaign is developed in collaboration with local stakeholders, and the VCB ensures that it aligns with the County's tourism objectives. We also oversee media planning and buying, focusing on leveraging cooperative promotion opportunities offered by VISIT FLORIDA and other industry partners to enhance the overall reach and impact of the campaigns. Our efforts in creative concept development have led to effective campaigns that contributed to record-breaking TDT collections of \$23.2 million in FY2023.

Cooperative Promotions and Events

The VCB actively creates cooperative promotion programs and events that are equally available to local tourism-related businesses. By working with local, state, and national organizations, we increase awareness of St. Johns County as a premier destination. For example, our FY2022 cooperative promotions provided a media value of \$1.6 million, with a \$26.89/\$1 return on investment, underscoring the effectiveness of our collaboration with local businesses.

We have successfully worked with third-party marketing firms to secure promotional items and coordinate events that generate significant visibility for the county. This collaborative approach ensures that the economic impact of tourism is maximized, benefiting the community at large.

Reports, Meetings, and Coordination

To maintain transparency and accountability, the VCB submits monthly reports on campaign performance, cooperative promotion activities, and budget expenditures. These reports provide the TDC with detailed insights into the progress of promotional activities, ensuring that all efforts align with the county's tourism goals.

The VCB also attends all TDC meetings, providing updates on the effectiveness of promotional efforts, travel trends, and campaign impressions. This open communication fosters an environment of collaboration and allows us to make timely adjustments to the marketing strategy as needed.

Our experience managing third-party firms, leading consolidated planning, and coordinating effectively with stakeholders is further demonstrated through our emergency response efforts, such as during Hurricane Milton and during COVID. We gathered input from government officials, local businesses, and tourism partners to adapt our messaging rapidly, providing reassurance to potential visitors and maintaining St. Johns County's reputation as a welcoming destination during times of crisis.

Conclusion

The VCB's extensive experience in managing third-party marketing firms, coordinating with multiple working groups, and leading the implementation of approved marketing plans showcases our ability to deliver results that align with St. Johns County's tourism objectives. Our collaborative approach ensures that all stakeholders are engaged, contributing to comprehensive marketing strategies that drive economic growth, increased visitation, and enhanced community support.



Crisis Management and Emergency Response Leadership

The VCB's long-standing role as the destination marketing and management organization (DMO) for St. Johns County has also included providing essential crisis management services during emergencies, such as Hurricane Milton.

As the central coordinating tourism authority, the VCB was able to lead a rapid response, gathering and disseminating critical information, adapting campaigns, and communicating clearly with visitors, tourism stakeholders, county and city governments, and the local community.

Our experience and agility during emergencies highlight our capacity to pull together stakeholders and resources quickly, ensuring that marketing and communication efforts **adapt in real time** to meet the changing needs of the County.

We provide turnkey crisis response solutions, leveraging our deep understanding of the destination and our established networks to facilitate swift and effective action.

The VCB's proactive and hands-on crisis management efforts are instrumental in minimizing the negative impact on tourism and fostering confidence among stakeholders and visitors, reinforcing St. Johns County's reputation as a resilient and desirable destination even in challenging times.

Crisis Management and Hurricane Milton Recovery Campaign

Our demonstrated agility and commitment to community support were evident in the response to **Hurricane Milton**. In the wake of the hurricane, the VCB spearheaded the **"We're Here for You"** campaign, offering solidarity and a place of respite for Floridians affected by the storm. The campaign is a testament to the VCB's capacity to act quickly, utilize effective storytelling, and mobilize resources to achieve a positive impact.

Campaign Overview:

- **Timeline:** The entire campaign was initiated and executed over a **single weekend**. On Friday, VCB leadership made the "asks" to government officials and tourism stakeholders, and by Saturday morning, we had gathered everyone together for filming. Editing was completed on Sunday, and the campaign video was finalized by Monday morning.
- **Key Messaging:** The "We're Here for You" campaign communicated **empathy and community support**, emphasizing the availability of **Florida's Historic Coast** as a place for rest and recovery. It was a powerful message of solidarity during a time of widespread uncertainty, inviting Floridians to find comfort and care in our community.
- **Stakeholder Engagement:** Government officials and tourism stakeholders were eager to participate in this community-focused initiative, showcasing the collaborative spirit that makes our county unique. We provided a platform for local leaders to express support, giving them an opportunity to be part of a community-driven response.
- **Outcome:** The campaign received positive responses across social media platforms and from stakeholders and continues to be shared throughout the state of Florida.
- **Video and Press:** The video created for the campaign can be seen here: [Hurricane Milton Recovery Campaign Video](#) or on www.FHC4U.com.

The success of this campaign highlights the VCB's ability to **adapt quickly** and act as a central coordinating body during challenging times. By involving government officials and local stakeholders in a meaningful way, we ensured the messaging resonated with the community and reinforced our role as a **trusted destination management organization**.



Board of Directors

The **Board of Directors** plays a critical role in guiding the strategic vision of the St. Johns County Visitors and Convention Bureau (VCB). Comprised of leaders from across the tourism, hospitality, cultural, and governmental sectors, the Board ensures that diverse perspectives shape the direction of our initiatives. This collective expertise allows the VCB to respond effectively to the needs of stakeholders while staying aligned with the evolving dynamics of the tourism industry.

The Board's involvement is essential for fostering **collaborative decision-making** and providing **executive oversight** that encompasses the interests of all key tourism areas—lodging, attractions, restaurants, and cultural assets. Their **commitment to representing the County's varied tourism segments** guarantees that our efforts reflect a broad spectrum of community interests, ensuring that the economic and cultural benefits of tourism reach every corner of St. Johns County.

Below are the members of our Board of Directors:

Board of Directors

Chair: Jason Kern | General Manager, Embassy Suites by Hilton St. Augustine Beach Oceanfront Resort. Currently in 2nd term, expiring in 2025. Representing St. Augustine Beach Lodging.

Vice Chair: Craig Schoninger | Director of Sales and Marketing, Ponte Vedra Inn & Club and The Lodge & Club Ponte Vedra Beach. Currently in 2nd term, expiring in 2025. Representing Ponte Vedra Beach Lodging.

Secretary: Cindy Stavelly | Executive Director, St. Augustine Pirate and Treasure Museum/Colonial Quarter. Currently in 2nd term, expiring in 2025. Representing At Large Tourism.

Treasurer: Charlie Robles | General Manager, The Collector Luxury Inn & Gardens. Currently in 2nd term, expiring in 2027. Representing At Large Tourism.

Past-Chair: Virginia Whetstone | President, Whetstone Chocolates. Currently in 2nd term expiring 2024. Representing At Large Tourism.

Shannon Dearin | General Manager, Courtyard by Marriott St. Augustine I-95. Currently in 2nd term, expiring 2026. Representing I-95 Corridor Lodging.

Vik Patel | General Manager, Renaissance St. Augustine Historic Downtown. Currently in 1st term, expiring 2026. Representing St. Augustine Lodging.

Lorna MacDonald | President, Raintree Restaurant. Currently in 2nd term, expiring 2026. Representing At Large Tourism.

Dave Chatterton | General Manager, Historic Tours of America. Currently in 1st term expiring in 2026. Representing At Large Tourism.

Susan Phillips | Ex-Officio (non-voting) President/CEO St. Johns County VCB

Commissioner Henry Dean | Govt. Liaison St. Johns County

Commissioner Don Samora | Govt. Liaison City of St. Augustine Beach

Commissioner Cynthia Garris | Govt. Liaison City of St. Augustine

Isabelle Renault | Ex-Officio (non-voting) President/CEO St. Johns County Chamber

Brenda Swann, Director of Grants & Operations | Ex-Officio (non-voting) Executive Director St. Johns Cultural Council

Organizational Membership and Community Involvement

The VCB takes pride in its robust engagement across various tourism and community organizations, which reflects our deep commitment to fostering collaboration and supporting stakeholders at multiple levels. Our involvement demonstrates our capacity to effectively coordinate with representatives of multiple interest groups and implement a consolidated marketing plan, as outlined in the RFP requirements.

Through active participation in industry associations such as Destinations International, VISIT FLORIDA®, and the Florida Restaurant & Lodging Association, we maintain an in-depth understanding of emerging tourism trends, best practices, and the latest innovations that enhance our strategic marketing and promotional efforts. Additionally, our presence on advisory boards, educational initiatives, and local civic groups ensures ongoing collaboration with local entities, fulfilling the requirement to effectively engage with a wide range of stakeholders and interest groups.

The VCB also ensures that our strategic planning is informed by a broad range of perspectives by working closely with community groups, civic associations, and industry stakeholders. These collaborations form the foundation for developing effective and unified destination marketing strategies that resonate with diverse

audiences—fostering a culture of inclusiveness and meeting the expectations of the County's objectives for tourism promotion.

This commitment to collective engagement reinforces our capabilities to support tourism management and provide meaningful oversight for the County's initiatives, aligning with RFP criteria that seek demonstrated experience in effective stakeholder engagement, coordination, and promoting cohesive marketing strategies.

Below are the key groups we are involved in:

Tourism and Industry Organizations

- Destinations International
- VISIT FLORIDA®
- Destinations Florida
- Florida Restaurant & Lodging Association
- North Florida Restaurant & Lodging Association
- Florida's First Coast of Golf
- Florida Attractions Association
- St. Augustine Attractions Association
- Society of American Travel Writers
- Public Relations Society of America
- North American Travel Journalists Association
- American Bus Association
- National Tour Association
- International Inbound Travel Association
- Meeting Planners International
- U.S. Travel Association

Educational and Advisory Involvement

- Nease High School Tourism Academy Advisory Board
- University of Florida Historical Society/City of St. Augustine Advisory Board
- Flagler College Tourism Classes (introductory to intermediate)
- INK! (Investing in Kids)

Local Business and Community Organizations

- St. Johns County Chamber of Commerce
- St. Augustine Wedding & Event Association
- St. Augustine Board of Realtors
- St. Johns County Council on Aging
- Women's Food Alliance
- St. Johns County Library Advisory Board

Civic Groups and Rotary Clubs

- Ponte Vedra Rotary
- St. Augustine Sunrise Rotary
- St. Augustine Beach Rotary Club
- Bartram Trail Rotary
- Hastings Rotary Club
- Lions Club of St. Augustine
- Coastal Friends at Marsh Landing CC
- Elks

Community and Cultural Organizations

- First Coast Cultural Center
- Vilano Beach Main Street & NSIA
- A1A Scenic & Historic Coastal Byway
- Historic St. Augustine Kiwanis
- Garden Club of St. Augustine

Friends of Anastasia Island Branch Library
Friends of Bartram Trail Library
Friends of Bird Island Park
Friends of GTM Reserve
Friends of the Library-Ponte Vedra Beach
Flagler Model Landing/Neighborhood Council of St. Augustine
St. Augustine Beach Civic Association
Tourism and Hospitality Initiatives
St. Johns County Chamber Tourism & Hospitality Council

2. Complete List of Clients and Dates of Service

Experience with Clients Similar to St. Johns County

The St. Johns County Visitors and Convention Bureau (VCB) has been solely dedicated to tourism destination marketing and management for St. Johns County for the past 29 years. Our exclusive focus allows us to provide undivided attention to our community's needs, ensuring there is no competition or conflict of interest with other agencies. As per our bylaws, the VCB's mission has always been to foster a sustainable tourism industry through collaboration, reinvestment, and strategic marketing initiatives. This focus is evident in our long-term success managing creative initiatives, coordinating working groups, and implementing promotional plans.

Current Clients:

St. Johns County, Florida Board of County Commissioners (1994-Present): Our work for St. Johns County in marketing and managing the destination brand known as "Florida's Historic Coast" spans 29 years, during which we have successfully positioned St. Johns County as a premier destination for cultural and heritage tourism. This includes overseeing creative development, content strategy, media planning, and executing comprehensive campaigns that have contributed to record-breaking Tourist Development Tax (TDT) collections.

Unique Value Proposition:

No Conflict of Interest: Unlike advertising agencies that manage multiple clients, the VCB's energies are focused 100% on the success of St. Johns County. Our bylaws and organizational structure explicitly align our efforts with the County's tourism objectives, ensuring there are no competing interests.

Statewide Alignment: The VCB serves as the official Destination Marketing and Management Organization (DMO) for St. Johns County, acting as the central entity that unites tourism stakeholders for cohesive marketing and promotional initiatives. This approach follows the model employed across Florida, where most counties have a designated DMO to manage tourism promotion effectively.

Proven Track Record: Our organization has never been terminated from an engagement, reflecting our consistent delivery of high-quality, strategic tourism marketing initiatives that benefit our community. We ensure the sustainability of tourism in St. Johns County by prioritizing transparency, community involvement, and ethical business practices, as outlined in our bylaws.

In addition to our official role as the Destination Marketing and Management Organization (DMO) for St. Johns County, the VCB views all 300,000 county residents as our clients. We are dedicated to enhancing their quality of life by fostering economic growth through tourism. Our work also serves our 325+ tourism stakeholders, ensuring they benefit from our strategic initiatives and collaborative promotion of St. Johns County. By

supporting both residents and tourism stakeholders, we aim to build a thriving community that is enjoyable for visitors and locals alike.

Additional work for St. Johns County outside of the VCB's destination marketing and management contract includes two recent projects noted below. Our ongoing collaboration with St. Johns County reflects reflects our capability to manage complex marketing projects involving multiple subcontractors, across nearly three decades, all aligned to achieve St. Johns County's goals.

Florida's Black History Museum: **Creative Development and Collaboration**

The St. Johns County Visitors and Convention Bureau (VCB) played a key role in the creative development and content outlining for the new Florida Museum of Black History in St. Augustine, in collaboration with St. Johns County officials. This involved managing the creative process, developing content strategies, and aligning the project with the county's cultural tourism objectives. This experience showcases our ability to lead high-profile initiatives that connect cultural storytelling with broader destination marketing strategies, while also engaging diverse community stakeholders.

Additionally, the intense debates and advocacy efforts leading to the decision to locate the museum in St. Augustine demonstrated the importance of strategic involvement. The VCB was pivotal in creating an effective narrative to bring this project to life, showcasing our ability to leverage community assets for tourism growth.



National Preservation Month Video and VCB Collaboration

Hastings Community Revitalization Project

The Hastings transformation is an exemplary case of VCB's capability in managing community-led initiatives, driving local economic development, and promoting unique cultural assets. The project involved creating and implementing a strategic tourism marketing plan to support Hastings' shift towards promoting local agriculture, historical heritage, and economic revitalization.

Collaboration and Stakeholder Engagement

The VCB worked closely with local stakeholders, including farmers, small businesses, community groups, and government entities, to develop a marketing strategy that aligns with St. Johns County's economic and

tourism goals. This aligns with the RFP requirement to effectively coordinate with multiple interest groups to develop and implement a consolidated tourism marketing plan.

Promoting Local Tourism Assets

Through collaboration with the County, the VCB created a comprehensive marketing campaign that leveraged Hastings' rich agricultural heritage. This included promoting agritourism and local historical sites as distinctive tourism attractions.

Sustainable Tourism and Economic Growth

The project also emphasized sustainable tourism by promoting local, community-focused initiatives that support economic development and drive visitation. VCB's role was to ensure that the tourism strategy created a positive impact on local businesses, farmers, and the broader community—aligning with the County's objectives of sustainable growth and enhancing the quality of life for its residents.

The Hastings project exemplifies VCB's dedication to fostering community-driven tourism development and promoting unique local assets in a manner that benefits both residents and visitors. This directly aligns with the County's requirements for creative tourism management that integrates economic growth, cultural heritage promotion, and stakeholder engagement.

3. Experience in Managing Third-Party Marketing Firms and Stakeholder Coordination

The VCB's expertise in managing third-party marketing firms and coordinating with diverse stakeholders is one of the cornerstones of our success in destination marketing. Our process focuses on collaboration, transparency, and strategic implementation to deliver consistent, high-quality marketing initiatives.

- **Managing Third-Party Marketing Firms:**
 - Over the years, the VCB has successfully managed numerous subcontracted agencies for creative production, media planning, and digital advertising campaigns. For example, in the **Florida's Historic Coast** campaigns, we worked closely with subcontracted media and creative agencies to ensure consistency and alignment across various promotional channels. Over the past five years, past and current, include PETERMAYER (advertising agency; May 2019-present), BCF (advertising agency), Tempest (interactive website marketing agency; Sep 2018-present), ENroute Communications (Hispanic PR agency; October 2023-present), Camelo Communications (Hispanic PR agency; October 2018-November 2021), NetWeave Social Networking (social media agency; March 2021-present), and CycleHere Films (videography/film agency; September 2020-present).

- **Stakeholder Engagement: A Best Practice Approach:**
 - **Monthly Meetings for Ongoing Alignment:** The VCB holds regular monthly meetings with its **Board of Directors**, a group similar in composition to the soon to be formed **Tourism Promotions Working Group**. These meetings are designed to provide stakeholders—such as



the Chamber of Commerce, cultural organizations, County and local municipalities, and tourism businesses—with updates on campaign progress and a platform for providing input on upcoming initiatives.

- o **Successful Coordination Example:** During our ongoing partnership with the **St. Johns Cultural Council**, over the past few years the VCB led two tourism advisory workshops with stakeholders to ensure cohesive campaign planning and execution. Representatives from local businesses, cultural institutions, and the County Tourism Department were invited to discuss priorities, align messaging, and contribute to a consolidated marketing strategy. This approach allowed for diverse perspectives to be incorporated effectively into our promotional efforts, resulting in an integrated campaign that resonated with different target audiences.
- o **Quantitative Results:** The collaborative planning efforts and regular stakeholder meetings contributed to a **15% year-over-year increase in the number of overnight visitors**, along with an **18% rise in visitor spending**. Additionally, **paid advertising** in FY2022 yielded **161.8 million impressions**, split between **56% traditional media** and **44% digital media**, driving significant brand visibility.

4. Key Client Projects and Measurable Results

The VCB's portfolio includes several high-impact projects that showcase our capabilities in managing marketing services and delivering exceptional results for St. Johns County:

- **Florida's Historic Coast Campaigns:**
 - **Project Scope:** The VCB led creative marketing efforts aimed at enhancing the visibility of Florida's Historic Coast as a top cultural and heritage tourism destination. Campaigns targeted national and international audiences through a combination of digital, print, and broadcast channels.
 - **Results:** As a result of these campaigns, visitor engagement across digital platforms increased by **30%**, contributing to record **Tourist Development Tax (TDT) collections**. The **FloridasHistoricCoast.com** website generated **1.8 million visits in FY2022**, reflecting a **15.2% year-over-year increase**. Additionally, **B2B sales** in FY2022 generated **107,900 room nights**, a **6.7% year-over-year increase**.
- **Tourism Crisis Management:**
 - **Project Scope:** During natural disasters, such as hurricanes, the VCB took charge of managing crisis communications for St. Johns County. In collaboration with third-party creative firms, we adapted messaging and employed targeted campaigns to reassure potential visitors and promote a rapid recovery.
 - **Results:** Our proactive crisis management led to minimized disruptions in tourism activity, with a **swift recovery in visitor numbers** following the crises. The effectiveness of these campaigns ensured that St. Johns County remained a safe and attractive destination, even during challenging times.

5. Comparable Clients and References

Experience with Clients Similar to St. Johns County

The St. Johns County Visitors and Convention Bureau (VCB) has been solely dedicated to tourism destination marketing and management for St. Johns County for the past 29 years. Our exclusive focus allows us to provide undivided attention to our community's needs, ensuring there is no competition or conflict of interest with other agencies. As per our bylaws, the VCB's mission has always been to foster a sustainable tourism industry through collaboration, reinvestment, and strategic marketing initiatives. This focus is evident in our long-term success managing creative initiatives, coordinating working groups, and implementing promotional plans.

Current Clients:

St. Johns County, Florida Board of County Commissioners (1994-Present): Our work for St. Johns County in marketing and managing the destination brand known as "Florida's Historic Coast" spans 29 years, during which we have successfully positioned St. Johns County as a premier destination for cultural and heritage tourism. This includes overseeing creative development, content strategy, media planning, and executing comprehensive campaigns that have contributed to record-breaking Tourist Development Tax (TDT) collections.

Contact information for reference purposes for our work for St. Johns County includes:

- St. Johns County Administrator Joy Andrews, (904) 209-0562, jqandrews@sjcfl.us
- St. Johns County Board of County Commissioners Chair Sarah Arnold, (904) 209-0300; boccoffice@sjcfl.us
- St. Johns County Tourist Development Chair Regina Gayle Phillips, (205) 826-0609, rgphillips@lincolnvillemuseum.org
- St. Johns County Tourist Development Vice Chair Irving Kass, (904) 540-0390, ikass@stgeorge-inn.com

Conclusion: Proven Expertise in Driving Tourism Success for St. Johns County

The **St. Johns County Visitors and Convention Bureau** has a well-established track record of providing marketing management services that consistently drive measurable success for the region. With nearly 30 years of experience, extensive stakeholder coordination capabilities, and a portfolio of successful projects, the VCB is uniquely positioned to continue promoting St. Johns County as a leading travel destination. We look forward to the opportunity to build on our achievements and contribute to the County's ongoing tourism growth and economic prosperity.



Section 3: Approach / Methodology



Introduction: Comprehensive Approach to Destination Marketing Management for St. Johns County

St. Johns County has outlined an ambitious vision for enhancing tourism's economic impact, positioning itself as a premier destination. Our response to this RFP addresses each of the tasks in a cohesive and comprehensive manner, leveraging our unique capabilities, proven methodologies, and extensive experience in managing complex tourism destination marketing initiatives.

Our proposed approach focuses on delivering clear, results-oriented strategies tailored to meet the objectives of St. Johns County. We believe that effective destination marketing management requires a structured approach, attention to tourism, governmental, and community stakeholder engagement, rigorous quality control, and proactive data-driven decision-making. This proposal details how our team will not only meet but exceed expectations through each of the following tasks:

1. **Comprehensive Search and Solicitation of a Sub-Contracted Professional Marketing Agency:** We will manage the process from crafting the solicitation to negotiating a high-value contract, ensuring that the selected agency is well-equipped to meet the County's tourism goals.
2. **Coordination of Marketing Efforts with a Tourism Promotions Working Group:** Our approach emphasizes active collaboration and consensus-building among key stakeholders, ensuring alignment of promotional strategies across agencies and communities.
3. **Attendance at Tourism-Related Meetings:** Consistent representation and active participation in meetings with the TDC, County officers, and other stakeholders will ensure seamless communication and responsiveness to emerging needs.
4. **Management and Implementation of Tourism Destination Marketing:** We will lead the creative development and media planning processes, oversee production while ensuring that all marketing and media efforts are strategically and seamlessly integrated across the VCB's existing channels. This includes leveraging our public relations efforts (in both English and Hispanic markets), social media campaigns, the official tourism website, and eCRM initiatives to create a cohesive and powerful message. By dovetailing our creative and media strategies with these additional channels, we ensure that our campaigns not only amplify brand visibility but also resonate effectively with targeted audiences at local, national, and international levels.
5. **Tracking and Reporting of Marketing Campaign Effectiveness:** Leveraging data analytics, we will monitor the success of campaigns and provide monthly reports that inform future marketing strategies. This includes ongoing adjustments to ensure all marketing initiatives achieve optimal results.
6. **Account Management and Oversight:** Our structured internal processes for quality control, budget oversight, and management of subcontractors reflect our commitment to excellence. We will maintain clear communication channels and ensure that all deliverables meet and exceed County expectations.

By incorporating lessons from our past successful campaigns, adopting best practices, and integrating input from the County and its partners, we aim to deliver a comprehensive marketing strategy that drives

sustainable growth in tourism for St. Johns County. Each section of our proposal details the unique strategies, processes, and tools we will use to provide a clear understanding of our methodology and approach to the tasks outlined in this RFP.

Approach and Methodology

Task 1: Comprehensive Search and Solicitation of a Sub-Contracted Professional Marketing Agency

1. Solicitation Development and Submission

- a. **Timeline Compliance:** Upon contract execution, we will initiate the development of a comprehensive solicitation document within seven (7) business days. We will utilize a **structured solicitation template** that aligns with industry and St. Johns County Purchasing Department standards to ensure all necessary components are included, such as project scope, evaluation criteria, and submission guidelines.
- b. **Content Overview:** The solicitation will detail the requirements, including submittal deadlines, proposal formats, and locations. Additionally, we will implement a **checklist-based review process** to verify that all critical elements are covered before submission to the St. Johns County Tourism Department and St. Johns County Purchasing Department for review and approval.

The VCB's past efforts to solicit a professional marketing agency included in official posting in local newspaper and on various tourism-related websites along with a targeted email to 50 agencies considered to be experts in destination marketing, with agencies also obtained from VISIT FLORIDA plus from the VCB's database of past tourism advertising agencies from prior RFPs.. Using this approach resulted in receiving 13 qualified proposals – a high-water mark for both the VCB and the industry.

2. Broadcasting the Solicitation

- a. **Industry Expertise:** Within three (3) business days of receiving the County's approval, we will broadcast the solicitation (DemandStar, BidnetDirect) internationally, nationally, regionally, and locally. To maximize visibility, we will utilize targeted platforms such as **industry-specific job boards** (e.g., AdWeek Jobs, PR Week Jobs, O'Dwyer's PR News,) and professional networks and associations (e.g. LinkedIn, Southeast Tourism Society, One West) to reach top-tier destination marketing firms.
- b. **Targeted Firm List:** We have compiled a list of leading destination marketing agencies based on their proven track record, industry reputation, and relevance to the County's needs. This list utilizes our established relationships with national and state tourism industry associations including Destinations International, VISIT FLORIDA®, and Destinations Florida and insights gained from past solicitations, as well as past St. Johns County marketing agency solicitations, ensuring that we attract high-quality responses.

3. Structured Submission Process

- a. **Proposal Submission:** The solicitation will establish a clear and structured method for proposal submissions, with defined formats and deadlines. We will implement an email submission protocol dedicating an email address for the sole purpose of the proposal submission process, ensuring ease of access and tracking so that all proposals are received securely and can be easily managed throughout the evaluation process.
- b. **Evaluation Criteria:** The solicitation will outline detailed evaluation parameters that prioritize strategic fit, experience, and proposed approach. We will use a **weighted scoring matrix** to assess each proposal against these criteria, ensuring a transparent and objective selection process.

4. Evaluation of Proposals

- a. **Rigorous Evaluation Process:** Within five (5) business days of the RFP closing, we will submit all received proposals to the St. Johns County Tourism Department. Using the weighted scoring matrix, a Selection Committee will evaluate the proposals based on established criteria, including experience in destination marketing, innovative strategies, and budget considerations. This structured approach will facilitate a thorough review and selection of the proposer that best aligns with the County's objectives.
- b. **Scoring Methodology:** The scoring process will involve a publicly-available collaborative review session by a Selection Committee of up to 9 individuals which will potentially include key tourism stakeholders (TDC representative, St. Johns County representative, tourism business leaders), VCB Executive Board members representing lodging, attractions, tours, or restaurants), and a VCB employee, allowing for diverse perspectives and ensuring the selected firm possesses the capability to deliver outstanding results.

5. Contract Negotiation and Execution

- a. **Subcontract Negotiation:** We will negotiate a sub-contract that mirrors the duration and terms of our management contract. The contract will be drafted using a **standard contract template** that has been effective in previous engagements, ensuring all critical aspects are covered.
- b. **Approval Process:** A draft of the sub-contract will be submitted to the St. Johns County Tourism Department for review and approval within five (5) business days. We will work closely with the County to finalize the contract swiftly, ensuring a fully executed subcontract within 30 days of the solicitation closing.
- c. **Onboarding Process:** Upon execution of the subcontract, we will immediately begin the onboarding process with the selected marketing agency. This will include a comprehensive **immersion tour** for key personnel, where we will take them throughout the entire county and provide a full tour of St. Johns County's attractions, lodging properties, cultural sites, and significant tourism assets. During this tour, we will introduce the marketing agency to various tourism partners—including local businesses, government representatives, and cultural institutions—so that they can truly learn and experience our destination firsthand. We know the destination like no one else, and this onboarding process is crucial to ensuring the marketing agency fully understands the **nuances of our multi-faceted destination**. This in-

depth introduction will help them get up-to-speed quickly, enabling them to create more impactful and authentic marketing campaigns that effectively resonate with target audiences.

Enhanced Comprehensive Search and Solicitation

To ensure that the marketing agency selected aligns well with the County's strategic objectives, we will incorporate relevant elements from the **FY2025 Marketing Plan** into our approach:

- **Alignment with Target Audience Strategy:** When drafting the solicitation, we will emphasize the need for agencies to demonstrate their ability to market effectively to **high-priority target audiences**, such as **Younger Purpose Pursuers** and **Mature Purpose Pursuers**, as identified in the marketing plan. This ensures that the selected agency is capable of tailoring campaigns to these segments and aligns their strategies with St. Johns County's target demographics.
- **Tourism Trends Considerations:** The solicitation will also require prospective agencies to present a demonstrated understanding of **emerging tourism trends**—such as **wellness tourism** and **slow travel**—that are prioritized by the County. Agencies will need to explain how they will utilize these trends in their proposed campaigns. In addition, the prospective agency must show experience in both **qualitative and quantitative research**. This expertise is critical, as they will be required to conduct research to test future campaigns and audiences. Understanding audience perception and campaign impact will allow us to optimize our strategies and ensure that our messaging resonates effectively with our target markets.
- **Evaluation Criteria Enhancements:** We will incorporate a weighted scoring matrix that evaluates agencies based on their ability to integrate **data-driven marketing**, **full-funnel campaign approaches**, and **cross-channel coordination**, as outlined in the FY2025 Marketing Plan. Agencies that demonstrate a clear capacity for data-backed planning and execution will score higher in the evaluation process.



Ripley's Red Train Tours

Conclusion

Our structured approach to the solicitation process, combined with industry best practices and proven methodologies, positions us as the ideal partner for St. Johns County in executing this task. We are committed to delivering a comprehensive and effective solicitation that attracts top-tier marketing agencies, ensuring alignment with the County's tourism objectives and the County's purchasing guidelines, while facilitating a transparent and efficient selection process.

Approach and Methodology

Task 2: Coordination of Marketing Efforts with a Tourism Promotions Working Group

1. Regular Monthly Meetings and Stakeholder Engagement

- a. **Proven Coordination Process:** Our team has successfully managed similar engagements with diverse tourism, governmental, and community stakeholder groups in our ongoing work as the St. Johns County Visitors and Convention Bureau (VCB). For this task, we will meet monthly with the Tourism Promotions Working Group, which includes representatives from key tourism support agencies and local governments. We have a demonstrated track record of fostering productive collaboration in similar settings, ensuring alignment between St. Johns County tourism promotion and marketing strategies and broader community goals.
- b. **Structured and Transparent Updates:** In each monthly meeting, we will facilitate discussion and seek feedback through providing comprehensive updates on ongoing promotional and marketing efforts, campaign performance, and key metrics, offering transparency and actionable insights to all members of the Working Group. Our current experience in providing detailed reporting, like our monthly updates for ongoing tourism initiatives, will ensure that these meetings and updates are productive, inclusive, and meet the highest standards of clarity and relevance for all participants.
- c. **Collaborative Feedback Mechanism:** We will actively solicit and incorporate feedback from the Working Group on upcoming initiatives. By integrating their input into our marketing strategies, we ensure that all stakeholders feel heard, and that the promotional and marketing efforts reflect the collective vision of the community. Our success in previous collaborations, such as coordinating with St. Johns County Cultural Events (The Amp/Ponte Vedra Concert Hall), St. Johns County Chamber of Commerce, St. Johns Cultural Council, National Parks Service, and an array of local tourism businesses, demonstrates our ability to balance multiple perspectives effectively.

2. Development of the Annual Destination Marketing Plan

- a. **Experience-Driven Planning:** Drawing on our extensive experience developing tourism marketing strategies, we will create a comprehensive annual destination Marketing Plan with input from the Tourism Promotions Working Group and the VCB Board of Directors. The VCB also hosts and facilitates two Tourism Advisory Workshops each February in St. Augustine and in Ponte Vedra Beach to obtain tourism feedback and recommendations from tourism and

arts, culture and heritage businesses for the upcoming Marketing Plan. These workshops are also open to the public. The Marketing Plan will leverage our understanding of the region and its businesses, gained through years of managing destination marketing for St. Johns County, and incorporates best practices from our past marketing campaigns, which have consistently delivered strong results.

Incorporating Tools and Techniques

To ensure that our media strategies are data-driven and optimized for success, we leverage a variety of industry-leading tools and techniques to **analyze target markets** and **refine our campaigns**. Using platforms like **Google Analytics**, **MRI**, **Kantar Media**, and **Nielsen**, we gain insights into audience behavior and preferences, allowing us to identify **high-value target audiences** and craft more effective marketing messages.

Additionally, tools like **Google Tag Manager** and **Sizmek** are utilized to **execute, track, and optimize** our campaigns across digital platforms, ensuring we maintain high levels of **engagement and performance** while making data-driven adjustments in real time.

These tools enable us to take an integrated approach to both audience analysis and campaign optimization, ensuring every marketing initiative is effectively targeted and impactful.

Targeting & Market Analysis



Execute & Optimize



- b. **Integrated and Targeted Approach:** The Marketing Plan will include a mix of traditional media, digital channels, optimized to target high-value visitors. We will draw from our deep knowledge of media buying and campaign management, which has helped previous

campaigns generate millions of impressions and significantly increased visitor spending in the region.

- c. **Multi-Agency Coordination:** Our Marketing Plan will align the diverse interests of the Visitors and Convention Bureau, Cultural Council, Chamber of Commerce, St. Johns County Cultural Events (The Amp/Ponte Vedra Concert Hall), St. Johns County government and City of St. Augustine and St. Augustine Beach governments. We have a strong track record of navigating such multi-agency environments, having successfully executed similar strategies that balance tourism promotion with community interests, as seen in the VCB's long-term destination marketing management work.

3. Presentation and Revision of the Marketing Plan

- a. **Clear and Actionable Presentation to the TDC:** Our experience presenting to key tourism stakeholders, such as the Tourist Development Council (TDC), ensures that we will deliver a compelling, data-driven presentation of the Marketing Plan during the regularly scheduled June meeting each year, which we do. We will highlight how the Plan's objectives align with the County's tourism growth goals, demonstrating its potential to drive significant results.
- b. **Flexible and Responsive Revisions:** In the event that the TDC provides feedback or requests revisions, our team will quickly make the necessary adjustments. We are well-versed in revising complex plans based on stakeholder input and will ensure that the updated version is ready for approval at the subsequent TDC meeting.

4. Proven Success in Similar Work

- a. **Track Record of Excellence:** Our team's extensive experience managing destination marketing efforts for St. Johns County ensures that we are equipped to execute this task with precision and effectiveness. We have successfully coordinated multi-agency efforts in the past, resulting in increased tourist traffic and revenue for the county. Our recent campaigns have directly contributed to record-breaking Tourist Development Tax (TDT) collections, showcasing our ability to drive measurable results.

Visualizing Our Success

The following chart provides a visual representation of the **record-breaking results** achieved through our recent destination marketing campaigns. These outcomes, including increased **Tourist Development Tax (TDT) collections** and rising visitor numbers, highlight the effectiveness of our strategic approach and our commitment to delivering measurable economic impact for St. Johns County.

↑ 5% Visitation YOY

↑ 7.5% Revenue

↑ Exceeded national daily rate averages by \$60



VISITATION DATA			
MARKETING PERFORMANCE		VISITATION PERFORMANCE	
Total Investment \$676,658 (Custom Range: \$421,499) +60.84% (\$255,159)	Digital Investment \$676,658 (Custom Range: \$421,499) +60.54% (\$255,159)	Total Room Nights Booked (Demand) 468,689 (Custom Range: 460,827) +1.71% (7,862)	Total Available Rooms (Supply) 740,630 (Custom Range: 721,390) +2.67% (19,240)
Room Revenue per Ad Spend \$131.01 (Custom Range: \$214.62) +38.96% (\$92.81)	Room Nights per Ad Spend 0.7 (Custom Range: 1.51) +39.69% (4.4)	Room Revenue \$88,646,486 (Custom Range: \$90,460,663) +2.01% (\$-1,814,177)	Occupancy % 63.3 % (Custom Range: 61.9 %) +4.84% (1.4 %)
Total Impressions 62,600,350 (Custom Range: 42,783,578) +46.32% (19,816,772)	Digital Impressions 62,600,350 (Custom Range: 42,783,578) +46.32% (19,816,772)	RevPer (Revenue per Available Room) \$119.69 (Custom Range: \$125.40) +4.86% (\$-5.71)	ADR (Revenue per Room Night) \$189.14 (Custom Range: \$194.80) +3.65% (\$-5.66)
Weighted Engagement Rate 1.04 % (Custom Range: 1.03 %) +0.24% (0.01 %)	Clicks 578,063 (Custom Range: 351,879) +64.29% (226,184)		

Enhanced Coordination of Marketing Efforts

To ensure that our efforts align seamlessly with the County’s tourism goals, our coordination strategy with the Tourism Promotions Working Group will incorporate insights from the **FY2025 Marketing Plan**. We will leverage the identified **Tourism Travel Trends** and **Target Audiences** to guide collaborative planning and decision-making.

- **Tailored Audience Approach:** The plan’s focus on **cultural experiences, wellness tourism, music, culinary, eco-tourism, and slow travel** will be central to shaping our marketing initiatives. We will ensure that promotional campaigns target the County’s high-potential audience segments, including **Younger Purpose Pursuers, Mature Purpose Pursuers, and Hispanic and African American Travelers**. By considering these audience personas, our monthly stakeholder engagement meetings will result in refined strategies aimed at maximizing outreach and engagement.
- **Stakeholder Engagement:** The Working Group’s input will help refine the marketing initiatives, ensuring that our actions are informed by the community’s collective insights and experiences. Our structured approach will make use of travel trend analysis, such as the increased focus on **wellness, culinary, music, eco-tourism cultural travel**, to ensure our marketing activities resonate with our target audiences.
- The below target audience personas clearly depict the demographics and psychographics of our current campaign:

Mature Purpose Pursuers



Lynne & John

60 NEW YORK **\$125K+**

MARRIED/EMPTY NESTERS AUTHENTICITY YOUTH ROMANCE FULFILLMENT

  
50% BY CAR (\$200) **45%** BY PLANE (\$600)

7 NIGHTS / PER TRIP PORTE VEDRA INN & CLUB SAN SEBASTIAN WINERY SAWGRASS SPA

Younger Purpose Pursuers



Sarah & Mike

35 ATLANTA \$100K+

MARRIED TWO CHILDREN AUTHENTICITY HAVING FUN & ADVENTURE LEARNING & AMBITION ROMANCE

54% BY CAR (LAB) 49% BY PLANE (170)



3 TRIPS/YEAR ST. AUGUSTINE DISTILLERY PIRATE & TREASURE MUSEUM GTM RESEARCH RESERVE

Conclusion

Our extensive experience in destination tourism marketing, multi-stakeholder coordination, and results-driven strategy development positions us as the ideal partner for St. Johns County in executing this task. We are committed to delivering a comprehensive and impactful destination marketing plan that meets the County’s objectives while ensuring collaboration and stakeholder engagement.

Approach and Methodology

Task 3: Attend Tourism Related Meetings

1. Attendance at Monthly TDC Meetings

- a. **Consistent Representation and Preparedness:** Our team has extensive experience attending and participating in high-level tourism meetings, such as the Tourist Development Council (TDC) sessions. We will ensure attendance at all regularly scheduled TDC meetings, typically held on the third Monday of the month. Given our prior involvement with similar meetings in St. Johns County, we are fully prepared to give brief marketing updates if requested. Our previous success in presenting marketing results in concise, five-minute updates ensure that the information provided will be clear, actionable, and relevant.
- b. **Marketing Insights on Request:** Our team excels at presenting key insights and developments from ongoing tourism campaigns. Whether summarizing performance metrics, outlining progress in destination marketing, or providing forward-looking insights, we will tailor each update to meet the County’s needs and focus on aligning our efforts with their

strategic tourism goals. Our deep familiarity with the tourism landscape and tourism community in St. Johns County gives us the advantage of delivering focused, impactful updates that resonate with the TDC.

2. Marketing Status Updates

- a. **Scheduled Presentations:** We will present a comprehensive marketing status update at up to two regularly scheduled TDC meetings per fiscal year. Our experience in delivering such reports ensures that the 20-minute presentation will provide detailed insights into campaign performance, key metrics, and future strategies. Drawing from our extensive history of campaign management and reporting for the County, we will highlight how the ongoing efforts are driving tangible results, such as increased Tourist Development Tax (TDT) collections, higher visitor traffic, and positive economic impact.
- b. **Engaging and Data-Driven Reports:** Each report will be backed by real-time data, such as audience engagement, media performance, and return on investment (ROI) metrics, to ensure that the TDC is fully informed about the effectiveness of the County's marketing efforts. We will also be prepared to answer any questions from the TDC members and adjust our strategies based on their feedback.

3. Availability for Meetings with County Officers and Staff

- a. **Responsive Engagement:** Our team is committed to being responsive and available for meetings with County officers and staff regarding tourism initiatives as needed. With our history of collaborating with various County departments and tourism stakeholders, we understand the importance of timely communication and strategic alignment. We will ensure that, with at least two business days' notice, key members of our team are available to discuss ongoing or emerging tourism issues, providing strategic input or updates as needed. In addition, we have a proven record of always being available for, and immediately responsive to texts, phone calls or email requests from County Officers and Staff. Our focus and commitment are to serve and meet the County tourism needs 24/7/365.
- b. **Experienced Team and Flexibility:** Our ability to engage in quick-turnaround meetings with local officials is supported by our deep-rooted expertise in tourism marketing. Our team is adept at providing quick, insightful feedback and recommendations on tourism-related topics, ensuring that all discussions are productive and forward-looking. This flexibility and readiness have been demonstrated in our ongoing work with tourism organizations and government agencies across St. Johns County.

Conclusion

Our team's extensive experience in, and attendance at, tourism-related meetings and our proven ability to provide insightful, concise updates position us to meet all of the requirements in this task. We are committed to continuing to maintain our strong, collaborative relationships with the TDC, County, and City officials, ensuring that our marketing efforts align with the County's tourism growth objectives while delivering measurable results.

Approach and Methodology

Task 4: Management and Implementation of Tourism Destination Marketing

1. Development of Creative Concept

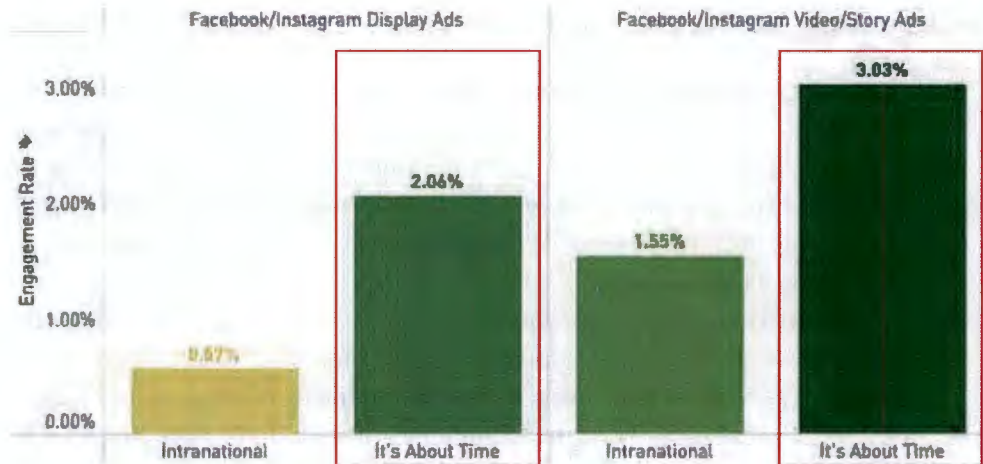
- a. **Guiding Creative Development:** Drawing from our extensive experience in tourism marketing, we will lead the creative development of advertising programs across various media platforms, including television, streaming, digital, print, social, radio and audio. Our decades of such past work for St. Johns County have demonstrated our ability to create compelling, destination-focused campaigns that resonate with state, national, and international audiences.
- b. **Collaborative Input and Approval:** We will work closely with the procured sub-consultant and the Tourism Promotions Working Group to ensure all creative concepts are aligned with the County's tourism objectives. By integrating the feedback from key stakeholders, we will develop creative campaigns that communicate the unique attributes of all of St. Johns County, driving high-value tourism growth and increasing its economic impact.
- c. **State, National, and International Focus:** Our expertise in managing large-scale marketing initiatives ensures that campaigns will be strategically crafted for different levels of reach. We will oversee the creative process to ensure that campaigns are tailored to target markets, addressing cultural and regional preferences while maintaining brand consistency across all platforms.

Campaign Engagement Performance

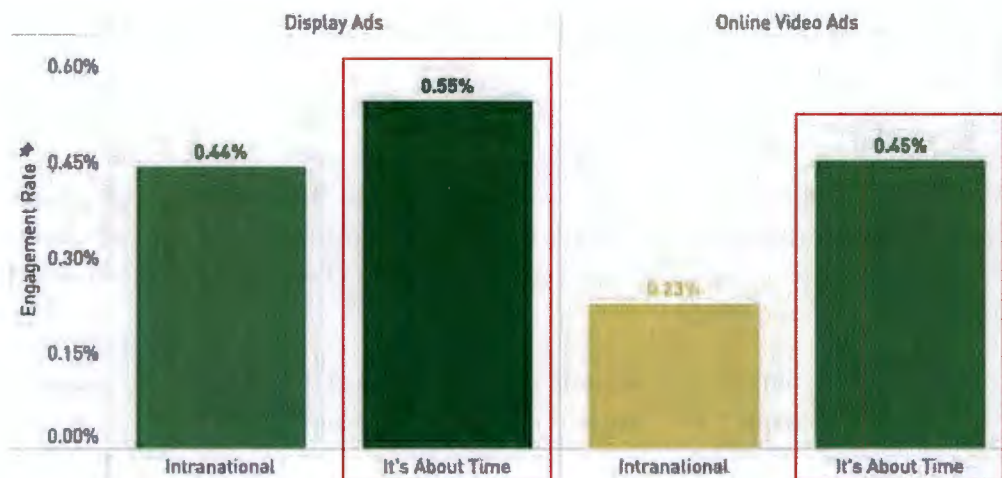
The following visuals illustrate the **engagement performance** of our creative advertising efforts across various digital platforms. Our **paid social ads on Meta** demonstrated significantly higher engagement compared to traditional banner ads, while **display banners** and **online video** showed notable improvements over previous campaigns.

These results highlight our ability to **optimize creative content** to effectively capture audience interest and drive impactful engagement, ensuring each campaign delivers maximum value.

Paid Social Ads on Meta had over 3x's the Engagement for Banners and 2x's the Engagement for Video/Story Ads



Display Banners had 25% better Engagement and Online Video had twice the Engagement compared to the previous campaign



2. Production/Design Oversight

- a. **Quality Control and Industry Standards:** Our team will provide hands-on guidance and oversight to the sub-contracted marketing firm, ensuring that all advertising and marketing materials meet the highest industry standards. Our long-standing experience in managing the production of tourism collateral, including digital banners, video content, radio scripts, and printed materials such as travel planners and calendars of events, ensure that materials are produced to the highest quality.
- b. **Detailed Oversight Responsibilities:** We will ensure that all aspects of production, from talent engagement to the delivery of finished digital files, conform to both County

4. Negotiation and Contracting

- a. **Securing Added Value:** We will ensure the selected marketing agency will negotiate with advertising media and suppliers to obtain the most advantageous rates and added-value elements, such as additional ad space, promotional time, advertorials, and online components. As a result, St. Johns County will benefit from additional promotional leverage at no extra cost.
- b. **Monitoring and Reporting:** Throughout the campaign, we will monitor all media placements, ensuring that ads appear in the correct locations, formats, and schedules. We will review and verify proof of placements, such as tear sheets and broadcast logs, and provide these materials at monthly Tourism Promotions Working Group meetings and will also provide these materials to St. Johns County Accounts Payable for invoice processing.

5. Quarterly Reporting and Analytics

- a. **Comprehensive Reporting:** We will develop and provide quarterly reports that outline marketing activity by market and medium, including detailed flowcharts and tables showing campaign performance for both the business-to-consumer (B2C) and business-to-business (B2B) markets. Our reports will track key metrics, such as the number of impressions generated, audience engagement levels, and cost per clicks/views, ensuring full transparency and actionable insights into the effectiveness of the marketing efforts.

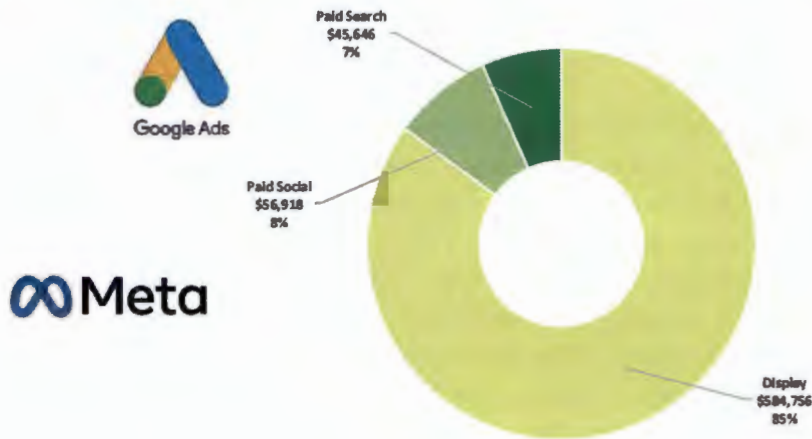
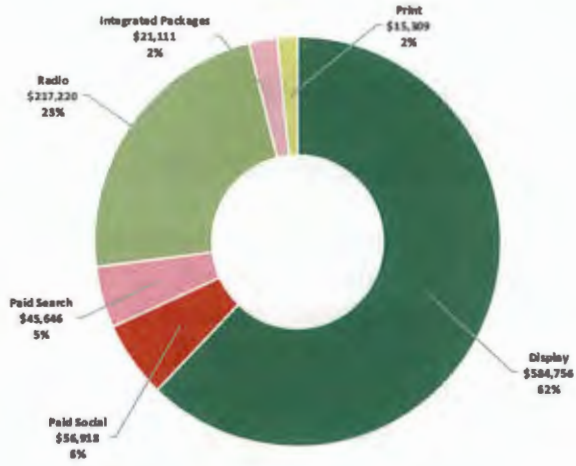
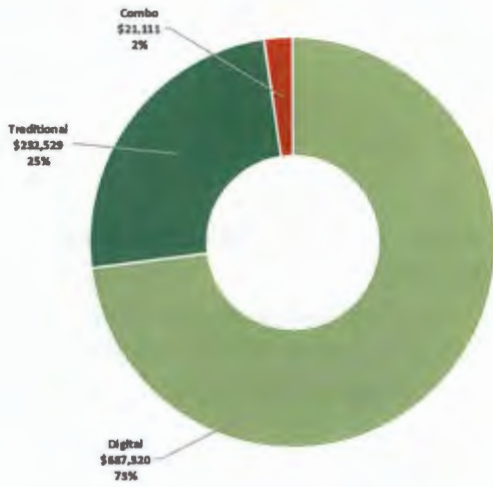
Enhanced Management and Implementation of Marketing

We will use the **Media Strategy & Tactics** from the FY2025 Marketing Plan as a foundation for our creative development, production oversight, and media planning activities.

- **Full-Funnel Media Strategy:** Our media strategy will reflect a **full-funnel approach**, engaging visitors at each stage of their travel planning journey—from awareness to booking. This includes leveraging digital, social media, and traditional print channels to create cohesive campaigns. By focusing on these channels, we will ensure that the selected marketing agency's initiatives connect with the intended audience segments, maximizing exposure and visitor engagement.
- **Multi-Channel Integration:** Campaigns will integrate the use of **digital advertising, social media, paid search, and retargeting** to create awareness, sustain engagement, and drive conversion. By building upon the successful tactics detailed in the marketing plan, we will ensure that efforts effectively address each stage of the customer journey.

ST. AUGUSTINE PONTE VEDRA

FLORIDA'S HISTORIC COAST®



Conclusion

With our proven track record in managing creative development, production oversight, media planning, and campaign optimization, we are well-equipped to lead the successful implementation of St. Johns County's tourism marketing strategy. Our collaborative approach, combined with data-driven insights, will ensure that all marketing efforts contribute to the County's overarching tourism goals.

Approach and Methodology

Task 5: Tracking and Reporting

1. Campaign Effectiveness Tracking

- a. **Comprehensive Performance Tracking:** Leveraging our extensive experience in managing tourism campaigns, we will rigorously track the effectiveness of all advertising and marketing campaigns administered by the sub-contracted firm. We have successfully implemented advanced tracking systems in previous campaigns, providing in-depth insights into key performance indicators (KPIs) such as impressions, engagement, conversion rates, and return on investment (ROI) wherever possible.
- b. **Continuous Optimization:** Our approach includes ongoing monitoring to identify areas where campaign performance may be lagging. If performance measures are not met, we will adjust the campaigns as necessary to optimize results. Our team is skilled in refining media strategies and creative elements to ensure that goals are met and exceeded. We will collaborate closely with the sub-contracted marketing firm to make real-time adjustments, ensuring that each campaign is performing at its peak potential.

2. Monthly Reporting and Performance Improvement Plans

- a. **Detailed Reporting:** Each month, we will provide and review a comprehensive marketing agency report detailing campaign performance data from the previous month. The report will include key metrics such as audience reach, engagement, click-through rates, and ROI. These reports will also outline any performance issues and present improvement plans to address them, ensuring that the campaigns remain on track to meet the County's tourism goals.
- b. **On-Time Delivery:** We will ensure that these reports are submitted to the Tourism Department within the first seven (7) business days of each month, adhering to the required timeline. Our team has a proven track record of delivering timely, actionable reports to stakeholders, ensuring transparency and accountability throughout the marketing process.

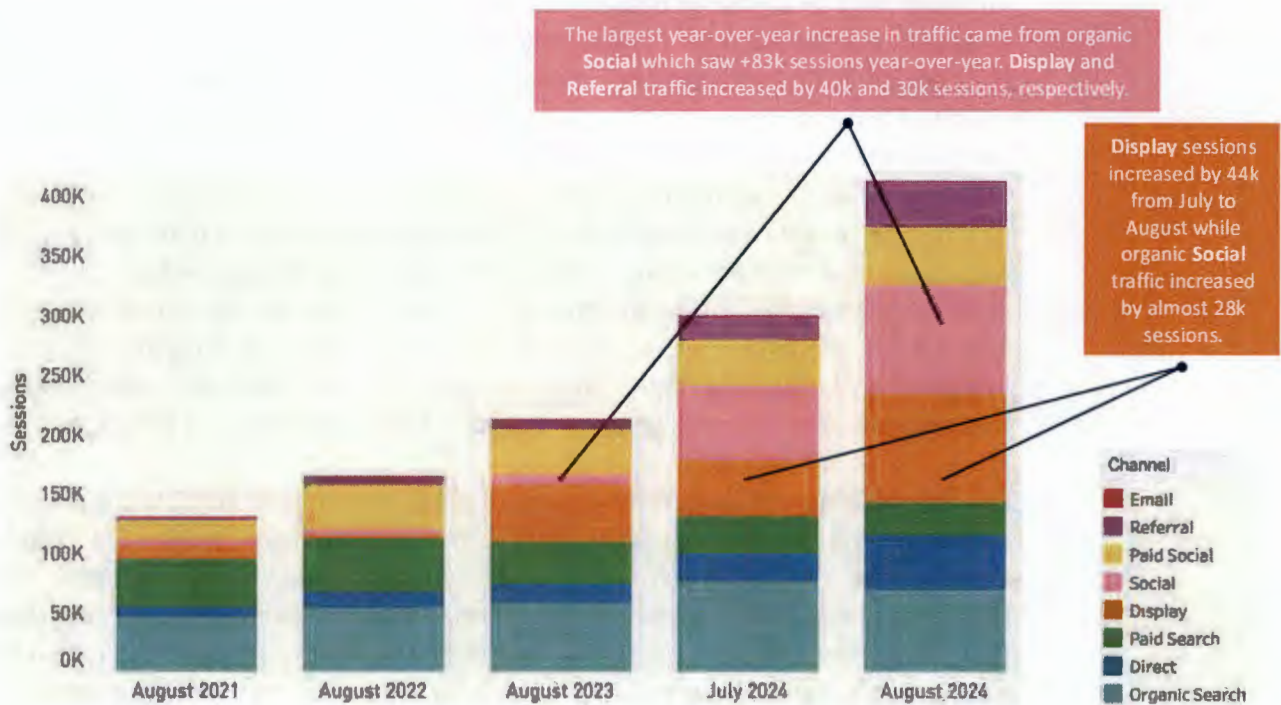
3. Presenting to the Tourism Promotion Working Group and TDC

- a. **Clear and Concise Presentations:** In addition to submitting monthly reports, we will present the tracking and performance data at regularly scheduled meetings with both the Tourism Promotion Working Group and the Tourist Development Council (TDC). Our team has extensive experience presenting performance data in a clear, concise manner, ensuring that key stakeholders are fully informed about the progress and effectiveness of each campaign.
- b. **Action-Oriented Insights:** These presentations will not only cover campaign results but also provide recommendations for adjustments and optimizations where needed. Our goal is to ensure that all stakeholders are aligned on how marketing efforts are performing and how they can be refined to deliver even greater impact.

4. Data Analysis and Strategic Insights

- a. **In-Depth Data Analysis:** We utilize a data-driven approach to identify patterns, trends, and areas of opportunity within our marketing campaigns. Through advanced analytics tools, such as Google Analytics and campaign management dashboards, we will track key performance indicators across all channels and analyze them to uncover insights about audience behavior, campaign effectiveness, and media performance. This allows us to identify what strategies are working and where improvements can be made.
- b. **Application to Future Strategies:** Based on the insights derived from this data analysis, we will adjust current campaigns to optimize performance and develop strategic recommendations for future marketing efforts. These recommendations may include targeting new markets, shifting focus to higher-performing channels, or adjusting creative content to better resonate with the audience. This continuous cycle of analysis and adjustment ensures that each campaign builds upon the success of the last, contributing to long-term growth in tourism for St. Johns County.
- c. **Sharing Insights with Stakeholders:** The insights gathered from our data analysis will be shared with the Tourism Department and the Tourism Promotions Working Group during monthly meetings. We will deliver these insights through clear, visually supported reports that highlight the impact of current marketing efforts and offer actionable recommendations for future strategies. By keeping all stakeholders informed and engaged, we ensure that our marketing efforts remain aligned with the County's evolving objectives and deliver measurable success.





Enhanced Tracking and Reporting

To accurately measure campaign effectiveness, our tracking and reporting strategy will incorporate **Research Resources and Performance Measures** outlined in the marketing plan. We will utilize various data sources, such as **Visitor Profile Surveys, Visa Destination Insights, Economic Impact Studies, and STR Trend Reports**, to analyze campaign success and make informed adjustments.

- **Data-Driven Insights:** Tracking will include key metrics such as visitor engagement, impressions, conversion rates, and visitor spending. We will also leverage **Key Data Reports** on vacation rentals to understand traveler behavior and adapt our strategies accordingly. These metrics will allow us to identify emerging trends and adjust campaign elements to ensure their continued relevance and impact.
- **Monthly and Quarterly Reporting:** Reports will clearly demonstrate campaign effectiveness and provide actionable recommendations based on data. We will use insights from past reports to predict trends and refine marketing strategies. The use of **Key Performance Indicators (KPIs)** will ensure that our efforts are both measurable and aligned with the County's goals.



Conclusion

Our detailed approach to tracking, reporting, and data analysis ensures that each marketing campaign is optimized for success. By continuously analyzing data and sharing actionable insights, we help shape future marketing strategies that align with St. Johns County's tourism goals, delivering sustained impact and value.

Approach and Methodology

Task 6: Account Management

1. Custody of Digital Assets

- Secure Asset Management:** Our team will retain custody of all digital copies and original artwork belonging to St. Johns County. We will implement secure digital asset management systems (DAMS) to store, catalog, and track these assets. This system ensures easy retrieval and sharing of assets when requested by the County or Tourism Promotions Working Group, while maintaining a complete audit trail of asset usage.

2. Account Service and Consultation

- a. **Proactive Account Management:** Our account managers will be in regular contact with the County, ensuring timely updates on all project milestones and deliverables. We will schedule weekly check-ins to track progress and address any questions or changes needed. Our account managers have extensive experience in managing complex tourism projects and ensuring that all tasks are completed on time and within scope. Through our proactive communication, we will maintain strong relationships and ensure alignment between our team and the County's tourism objectives.

3. Internal Procedures for Quality Control

- a. **Multi-Level Quality Assurance Process:** To ensure the highest quality of deliverables, we have implemented a multi-level quality control process. All project deliverables, whether they are creative materials, media buys, or subcontractor work—undergo a three-step review process:
 - i. **Internal Review:** Each project deliverable is first reviewed by the internal project team, focusing on ensuring accuracy, adherence to project guidelines, and alignment with the County's brand standards.
 - ii. **Team Lead Review:** After passing the internal review, the deliverable is submitted to the team lead, who conducts a second review for quality assurance. The team lead checks for any inconsistencies or errors that may have been overlooked in the initial review.
 - iii. **Final Approval:** Finally, the deliverable is reviewed by the account manager and, if necessary, by key stakeholders in the County's Tourism Department before it is shared for official approval. This multi-tiered approach ensures that all work is thoroughly vetted before delivery, minimizing errors and ensuring the highest standards of quality are met.
- b. **Feedback Loops:** Post-delivery, we incorporate a feedback loop to track and analyze client feedback, adjusting where needed to continually improve future outputs. We conduct regular internal quality control audits to review past projects and implement lessons learned for continuous improvement.

4. Budget Control and Oversight

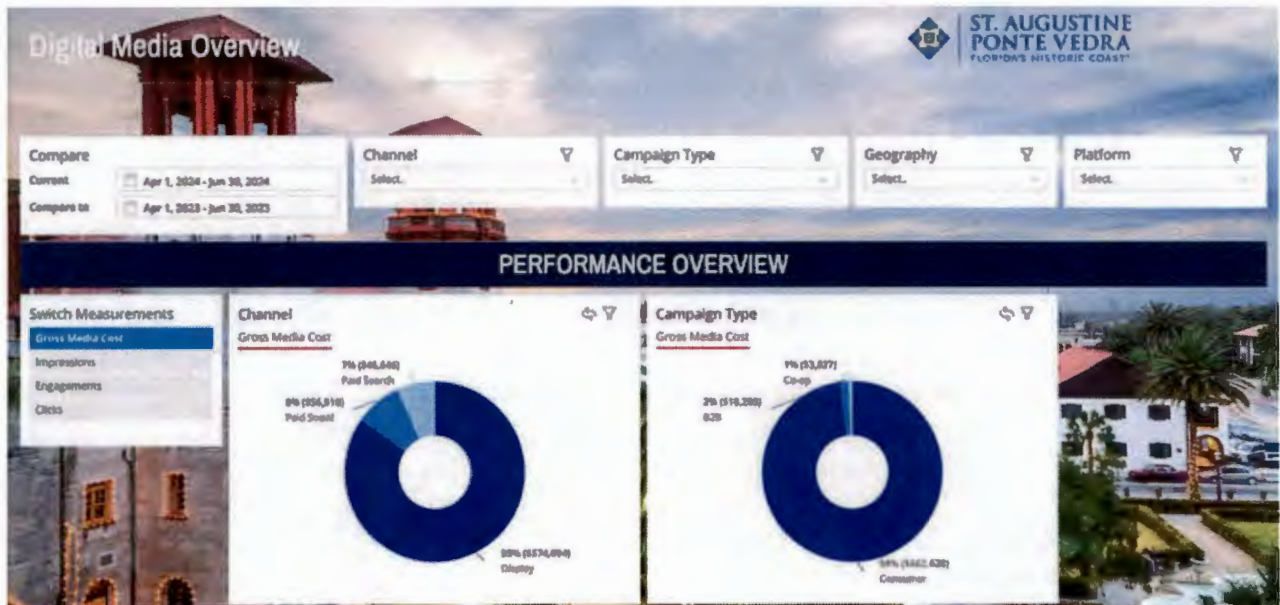
- a. **Comprehensive Budget Monitoring:** We maintain strict budget oversight, requiring our marketing agency to utilize a centralized project management system, such as **Monday.com** or **Trello**, integrated with accounting software like **QuickBooks** to track project budgets in real-time. This system allows us to continuously monitor project expenses and forecast costs, ensuring that we stay within the allocated budget.
- b. **Expense Auditing and Control:** All expenses, including media buys, subcontractor fees, production costs, and services, are audited by our finance team before being approved. We have implemented a standardized process for expense verification that includes:
 - i. **Double-Check Verification:** All invoices and expenses are cross-referenced with project budgets and contracts to ensure accuracy before they are processed for

payment. Our finance team reviews each expense twice to verify that it is justified and falls within the pre-approved budget range.

- ii. **Internal Approval Chain:** Expenses must pass through an internal approval chain before payment, which includes the project manager, finance manager, and account lead. This process ensures that there are multiple layers of scrutiny on every expense, reducing the risk of overspending or budget discrepancies.
- c. **Regular Financial Reporting:** Our VCB team will provide the County with detailed monthly budget spreadsheets that break down all project-related expenses. These reports will highlight actual spending versus budget forecasts, identify any potential cost overruns, and provide insights into cost-saving opportunities. We have a strong track record of maintaining transparency and accountability in financial reporting, ensuring the County remains fully informed of all financial activities related to tourism marketing initiatives.

Financial Performance and Media Engagement Insights

The following visuals provide an overview of the **financial performance** and **media engagement metrics** associated with our tourism marketing initiatives. The **Performance Overview** pie chart highlights the allocation of project-related expenses, ensuring transparency and accountability in financial reporting. Additionally, the media cost and engagement data visual illustrates the **effectiveness of our media buys**, showcasing how strategic spending translates into increased engagement and value for St. Johns County.





5. Procurement and Management of Sub-Contractors

- a. **Effective Sub-Contractor Management:** The VCB will handle the procurement and management of all sub-contractors, including those for photography, videography, research, and printing services. Our internal processes for subcontractor management include:
 - i. **Selection Criteria:** Sub-contractors are selected based on their expertise, past performance, and alignment with the County's tourism objectives. We conduct thorough vetting, including reviewing past work, references, and competitive pricing.
 - ii. **Performance Monitoring:** Once sub-contractors are engaged, we monitor their performance closely throughout the project lifecycle. Deliverables are reviewed against predefined quality benchmarks to ensure that they meet the County's and the VCB's standards.
 - iii. **Budget Alignment:** We maintain budget alignment with all subcontractors through clear contracts that specify payment schedules and deliverables. We monitor payments to subcontractors to ensure they are in line with performance and project completion.

6. Main Point of Contact

Designated Account Liaison: Susan Phillips, VCB President/CEO, will be our designated account liaison for this contract. This account lead will be responsible for maintaining communication between the County and our team, ensuring that any questions, updates, or requests are addressed promptly. The account lead will work closely with the County to ensure that all projects are executed according to the approved timeline, budget, and objectives.

Enhanced Account Management

Effective account management will be enhanced by leveraging key components from the FY2025 Marketing Plan, focusing on quality, oversight, and strategic alignment:

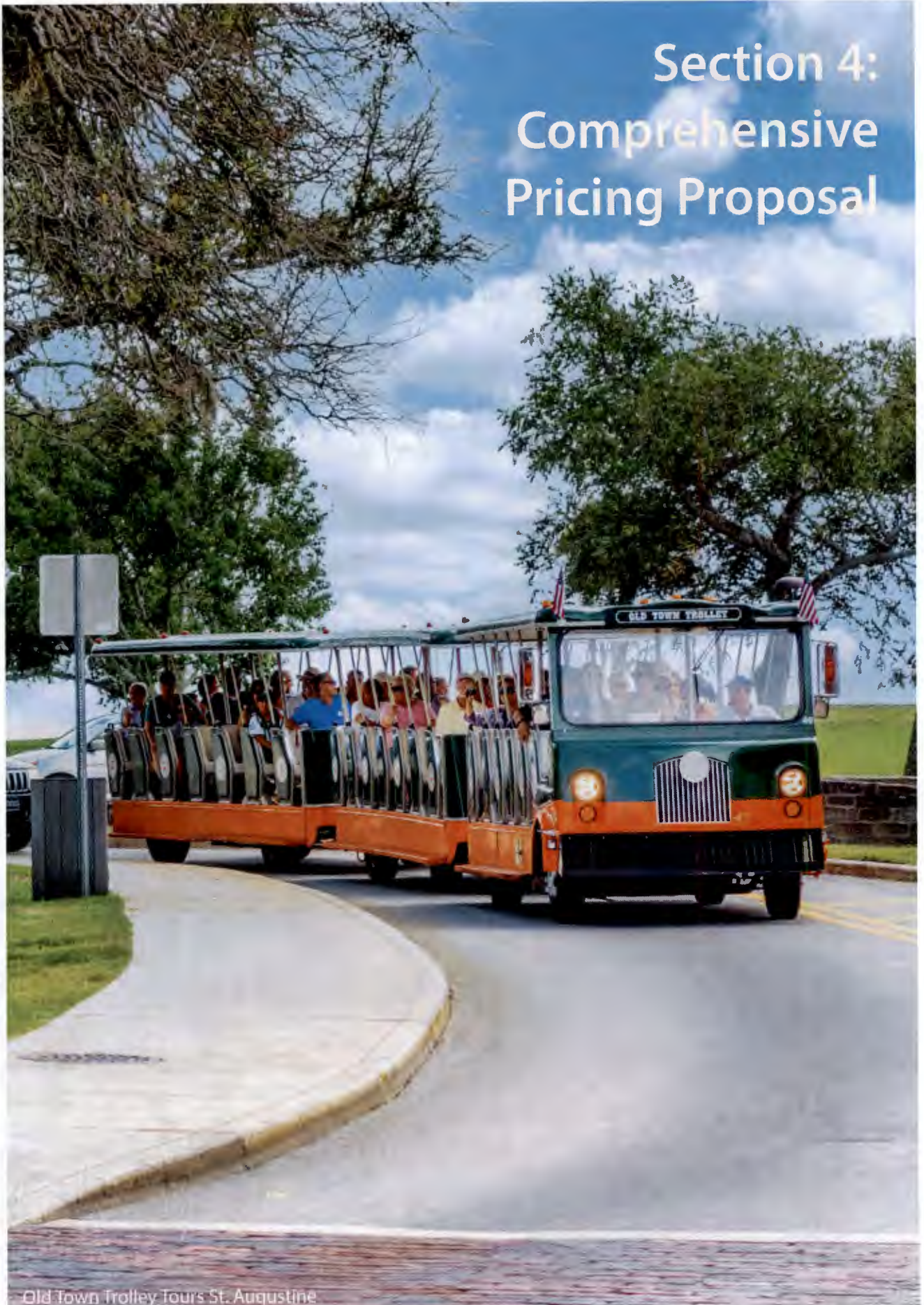
- **Custody of Digital Assets with Strategic Alignment:** We will manage all digital assets to ensure consistent branding and alignment with the County's **destination brand strategy**. This includes ensuring that all marketing collateral and digital content adhere to the guidelines set out in the FY2025 Marketing Plan, thereby ensuring a unified message across all channels and campaigns.
- **Data-Driven Account Management:** The plan places strong emphasis on using research data to inform decisions. To enhance our account management, we will integrate **Key Performance Indicators (KPIs)** from the marketing plan, such as **visitor engagement metrics** and **economic impact data**, into our regular oversight. This ensures that all activities we manage are tied to measurable goals, and that we continuously evaluate our performance against these KPIs to ensure ongoing alignment with County objectives.
- **Multi-Level Quality Control Inspired by Brand Consistency:** As outlined in the FY2025 Marketing Plan, maintaining a consistent brand image across various channels is essential. We will ensure that all creative outputs, media, and campaign materials pass through a multi-level quality control process that includes brand consistency checks. Each piece of collateral will be reviewed for adherence to **messaging guidelines** and **target audience appropriateness**.

Conclusion

Our detailed internal processes for quality control and budget oversight reflect our commitment to excellence in project management. By implementing multi-level quality assurance checks, strict budget monitoring, and proactive communication, we ensure that all marketing efforts for St. Johns County are executed to the highest standard while maintaining full financial accountability.



Section 4: Comprehensive Pricing Proposal



Old Town Trolley Tours St. Augustine

The VCB commits to maintaining a flat pricing model for the remainder of the five-year contract, providing stability in financial planning for the County. The efficiencies gained through standardized internal workflows and an optimized onboarding process after Year 1 allow us to achieve predictable outcomes without cost escalation. This approach ensures value for the County while delivering exceptional tourism marketing services.

Task 1: Comprehensive Search and Solicitation of a Sub-Contracted Professional Marketing Agency

To ensure the selection of a highly capable marketing agency, we will conduct a comprehensive search and solicitation process. This includes broadcasting the solicitation on both national and international platforms to attract a wide pool of qualified candidates. Our structured evaluation process will focus on finding the agency that offers the best alignment with the County's strategic goals for destination marketing. Furthermore, we will facilitate the onboarding process to ensure the selected agency integrates seamlessly with our existing structures, enhancing efficiency and results from the outset.

We believe that a robust onboarding process is crucial to ensuring the selected agency fully understands the unique aspects of St. Johns County's tourism landscape. Our comprehensive onboarding includes an immersion tour across the County to introduce key personnel to tourism partners, local stakeholders, and regional attractions. This ensures immediate high-quality outcomes and allows for strategic alignment from the start.

Task 2: Coordination of Marketing Efforts with a Tourism Promotions Working Group

Our coordination efforts with the Tourism Promotions Working Group will prioritize open communication, stakeholder alignment, and consistency. Monthly meetings with the working group will allow us to gather feedback, make informed adjustments, and ensure the ongoing alignment of marketing strategies. By collaborating with industry experts and stakeholders, we will develop an Annual Destination Marketing Plan that is responsive to local needs while meeting broader tourism goals. The active collaboration during each phase of planning, revision, and presentation ensures every stakeholder's voice is heard, making the overall strategy robust and comprehensive.

Task 3: Attendance at Tourism Related Meetings

Effective communication with County officers and stakeholders is a core element of our strategy. Our participation in all regularly scheduled Tourism Development Council (TDC) meetings allows us to provide timely and relevant updates on marketing initiatives. In addition, our team remains on call to meet with County officials, reinforcing our commitment to consistent communication. This regular engagement helps ensure transparency and fosters collaborative problem-solving to address challenges or leverage opportunities in tourism marketing.

Task 4: Management and Implementation of Tourism Destination Marketing

The management and implementation of the County's tourism destination marketing strategy are driven by data, creativity, and collaboration. We will lead the creative development process, working in close coordination with the selected marketing agency to develop compelling campaigns that resonate with both domestic and international audiences. Our approach will leverage integrated media planning and buying, ensuring that the County's message reaches key audiences through the most effective channels. This comprehensive approach to management ensures campaigns are consistently aligned with the County's goals, maximizing the overall impact of destination marketing.

Task 5: Tracking and Reporting

Tracking the effectiveness of advertising and marketing campaigns is key to optimizing efforts. Our robust tracking and reporting system allows us to gather valuable insights, evaluate ROI, and implement performance improvement strategies. We provide detailed monthly reports to the TDC and Tourism Promotion Working Group, ensuring transparency and accountability in every aspect of our work. This structured process allows us to identify what's working well and where adjustments can be made to maximize the return on investment.

Task 6: Account Management

Our account management strategy is focused on maintaining transparency, ensuring compliance, and delivering high-quality service. We will be responsible for the storage and custody of digital copies and original artwork, as well as ensuring all invoices are processed according to County requirements. Monthly budget spreadsheets will be provided, detailing all billing activities. The proactive management of these processes will ensure budget control, minimize discrepancies, and provide a clear audit trail for all financial activities. Our hands-on approach in managing procurement and sub-contractors further guarantees a seamless execution of projects in alignment with the County's expectations.

		Year 1	Year 2	Year 3	Year 4	Year 5	Total Five Year Cost
Task 1	Comprehensive Search and Solicitation of a Sub-Contracted Professional Marketing Agency	\$ 12,500.00	\$ -	\$ -	\$ -	\$ -	\$ 12,500.00
	Develop and Submit Solicitation for Marketing Agency Sub-Contract						
	Broadcast solicitation at national and international level						
	Submission of all submitted proposals to Tourism Department						
	Evaluation of Proposals and Selection of Proposer with the Best Proposal to Perform the Scope						
	Negotiation and Drafting of Sub-Contract						
	Providing draft copy of Sub-Contract to County for review						
	Onboarding and destination immersion for Sub-Contracted Professional Marketing Agency						
Task 2	Coordination of Marketing Efforts with a Tourism Promotions Working Group	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 24,900.00
	Meet Monthly with Tourism Promotions Working Group						
	Develop Annual Destination Marketing Plan						
	Present Annual Destination Marketing Plan at June TDC meeting						
	If needed, revisions to Annual Destination Marketing Plan						
	If needed, presentation of revised Annual Destination Marketing Plan to TDC						
Task 3	Attend Tourism Related Meetings	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 24,900.00
	All regularly scheduled TDC meetings - Brief Marketing Update						
	Up to Two regularly scheduled TDC Meetings - Marketing Status Update						
	On call meetings with County Officers and Staff						
Task 4	Management and Implementation of Tourism Destination Marketing	\$ 44,820.00	\$ 44,820.00	\$ 44,820.00	\$ 44,820.00	\$ 44,820.00	\$ 224,100.00
	Development of Creative Concept						
	Production/Design						
	Media Planning and Buying						
Task 5	Tracking and Reporting	\$ 14,940.00	\$ 14,940.00	\$ 14,940.00	\$ 14,940.00	\$ 14,940.00	\$ 74,700.00
	Effectiveness of Advertising and Marketing Campaigns; including ROI						
	Monthly Reporting of Tracked Data and Associated Performance Improvement Plans						
	Presentation of Tracking Reports to Tourism Promotion Working Group and TDC						
Task 6	Account Management	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00	\$ 24,900.00
	Storage and custody of digital copies and original artwork						
	Account Service, Consultation, and Regular Contact to Ensure Completion of Projects						
	Internal procedures which ensure budget control; auditing invoices, processing						
	Providing monthly budget spreadsheets detailing all billing						
	Handling procurement and management of Sub-contractor						
	Total Annual Marketing Management Services Costs	\$ 87,200.00	\$ 74,700.00	\$ 74,700.00	\$ 74,700.00	\$ 74,700.00	\$ 386,000.00
	Percent of Total Attributed to Task 1	14.3%	0.0%	0.0%	0.0%	0.0%	
	Percent of Total Attributed to Task 2	5.7%	6.7%	6.7%	6.7%	6.7%	
	Percent of Total Attributed to Task 3	5.7%	6.7%	6.7%	6.7%	6.7%	
	Percent of Total Attributed to Task 4	51.4%	60.0%	60.0%	60.0%	60.0%	
	Percent of Total Attributed to Task 5	17.1%	20.0%	20.0%	20.0%	20.0%	
	Percent of Total Attributed to Task 6	5.7%	6.7%	6.7%	6.7%	6.7%	
	Total Annual Marketing Agency Expenses	\$ 4,412,800.00	\$ 4,425,300.00	\$ 4,425,300.00	\$ 4,425,300.00	\$ 4,425,300.00	\$ 22,114,000.00
	Total Annual Budget Per RFP 1976	\$ 4,500,000.00	\$ 4,500,000.00	\$ 4,500,000.00	\$ 4,500,000.00	\$ 4,500,000.00	\$ 22,500,000.00
	The VCB would not request consideration of an annual increase to be considered after the first year of the awarded Contract.						
	After the first year which has additional costs for advertising agency procurement and onboarding that total \$12,500, the VCB intends for the total annual cost to remain flat for the remaining four (4) years of the 5 year contract term at \$74,700 annually. The total 5 year contract term will be \$386,000.						

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Section 5: Administrative Information



RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

ATTACHMENT "A"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF St. Johns County Visitors and Convention Bureau, Inc. (Proposer) being of lawful age and being duly sworn I, Susan Phillips (Affiant) as President/CEO (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

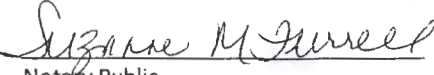
The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of 16 October, 2024.


Signature of Affiant

STATE OF Florida

COUNTY OF ST. Johns

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of October, 2024, by Affiant, who is personally known to me or has produced _____ as identification.


Notary Public
My Commission Expires: 10/16/2024



SUZANNE M. FERRELL
Notary Public
State of Florida
Comm# HH294285
Expires 10/16/2026

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

ATTACHMENT "B"
PROPOSAL AFFIDAVIT

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Proposer shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, Susan Phillips (Affiant) who, being duly sworn, deposes and says he/she is President/CEO (Title) of St. Johns County Visitors and Convention Bureau, Inc. (Proposer) submitting the attached proposal for the services covered by the RFP documents for RFP 1976; Destination Marketing Management Services .


The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such Proposer has no financial interest in the firm of another Proposer for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

St. Johns County Visitors and Convention Bureau, Inc.
(Proposer Firm)
By Susan Phillips
(Affiant Signature)
Susan Phillips, President/CEO
(Printed Name & Title)
October 16, 2024
Date of Signature

STATE OF Florida
COUNTY OF St. Johns

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of October, 2024, by Affiant, who is personally known to me or has produced _____ as identification.

Suzanne M Ferrell
Notary Public
My Commission Expires: 10/16/2026

 SUZANNE M. FERRELL
Notary Public
State of Florida
Comm# HH294285
Expires 10/16/2026

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

ATTACHMENT "C"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Consultant's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultant are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultant, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Proposer has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Full Legal Name of Proposer: Susan Phillips

Authorized Representative(s):  Susan Phillips, President/CEO 10/16/2024
Signature Print Name/Title

Signature Print Name/Title

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

ATTACHMENT "D"
DRUG-FREE WORKPLACE FORM

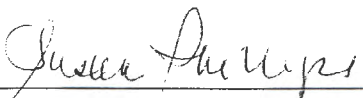
The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

St. Johns County Visitors and Convention Bureau, Inc. does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Proposal a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Signature

October 16, 2024

Date

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

ATTACHMENT "E"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF St. Johns

I, Susan Phillips (Affiant), being duly authorized by and on behalf of St. Johns County Visitors and Convention Bureau, Inc. (Proposer) hereby swears or affirms as follows:

1. Proposer understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP NO: 1976 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer and shall expressly require any subcontractors performing work or providing services pursuant to the awarded Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Proposer shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Proposer understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Proposer further understands and agrees that in the event of such termination, Proposer shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 16 day of October, 2024.

Susan Phillips
Signature of Affiant

Susan Phillips
Printed Name of Affiant

President/CEO
Printed Title of Affiant

St. Johns County Visitors and Convention Bureau, Inc.
Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of October, 2024, by Affiant, who is personally known to me or has produced _____ as identification.



SUZANNE M. FERRELL
Notary Public
State of Florida
Comm# HH294285
Expires 10/16/2026

Suzanne M. Ferrell
Notary Public
My Commission Expires: 10/16/2026

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

ATTACHMENT "F"
CLAIMS AND LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subconsultant) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute? Yes ___ No If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: N/A Name (s) of the attorneys representing all parties:

 N/A

Amount actually recovered, if any: N/A

Name(s) of the project owner(s)/manager(s) to include address and phone number:

 N/A

2. List all pending litigation and or arbitration.

 N/A

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

 N/A

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

 N/A

5. Have you ever abandoned a project or contract, been terminated or had a performance/surety bond called to complete a job?

Yes ___ No If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes N/A No N/A
If no, please explain why?

N/A

7. List the status of all pending claims currently filed against your company:

N/A

Liquidated Damages

1. Has a project owner ever issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No XX If yes, please explain in detail:

(Use additional or supplemental pages as needed)

Susan Phillips
10/16/2024

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

**ATTACHMENT "H"
ACKNOWLEDGEMENT OF ADDENDA**

Proposer hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the RFP Documents. By acknowledging the Addenda listed below, Proposer hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Proposer's Proposal. Failure to acknowledge and incorporate issued Addenda may result in a Proposer being deemed non-responsive to the requirements of the RFP, and removed from further consideration.

ADDENDUM NUMBER	DATE RECEIVED	PRINTED NAME OF PROPOSER'S AUTHORIZED REPRESENTATIVE	TITLE OF PROPOSER'S AUTHORIZED REPRESENTATIVE	SIGNATURE OF PROPOSER'S AGENT
#1	9/19/24	Susan Phillips	President & Chief Executive Officer	<i>Susan Phillips</i>
# 2	9/25/24	Susan Phillips	President & Chief Executive Officer	<i>Susan Phillips</i>
# 3	9/30/24	Susan Phillips	President & Chief Executive Officer	<i>Susan Phillips</i>
# 4	10/7/24	Susan Phillips	President & Chief Executive Officer	<i>Susan Phillips</i>

ADDENDUM #3

September 30, 2024

To: Prospective Proposers
From: St. Johns County Purchasing Department
Subject: RFP No: 1976; Destination Marketing Management Services

This Addendum #3 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposals. Proposers must complete and submit Attachment "I", acknowledging all issued addenda with their Proposal as provided in the RFP Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. St. Johns County is requiring the Affidavit Regarding the Use of Coercion for Labor and Services, provided below, to be completed and included in all Proposals submitted in response to RFP 1937. If your firm has already delivered or mailed their Proposal, you may email the completed affidavit to glulkoski@sjcfl.us.

SUBMITTAL DEADLINE FOR PROPOSALS: THURSDAY, OCTOBER 10, 2024, BY 4:00 PM

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

Affidavit Regarding the Use of Coercion for Labor and Services

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Proposer, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this 17th day of October, 2024.

Susan Phillips
Signature of Affiant

Susan Phillips
Printed Name of Affiant

President / CEO
Printed Title of Affiant

St. Johns County Visitors and Convention Bureau, Inc.
Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 17th day of October, 2024, by Affiant, who is personally known to me or has produced FL License as identification.



HARLEY PALMER
Commission # HH 414403
Expires June 26, 2027

Harley Palmer
Notary Public
My Commission Expires: 06/26/2027

ADDENDUM #1

September 19, 2024

To: Prospective Proposers
From: St. Johns County Purchasing Department
Subject: RFP No: 1976; Destination Marketing Management Services

This Addendum #1 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposals. Proposers must complete and submit Attachment "I", acknowledging all issued addenda with their Proposal as provided in the RFP Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. Part I: Solicitation Terms and Conditions, paragraph H, Tentative Schedule of Events is revised to state the expected date of the Issuance of the Final Addendum as September 26, 2024.
2. Part II: Scope of Services, Task 1 – Comprehensive Search and Solicitation of a Sub-Contracted Professional Marketing Agency is revised to add the following bullet point:
 - The Consultant cannot award the subcontract to the Consultant or a subsidiary of the Consultant. The Consultant is prohibited from accepting monetary or other types of compensation from the subcontracted Marketing Agency for the award or performance of the subcontract.
3. Part III: Proposal Submittal Instructions & Format, 4: Pricing is revised by correcting the last sentence in the second paragraph to read as follows:
The total anticipated annual budget for this contract, including both management services and marketing expenses, is approximately \$4.5 million.
4. Part III: Proposal Submittal Instructions & Format, 4: Pricing is revised by adding the following sentence:
All costs related to performing the required management services, creative marketing, and ad buying, must be identified separately, in the cost breakdown, for each of the five years. Only the costs of management services will be used in scoring Pricing.
5. Part III: Proposal Submittal Instructions & Format, paragraph K Formula for Evaluating Pricing is revised to read as follows:
The proposed pricing for the Consultant's management services fees, for the full five (5) year contract, submitted by each Proposer shall be scored by the SJC Purchasing Department, in accordance with the formula provided below. The maximum score for this criterion is twenty-

five (25) points. The score for each Proposer will be multiplied by the number of Evaluators in order to maintain the ratio for the total score.

6. Part IV: Contract Requirements, paragraph A. Contract Agreement & Term, is hereby revised by adding the following sentence to the first paragraph:
The County intends to establish a five-year contract, with the option of three (3) one-year contract renewals, to be exercised at the discretion of the County. However, the term of the contract and any renewals are subject to change based on negotiations.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Can the management consultant/agency selected for the consultant services outlined in this RFP also perform the broader marketing and advertising services such as media planning & buying, creative, production, etc.?
Answer: No; see Revisions/Clarifications #2 above.
2. To maximize outreach to potential marketing agencies, can the awarded Consultant use the County's DemandStar account to publish the RFP?
Answer: No. However, the awarded Consultant may establish their own account with DemandStar, or upon request, County staff will post a notification about the RFP on DemandStar, to support the consultant's broadcast. Any such notification will direct interested firms back to the consultant for the RFP.
3. Regarding our pricing, is it acceptable to allocate costs per scope item?
Answer: Yes. Additionally, the Proposer must follow all instructions provided under Section 4: Pricing on pages 13 – 14 of the RFP document. Also, please see Revisions/Clarifications #4 and #5 above.
4. Do you want us to make an assumption on what the consultant fees will be and what amount of money will go to the Marketing agency, and what will be spent on actual marketing?
Answer: Yes; provide all details related to the Consultant's cost, provide the projected costs of the Marketing Agency, and provide details of the advertising costs, for each of five years. The proposal must include a comprehensive pricing proposal as described in Section 4 Pricing, and as further explained in Revisions/Clarifications #4 and #5 above.
5. So, lowest price gets the highest score?
Answer: Please see paragraph K. Formula for Evaluation of Pricing on page 15 of the RFP document and Revisions/Clarifications #4 and #5 above.
6. Is it standard that you are hiring a consultant to manage an agency? Is that typical of other contracts?
Answer: For over thirty years, St. Johns County has utilized a management firm to manage the tourism marketing agencies for the County.
7. Is there a preference for where the Marketing company is located? Does the Marketing firm need to be registered to do business in Florida?

Answer: There is no preference regarding the location of the Marketing Agency. All entities conducting business within the state are required to be registered with the Florida Department of State, Division of Corporations, per Florida Statute.

8. Task 1 says the Consultant will evaluate and select the proposal for marketing. Does the TDC or anyone else have a say in selection of the marketing firm?
Answer: Task 1 specifies that County staff will review and approve the solicitation and the draft contract. The purpose of the County's review is to ensure that the solicitation and draft contract meet the County's standards. Task 1 also specifies that the County will review submitted proposals. The purpose of reviewing proposals is to ensure that all eligible proposals are evaluated and ineligible proposals are disqualified from evaluation. The awarded Consultant will select the Marketing Agency from among the eligible proposals.
9. If I am the Consultant, can I send out the RFP for the Marketing Agency to a group of just 5, or 10, or 20 agencies?
Answer: No. See Part II: Scope of Services, Task 1 – Comprehensive Search and Solicitation of a Sub-Contracted Professional Marketing Agency. Failure to seek the highest level of outreach to potential proposers would be considered a default of contract.
10. If the Consultant (Agency A) can't be the same as the RFP winner (Agency B), any agency in this room wants to vie to be Agency B, is that going to be open or is that going to be selected by Agency A? Is it going to be open, where anyone can throw their hat into the ring? Is agency A going to control the process? Is it going to be open to anybody or only those that Agency A hand-selects?
Answer: The County requires the Consultant to broadcast the RFP as broadly as possible, conduct a fair, unbiased RFP evaluation process, and select the Marketing Agency that can best perform the required services.
11. If I waive all my fees and create a RFP and then negotiate my fees with the awarded Marketing Agency?
Answer: No, please see Revisions/Clarifications #2 above.
12. How do we deal with private, confidential, proprietary information we want to include in the proposal?
Answer: Please see paragraph C. Trade Secrets on page 10 of the RFP document.

SUBMITTAL DEADLINE FOR PROPOSALS REMAINS: THURSDAY, OCTOBER 3, 2024, BY 4:00 PM

END OF ADDENDUM NO. 1

ADDENDUM #2

September 25, 2024

To: Prospective Proposers
From: St. Johns County Purchasing Department
Subject: RFP No: 1976; Destination Marketing Management Services

This Addendum #2 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposals. Proposers must complete and submit Attachment "I", acknowledging all issued addenda with their Proposal as provided in the RFP Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. The tentative schedule of events for RFP 1976 is revised as follows:

Deadline for Questions	September 26, 2024
Issuance of Final Addendum	October 3, 2024
Proposal Submittal Deadline	October 10, 2024
Tentative Evaluation of Submitted Proposals	October 24, 2024
Negotiated Contract to BOCC for Approval	November 19, 2024

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Who is currently the incumbent agency working with St. John's County fulfilling all the services outlined on this RFP?
Answer: St. Johns County currently has a contract, with a similar scope of services as specified in RFP 1976, with St. Johns County Visitors and Convention Bureau, Inc.
2. Will the incumbent agency or consultant be able to bid on this RFP and their contracts be renewed?
Answer: All organizations that meet the minimal qualifications stated in RFP 1976 are welcome to submit a proposal, including the incumbent and other organizations that currently hold contracts with the County.
3. Is the County currently under contract with a professional organization to oversee and facilitate destination marketing (Task 4)? If so, how long has the current professional organization been under contract?
Answer: Yes; the existing contract is expiring on September 30, 2024. This contract was initiated in 2005.

4. Is the County currently under contract with a professional organization for any of the other deliverables (Tasks) listed in the RFP? If so, how long has the current professional organization been under contract?

Answer: Refer to the response to Question #3 above.

5. What are the key challenges or pain points that the County hopes to address through this contract?

Answer: The key challenge for the County is contracting with one management company that will work with all existing tourism partners to facilitate the development and management of a seamless, unified approach to marketing the destination as a whole.

6. Related to Task 1, does the County have an internal list of preferred agencies that the professional organization should consider, and will this list be provided to the selected professional organization?

Answer: The County does not have a list of preferred agencies or professional organizations.

7. Related to Task 2, could you provide more details on the Tourism Promotions Working Group and its formal establishment? Is this group currently meeting and performing aspects of the RFP, or will the selected firm be responsible for coordinating and organizing the group?

Answer: The Tourism Promotion Working Group does not "perform aspects of the RFP." The Tourism Promotion Working Group will collectively provide input and direction on the County's tourism marketing.

8. Related to Task 4, are there specific economic impact goals or benchmarks that the County expects the professional organization to achieve?

Answer: The County tracks a variety of variables, including Average Daily Rate and Occupancy Rate; however, the County primarily measures the success and economic impact of tourism through the annual Tourist Development Tax revenue collections. The County strives for increases in Tourist Development Tax revenue collections, with positive trends in both Average Daily Rate and Occupancy Rate. Although no specific economic impact goals or benchmarks are in place at this time, the County intends to update the Tourism Strategic Plan in 2025 and better define economic impact goals for tourism, as part of that project.

9. Could you elaborate on the statement "for the purpose of increasing the economic impact of tourism in the County"?

Answer: See response to Question #8 above.

10. What are the current or baseline measures of economic impact of tourism in the County?

Answer: Refer to the response to Question #8 above.

11. Related to Task 5, can you clarify what is expected when using the phrase 'performance improvement plans'? Is the County currently receiving this type of documentation?

Answer: The first bullet of Task 5 in the RFP document references "adjusting the campaigns as necessary when performance measures are not met." The "performance improvement plans"

would be the "plan" outlining the campaign adjustments that would be made to improve the views/impact/performance/reach of a campaign. The County receives a monthly report from an existing consultant.

12. How will the County evaluate the proposals for Qualifications and Experience and also for Approach/Methodology? Will they be weighted in a similar way as they are in the formula for evaluating Pricing?

Answer: Evaluators will score proposals based on how each proposal addresses the requirements stated in paragraph G. Submittal Instructions, on pages 12 – 14 of the RFP document. Paragraph J. Evaluation Criteria and Scoring, on pages 14 and 15 of the RFP document, states the maximum number of points available for each evaluation criteria.

13. Can you clarify the language in the RFP in Section 4: Pricing ... "All costs related to performing the required management services must be identified and presenting in the pricing proposal in order for the County to evaluate this criterion..." What is the evaluation and how is it different from the stated evaluation in Section J. Evaluation Criteria and Scoring? In addition, for the breakout of all costs, are the categories "required management services", "creative marketing," and "ad buying" the only categories required to be broken out for each of the five years. Or are there other required categories?

Answer: Proposers are required to provide all details related to the Consultant's cost, provide the projected costs of the Marketing Agency, and provide details of the advertising costs, for each of five years. The proposal must include a comprehensive pricing proposal as described in Section 4 Pricing, and as further explained in Addendum #1, Revisions/Clarifications #4 and #5.

14. Can you clarify if the applicability of shortlist presentations/interviews is at the discretion of individual reviewers or if it is determined by a particular closeness in total points possible (out of 125) from 1 or several firms?

Answer: Please refer to Paragraph M. Shortlist Presentations/Interviews on page 15 of the RFP document.

15. What is the process if the selected marketing agency(s) for the marketing effort fails to meet timelines, quality expectations, etc. Who is responsible for remedying?

Answer: The Consultant selected through RFP 1976 will have a contract with St. Johns County to provide Management of Tourism Destination Marketing and will be responsible for working with the sub-contracted Marketing Agency to remedy short-falls or inefficiencies demonstrated by the sub-contracted Marketing Agency.

16. Would the county be open to the management consultant selecting multiple vendors for different parts of the 5 year effort, and not locking in a long-term contract with a single agency?

Answer: The County is amenable to the selection of multiple marketing agencies/entities. However, all subcontracted marketing agencies/entities must be selected through the competitive RFP solicitation, as is stipulated in Task 1 of the RFP Scope of Services.

17. Is the marketing management consultant responsible for focus group testing and quality assurance, or is that put on the marketing vendor(s)?

Answer: The selected Marketing Management Consultant may decide if they would like to be the lead in completing focus group testing and quality assurance of published advertisements or if they would like for the selected sub-contracted Marketing Agency to fulfill that responsibility. The selected Marketing Management Consultant will be responsible for overall quality assurance with regard to the work of the sub-contracted Marketing Agency and will be required to address any performance deficiencies with the sub-contracted Marketing Agency.

18. What if the marketing vendors need more budget to push new, timely concepts to market, or to help mitigate a PR issue that happened in the county? Does that have to go through the county, with approval from the management consultant, or can the management consultant approve a specified budget to expedite efforts?

Answer: The total anticipated budget for Tourism Destination Marketing services allocated to this contract is anticipated to be approximately \$4.5 million dollars per year. The annual marketing plan should accommodate plans (along with a budget) "to push new, timely concepts to market." In the event of an unforeseen event impacting tourism, such as a natural disaster, the St. Johns County Board of County Commissioners would have to approve the allocation of additional funding for increased marketing expenditures.

19. Please confirm that the county wants to ensure there is not a financial relationship between marketing manager consultant and the vendor(s) selected for the marketing efforts.

Answer: Confirmed; please see Addendum #1, Revisions/Clarifications #1.

20. Will the county share the approved TDC annual destination marketing plan from the previous years with the awarded Consultant?

Answer: Yes

21. Please confirm if the budget is \$4 million or \$4.5 million.

Answer: The annual budget is anticipated to be approximately \$4.5 million.

22. Is there a specific number of responses that the TPWG and TDC groups would like to review when picking a tourism destination marketing agency sub-contract?

Answer: No

23. Please confirm the statement within RFP, to which the Consultant is to evaluate the proposals and also select the best tourism destination marketing agency sub-contract. So this means that the TPWG and TDC members will not be the ones selecting the sub-contracted agency and at the end the Consultant will pick the best agency to work with them side by side?

Answer: See Addendum #1, Questions/Answers #8.

24. Should the sub-contract agency must also be located in Florida?

Answer: There is no requirement related to the location of the sub-contracted Marketing Agency.

25. Should the sub-contract agency also possess a current local Business Tax Receipt for St. Johns County?

Answer: Yes, the sub-contracted Marketing Agency will be required to obtain a local Business Tax Receipt prior to executing a contract. Additional information on Business Tax Receipts can be found on the Tax Collector's website, <https://sictax.us/business-tax-faqs/>.

26. Will the selected tourism destination marketing agency be contracted to the Consultant or directly with St. John's County?

Answer: See Task 1 of the RFP document.

27. For billing and finance purposes, will the County pay for the services rendered by the sub-contracted agency or will this be the responsibility of the Consultant?

Answer: The Marketing Agency will submit invoices to the Consultant for payment, as the Consultant will be responsible for all payments to the sub-contracted Marketing Agency. The Consultant will submit its invoices to the County for payment.

28. Will a representative from the tourism destination marketing agency also be required to attend the in-person TPWG and TDC meetings or only the Consultant agency?

Answer: See Task 1 and Task 2 of the RFP document. The Consultant can make decisions regarding whether the Marketing Agency should also attend these meetings.

29. Outside of the TPWG and TDC meetings, what other virtual or in-person meetings will be required of the Consultant agency?

Answer: The only regularly scheduled reoccurring meetings that the Consultant will be required to attend will be the TPWG meetings and the TDC meetings. As is stated in Task 3 of the RFP, the Consultant must "be available for meetings with County Officers and Staff regarding tourism initiatives, with notice of at least 2 business days." These additional meetings are not anticipated to occur frequently.

30. If the Consultant is also part of a tourism full-service agency that can fulfill all the services outlined in Task 4, are they also able to participate?

Answer: No, see Addendum 1, Revisions/Clarifications #2.

31. As we would be the agency that would be the marketing agency, would you be open to a submission from us that would do the engagements as identified in the Tasks and also be the marketing agency as well?

Answer: No, see Addendum 1, Revisions/Clarifications #2.

32. Could we request an extension to the submission deadline?

Answer: See Clarification/Revisions #1 above.

33. Do you have an incumbent and would they be participating in this RFP?

Answer: The County is not aware of which firms, including the incumbent, will submit proposals in response to RFP 1976.

34. Could we request an electronic submission in light of the lifting of all delivery guarantees from all the courier companies?

Answer: This request is not granted.

35. Could you let us know if you have a local preference or are you open to a Canadian agency that has done similar work with clients across the United States, with some currently being the States of California, Colorado and Wyoming?

Answer: There is no local preference for RFP 1976. All Proposers that meet the minimum qualifications, regardless of location, are welcome to submit proposals.

SUBMITTAL DEADLINE FOR PROPOSALS: THURSDAY, OCTOBER 10, 2024, BY 4:00 PM

END OF ADDENDUM NO. 2

ADDENDUM #3

September 30, 2024

To: Prospective Proposers
From: St. Johns County Purchasing Department
Subject: RFP No: 1976; Destination Marketing Management Services

This Addendum #3 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposals. Proposers must complete and submit Attachment "I", acknowledging all issued addenda with their Proposal as provided in the RFP Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. St. Johns County is requiring the Affidavit Regarding the Use of Coercion for Labor and Services, provided below, to be completed and included in all Proposals submitted in response to RFP 1937. If your firm has already delivered or mailed their Proposal, you may email the completed affidavit to glulkoski@sjcfl.us.

SUBMITTAL DEADLINE FOR PROPOSALS: THURSDAY, OCTOBER 10, 2024, BY 4:00 PM

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

Affidavit Regarding the Use of Coercion for Labor and Services

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Proposer, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

END OF ADDENDUM NO. 3

ADDENDUM #4

October 7, 2024

To: Prospective Proposers
From: St. Johns County Purchasing Department
Subject: RFP No: 1976; Destination Marketing Management Services

This Addendum #4 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposals. Proposers must complete and submit Attachment "I", acknowledging all issued addenda with their Proposal as provided in the RFP Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. The Deadline for Submittal of Proposals is extended until 4:00 PM on Thursday, October 17, 2024.

SUBMITTAL DEADLINE FOR PROPOSALS: THURSDAY, OCTOBER 17, 2024, BY 4:00 PM

END OF ADDENDUM NO. 4

ST. JOHNS COUNTY, FLORIDA AND THE VCB
OCT 2018 DESTINATION MARKETING & MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between **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 **St. Johns County Visitors and Convention Bureau, Inc. (“VCB”)**, a not-for-profit corporation organized and existing under the laws of the State of Florida whose primary business address is 29 Old Mission Avenue, St. Augustine, Florida 32084.

RECITALS:

WHEREAS, on February 2, 2010, the County entered into an agreement with the VCB to provide professional advertising, marketing and promotional services aimed at attracting tourists and convention activity to all and any part of the geographic area within St. Johns County, Florida; and

WHEREAS, the agreement was subsequently extended, subject to certain amended provisions, for an effective term beginning on October 1, 2016 and expiring on September 30, 2018 (*see* St. Johns County Resolution No. 2016-271); and

WHEREAS, the extended agreement further provided for successive two-year term extensions upon approval by the St. Johns County Board of Commissioners (Board); and

WHEREAS, in an effort to improve upon efficiency, transparency and accountability in performance of the services described above, on February 26, 2018, the St. Johns County Tourist Development Council (TDC) reviewed the agreement, and recommended certain revisions including an effective 5-year term, beginning on October 1, 2018, and continuing through and until September 30, 2023; and

WHEREAS, on April 17, 2018, the Board adopted the TDC’s recommendation, and determined that entering into this Agreement serves a proper public purpose, and is in the best interests of the residents of the County.

NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the County and the VCB agree as follows:

ARTICLE 1. Incorporation of Recitals.

The above Recitals are incorporated into the body of this Agreement, and such Recitals are adopted as findings of fact.

ARTICLE 2. Prior Agreements Superseded.

The parties hereby acknowledge and understand that the Extension Agreement entered into by the parties pursuant to St. Johns County Resolution No. 2016-271 shall expire on September 30, 2018, unless extended by the County. The parties further acknowledge and understand that, upon its effective date, this Agreement shall supersede any previous agreement or agreements governing performance of the services described herein, whether made orally or in writing between the parties.

ARTICLE 3. Non-Exclusive Appointment.

The County hereby appoints the VCB, and the VCB hereby accepts such appointment, to provide the Scope of Services described in this Agreement in accordance with industry standards of professional practice and in accordance with any applicable laws, regulations or other requirements of any governmental agencies that have jurisdiction over such work.

ARTICLE 4. Defined Terms.

As used in this Agreement, the following terms shall have the meanings specified below, unless the context clearly indicates otherwise:

- a. "Administrative Overhead Expenses" means those operational costs incurred daily not involved in the development or production of specific goods or services. Examples include but are not limited to VCB payroll (including salaries, wages, commissions, bonuses, benefits, and insurance), storage fees, office space rental/lease payments, office equipment, supplies, utilities, membership fees telephone and internet costs, and janitorial services.
- b. "Annual Contract Price" means the maximum amount available as compensation and reimbursement for expenses to the VCB during each Fiscal Year of the Term of this Agreement.
- c. "Annual Promotion Plan" means the annual plan prepared and submitted by the VCB, which clearly outlines the marketing and advertising strategies designed to increase tourist-related activities within the County during the subsequent year.
- d. "Fiscal Year" means the period beginning October 1st through September 30th.
- e. "Promotion" means marketing or advertising designed to increase tourist-related business activities as described in § 125.0104(2)(b),1 F.S.
- f. "Tourist" means a person who participates in trade or recreation activities out of the County of his or her permanent residence or who rents or leases transient accommodations as described in § 125.0104(3)(a), F.S.
- g. "TDC" means Tourist Development Council.
- h. "County" means St. Johns County, a political subdivision of the State of Florida.
- i. "Board" means the St. Johns County Board of County Commissioners.
- j. "TDT" means Local Option Tourism Development Tax.

k. "Consultants" means companies or individuals contracted by the VCB to provide expertise in the delivery of services listed in the Scope of Services (Attachment A) of this Agreement.

l. "Tourist Development Plan" means the County's plan for tourist development as provided in § 125.0104(4). F.S.

ARTICLE 5. Term.

The Term of this Agreement shall begin on October 1, 2018, and shall expire on September 30, 2023, or on such earlier date as provided in Article 6 ("Term").

ARTICLE 6. Termination.

a. **Termination Without Cause.** This Agreement may be terminated by either party without cause and for any reason by providing at least sixty (60) days advance written notice of such termination to the other party.

b. **Termination for Cause.** This Agreement may be terminated for cause following any failure to timely cure an Event of Default as provided below. In such event, the non-defaulting party shall provide written notice to the other party stating the exact cause for termination as well as the effective date of termination.

c. Consistent with other provisions of this Agreement, the VCB shall be paid any amounts, and reimbursed for any expenses, that were both authorized under this Agreement and performed or accrued prior to the effective date of termination of this Agreement.

ARTICLE 7. Scope of Services.

The VCB shall use all reasonable efforts (1) to perform all tasks included in the Scope of Services, attached hereto as Attachment A and incorporated herein; (2) to perform any duties or obligations arising from the Scope of Services or as described elsewhere in this Agreement; and (3) to timely deliver the reports and other deliverables included within the Scope of Services.

ARTICLE 8. Contract Price and Payment.

a. The maximum Annual Contract Price available during the first Fiscal Year of the Term (October 1, 2018 through September 30, 2019) is \$5,034,342.

b. Each subsequent Fiscal Year of the Term, the Annual Contract Price shall be adjusted to an amount as determined by the County during its annual budget planning cycle, but in no instance exceed the projected net value allocated to the Destination Marketing Category of Uses described in the County's applicable ordinances. The value of Annual Contract Price shall be subject to any amounts designated as reserve funds and/or indirect administrative costs pursuant to all local, state and federal rules, regulations,

ordinances and laws.

c. To the extent that the VCB is not in breach of this Agreement, the County shall pay the VCB the Annual Contract Price according to the Payment Schedule attached hereto as Attachment C, and incorporated herein ("Payment Schedule"). The parties hereby acknowledge and agree that, at the time that the Annual Contract Price is adjusted as described above, the County shall amend the Payment Schedule to reflect the current Fiscal Year and to adjust the payment amounts. Each amended Payment Schedule shall be deemed to be incorporated herein with no further action by the Board being required.

(1) No additional payments or advanced payments shall be made by the County unless authorized by the Board.

(2) No more than 26% of the Annual Contract Price may be allocated to fund Administrative Overhead Expenses unless specifically authorized by the Board.

d. It is expressly noted that the County will compensate and reimburse the VCB from only those tax revenue sources that are legally available and appropriated annually to fund Promotion in the official County budget.

e. The VCB shall not be entitled to such compensation and reimbursable expenses as a matter of right, but only to the extent of the VCB's satisfactory performance of the Scope of Services as recommended by the TDC and determined by the Board, as well as the VCB's timely provision of deliverables described therein.

ARTICLE 9. No Commitment of County Funds.

It is hereby noted and understood by the parties that the County makes no express commitment to provide funds (in the form of tax revenue proceeds or otherwise) in any given County Fiscal Year. Moreover, it is expressly noted that the VCB cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 10. Invoicing and Monthly Reports.

a. To the extent that the VCB is not in breach of this Agreement and this Agreement has not been terminated, the VCB will bill the County monthly on the 15th day of each month using the invoice form and format attached hereto as Exhibit 1 (Invoice Template), and incorporated herein.

b. Along with each invoice, the VCB shall submit a detailed report in the form and format attached hereto as Exhibit 2 (Monthly Report Template) and incorporated herein. Each monthly report shall detail the work accomplished in connection with the Scope of Services. Unless otherwise notified, invoices and monthly reports shall be delivered to:

**Tourism and Cultural Development Director
500 San Sebastian View
St. Augustine, Florida 32084**

c. Within fifteen (15) days following receipt, the County shall verify the VCB's invoice and report. Within fifteen (15) days following such verification, the County shall pay the VCB as provided in the Payment Schedule. The County reserves the right to return an invoice and/or report, and request additional information. Under such circumstances, the timeframe for payment will be extended by the time necessary to reconcile questioned items.

d. The VCB shall promptly pay all costs and expenses associated with performance of this Agreement, including but not limited to rent, contractor invoices, consultant fees, benefits, salaries, utilities and travel expenses, subject to the County being current on its payments to the VCB.

e. Notwithstanding any other provision of this Agreement concerning the amendment of this Agreement, the County at any time may reasonably modify the procedure set forth in this Article, upon thirty (30) days advance notice to the VCB, in order to accommodate the budgetary concerns or procedures of the County.

ARTICLE 11. Purchasing Procedures.

In performance of this Agreement, the VCB shall abide by and follow all of the applicable provisions set forth in the St. Johns County Purchasing Procedures, attached hereto as Attachment B and incorporated herein. It is expressly noted that, upon thirty (30) days notice to the VCB by the County, the Purchasing Procedures contained herein may be amended from time to time during the Term.

ARTICLE 12. Annual Evaluation.

a. Annually, the County Tourism and Cultural Development Director and the TDC shall, in a public meeting, evaluate the VCB's performance of the Scope of Services, particularly as it relates to the following, and as reflected in the Annual Promotion Plan:

- (1) Timely completion of monthly, quarterly and annual deliverables;
- (2) Quality of presentations and Promotion materials;
- (3) Development of an Annual Promotion Plan (specifically described in the Scope of Services);
- (4) Implementation of the Annual Promotion Plan (as described in the Scope of Services);
- (5) Economic impact on St. Johns County, Florida, in the geographic sense, that is caused by or associated with Promotion;
- (6) Development and implementation of programs and initiatives as reflected in the Annual Promotion Plan;

(7) Efforts to promote the diverse tourist experiences available in St. Johns County, Florida, in the geographic sense; and

(8) Efforts to increase tourist spending within St. Johns County, Florida, in the geographic sense.

b. Such Annual Evaluation shall determine the degree and level of the VCB's performance of the Scope of Services. The Periodic Evaluation shall also examine the VCB's degree of effectiveness in meeting the criteria and performance measures as set forth in the Annual Promotion Plan recommended by the TDC and approved by the Board.

c. If, after any Annual Evaluation, the TDC determines that there is unsatisfactory performance on the part of the VCB, or that the VCB has breached one or more of the provisions of this Agreement, the TDC shall recommend to the Board that prompt Notice of Default (as defined below) be provided to the VCB.

ARTICLE 13. Events of Default.

a. Any breach or violation of this Agreement by either party;

b. Failure by either party to comply with one or more terms, provisions, conditions, requirements, or obligations set forth in this Agreement;

c. Failure by the VCB to provide the deliverables described elsewhere in this Agreement, absent prior written consent by the County;

d. Failure by the VCB to pay all costs and expenses associated with performance of this Agreement (e.g., Administrative Overhead Expenses, contractor invoices, etc.), subject to the County being current on its payments to the VCB.

e. Unsatisfactory performance by the VCB as noted in an Annual Evaluation provided under Article 12 (Annual Evaluation);

f. Assignment of this Agreement by either party without the prior written approval of the other party;

g. Failure by the County to budget for the Annual Contract Price;

h. Failure by the VCB to comply with section 119.0701, Florida Statutes.

i. Failure by the VCB to comply with any applicable state statutes or local ordinances governing the authorized uses of TDT revenues.

j. Failure by the County to pay when due any installment of the Annual Contract Price that is set forth in the Payment Schedule;

k. A revision/change/amendment to State law during the Term that prohibits the County and the VCB from entering into, or continuing, this Agreement.

ARTICLE 14. Notice of Default and Right to Cure.

a. Following an Event of Default, the non-defaulting party shall provide written notice thereof to the defaulting party ("Notice of Default"), which Notice of Default shall include a timeframe of no fewer than thirty calendar (30) days during which to cure the default. In the event the defaulting party fails to cure the default within the timeframe provided in the Notice of Default (or any such other amount of time that is mutually agreed by the parties in writing), the non-defaulting party may exercise any or all of its remedies under Article 15 (Remedies Upon Default).

b. For any alleged Event of Default that may give rise to either an administrative or judicial action, or both, against the County, the VCB must provide written or electronic notice to the County within 30 days following the occurrence of the alleged Event of Default. It is acknowledged that this paragraph requires notice that is different than, and in addition to, the Notice of Default that is provided in the preceding paragraph.

ARTICLE 15. Remedies Upon Default.

Following (i) the delivery of a Notice of Default, and (ii) the opportunity to cure as that is provided in Article 14 (Notice of Default and Right to Cure), the non-defaulting party may at any time thereafter:

- a. terminate this Agreement; and
- b. utilize any and all other remedies now or hereafter existing under the common law or statutory law of the State of Florida.
- c. The foregoing remedies shall be cumulative and not exclusive.

ARTICLE 16. Key Personnel.

In performance of this Agreement, it is understood that the Executive Director/CEO plays an essential role in the successful operation of the VCB. The chair of the board of directors of the VCB therefore shall inform the Chair of the Board, the Chair of the TDC, and the County Administrator within five (5) calendar days following any change in who occupies the role of Executive Director/CEO, regardless of the reason for that change.

ARTICLE 17. Notice.

- a. Any notice to the County that is permitted or required hereby shall be delivered either by hand (receipt of delivery required) or by certified mail to:

ST. AUGUSTINE  PONTE VEDRA

FLORIDA'S HISTORIC COAST®

County Administrator
500 San Sebastian View
St. Augustine, Florida 32084

With copies to:

Tourism and Cultural Development Director
500 San Sebastian View
St. Augustine, Florida 32084

Office of the County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

b. Any notice to the VCB that is permitted or required hereby shall be delivered either by hand (receipt of delivery required) or by certified mail to:

VCB President/CEO
St. Johns County Visitors and Convention Bureau
29 Old Mission Ave,
St Augustine, Florida 32084

With copy to:

VCB Chair of the Board of Directors
St. Johns County Visitors and Convention Bureau
29 Old Mission Ave,
St Augustine, Florida 32084

c. All other correspondence, not constituting official notice hereunder, may be delivered, disseminated, or submitted by any means acceptable to both parties, specifically including e-mailing.

ARTICLE 18. Insurance.

a. The VCB and its consultants shall, at their sole expense, 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:

i. Workers' Compensation—Employer Liability coverage shall provide minimum limits of \$100,000 for each accident; \$500,000 disease policy limit; and \$100,000 each employee disease limit.

ii. Commercial General Liability coverage shall provide minimum limits of \$1,000,000 per occurrence; \$2,000,000 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

iii. Business Auto Liability coverage shall provide minimum limits of \$1,000,000 per occurrence; and \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:

1. Owned autos
2. Hired autos
3. Non-owned autos

iv. Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

b. In the event of unusual circumstances, the County may adjust the insurance requirements set forth above. Prior to the execution of this Agreement, the VCB shall provide to the County a certificate of insurance, naming the County as an additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies. Failure to maintain any or all required insurance shall result in the automatic termination of this Agreement, without the necessity of providing any further written notification of termination.

ARTICLE 19. Indemnification.

The VCB shall indemnify, defend and hold harmless the County, its officials, agents, servants and employees from and against any and all losses, costs, suits, and administrative actions, arbitration, or mediation, arising from, or incident to, connected with, associated with, or growing out of any direct and/or indirect negligent or intentional acts or omissions on the part of the VCB, its agents and/or representatives, in connection with its performance of, or its failure to perform, the amended Scope of Services, terms and conditions set forth in this Agreement.

ARTICLE 20. Public Records.

a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. 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. In accordance with Florida law, to the extent that the VCB's performance under this Agreement constitutes an act on behalf of the County, then the VCB shall provide access to all public records made or received by the VCB in conjunction with this Agreement. Specifically, if the VCB is expressly authorized by, and acts on behalf of the County under this Agreement, the VCB shall:

- (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Scope of Services described herein;
- (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
- (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
- (4) meet all requirements for retaining public records, and transfer at the VCB's sole cost and expense, all public records in the possession of the VCB upon expiration or termination of this Agreement. The VCB shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

IF THE VCB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (Office of the County Attorney, Attention: Public Records Custodian, 500 San Sebastian View, St. Augustine, Florida 32084-8686, (904) 209-0805, publicrecords@sjcfl.us).

c. Notwithstanding any other provision contained herein, failure by the VCB to grant such public access shall constitute an Event of Default, and shall be cause for immediate termination of this Agreement by the County with no further recourse. The VCB shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in the VCB's possession and shall promptly provide the County a copy of the VCB's response to each such request.

ARTICLE 21. Review of VCB Records and Right to Audit.

a. As a condition of entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, regulation, or policy, the VCB authorizes the County to examine, review, inspect, or audit the books and records of the VCB in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities set forth in this Agreement. Such examination, review, inspection or audit shall be at reasonable times and with reasonable notice.

b. During the Term, and for five (5) years following final payment under this Agreement, the VCB shall maintain accurate and complete accounting records related to its performance of this Agreement. Such records shall be maintained separately from any other VCB financial records, and shall be maintained in accordance with appropriate accounting standards.

c. The County expressly reserves the right to audit such records at the County's expense. If any such audit of the VCB's accounting records reveals unexpended funds, inappropriate accounting, non-performance, misrepresentation or fraud by the VCB, all corrective actions that must be made as a result of the audit shall be made within sixty (60) calendar days from the presentation of the County's findings to the VCB. Additionally, if an audit discovers inappropriate accounting, non-performance, misrepresentation or fraud by the VCB, then the County may recoup from the VCB the expense of the additional audit work that was made necessary.

d. The VCB shall be under no duty to provide access to any records or documents that are not related to this Agreement, or that is otherwise protected by applicable local, state or federal regulations.

ARTICLE 22. Ownership of Documents and Equipment.

a. Upon completion of the work described herein, all documents and equipment, including but not limited to renderings, drawings, designs, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, software, furnishings, source codes, data and memoranda of every description, arising out of or relating to the Scope of Services, as well as all brochures, reference books, expendable equipment and Promotion materials purchased or otherwise secured with Tourist Development Tax revenues shall become the property of the County.

b. The use of such materials described above by the County in any manner shall not support any claim by the VCB for additional compensation.

c. The VCB shall have no liability to the County for damages, claims or losses, including defense costs, arising out of any use by the County, without the prior written authorization of the VCB, of any of the aforementioned items for any purpose other than as set forth in this Agreement.

Article 23. Ownership of Deliverables/Work Product

a. It is expressly noted that all work product and deliverables, including final work product, submitted by the VCB 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 the VCB 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 the VCB prepares for the County that is associated with the above-referenced Services, shall become the property of, and owned and controlled by the County, upon receipt and payment to the VCB of any applicable invoice. The VCB shall have no liability to the County for damages, claims, or losses, including defense costs, arising out of use by the County of aformentioned items in a manner that is inconsistent with any corresponding licenses or approvals assigned to the County. Additionally, the VCB shall have no liability to the County for the use of such items for any purpose other than as set forth in this Agreement.

c. All tangible and intangible property acquired in conjunction with the Services, detailed in this Agreement, shall be the property of the County, and may be used for Promotion by the County. The County reserves the right of final approval of the disposition of said property.

ARTICLE 24. Assignment.

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

ARTICLE 25. Merger and Amendment.

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Both the County and the VCB mutually agree that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and the VCB.

ARTICLE 26. Force Majeure.

Neither party shall be held in non-compliance with the terms, conditions, provisions, or requirements of this Agreement, nor suffer any enforcement or penalty relating thereto (including termination, cancellation, or revocation of this Agreement) if such non-compliance or alleged default occurred or was caused by a strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane, or other act of nature, or other event that is reasonably beyond either party's ability to anticipate or control.

ARTICLE 27. Disputes.

In the event a dispute should arise relating to either party's performance under this Agreement, the parties agree to use good faith efforts to resolve the dispute without resort to judicial or quasi-judicial authorities. In the event such good faith efforts fail to resolve the dispute, either party may seek relief or redress in the courts. Each party irrevocably submits itself to the personal jurisdiction of the courts of the State of Florida, St. Johns County, and the personal jurisdiction of the United States District Court for the Middle District of Florida, Jacksonville Division, for the purpose of any suit, action or other proceedings arising out of or in connection with this Agreement or its subject matter. Each party agrees that it will bring any such proceeding only in one of such courts.

ARTICLE 28. Discrimination.

The VCB shall conform to the following Equal Employment Opportunity Statement: No person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole, or in part, with funds made available by the County.

ARTICLE 29. Compliance with Local, State, and Federal Rules, Regulations, and Laws.

The County and the VCB shall abide by, and comply with, all Local, State and Federal laws, statutes, rules, regulations, orders, and policies by which that party is legally bound and governed.

ARTICLE 30. Relationship of the County and the VCB.

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 the VCB.

ARTICLE 31. No Conflict of Interest.

The VCB represents and warrants to the County that the VCB has not employed or retained any elected official, officer or employee of the County in order to secure this Agreement. Moreover, the VCB represents and warrants to the County that the VCB has

not paid, or offered to pay or agreed to pay any person any fee, commission, percentage, brokerage fee, incentive fee or gift of any kind contingent upon or in connection with securing and executing this Agreement.

ARTICLE 32. Use of the County Logo and Publicity.

1. Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the VCB 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 of County Commissioners.

2. Use of any County trademarks, service marks and/or trade names by the VCB in any marketing, promotional, sponsorship or advertising materials and/or activities shall be subject to pre-approval by the County.

ARTICLE 33. 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.

ARTICLE 34. VCB's Status as an Independent Contractor.

The VCB shall be, and shall act as, an independent contractor of the County, and the employees of the VCB shall not be considered to be employees of the County.

ARTICLE 35. No Third-Party Beneficiaries.

Both the County and the VCB expressly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 36. Effect of Failure to Insist on Strict Compliance with Conditions.

The failure of the 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.

ARTICLE 37. Severability.

If any word, phrase, sentence, part, Article, 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, 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.

ARTICLE 38. Waiver.

The failure of either the County or the VCB to object or to take affirmative action with respect to any conduct of the party that is in breach or violation of the terms, conditions, provisions, or obligations of this Agreement, shall not be construed as a waiver of the violation or breach, or waiver of any future violation, breach, wrongful conduct, or omission.

ARTICLE 39. Survival.

Any term, condition, covenant, or obligation, which requires performance by a party subsequent to expiration or termination of this Agreement, shall remain enforceable against such party subsequent to such expiration or termination.

ARTICLE 40. Headings.

All Articles and descriptive headings of Articles noted in this Agreement are inserted for the convenience of the parties only, and shall not affect or control the interpretation of this Agreement.

ARTICLE 41. Authority to Execute.

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

ARTICLE 42. Execution in Counterparts.

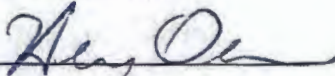
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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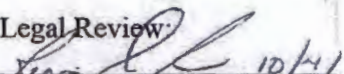
ST. AUGUSTINE  PONTE VEDRA
FLORIDA'S HISTORIC COAST®

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the date and year below written.

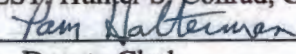
St. Johns County, Florida
by and through its Board of
County Commissioners

By: 


Date: 10/18/18

Legal Review:  10/21/18
Deputy County Attorney

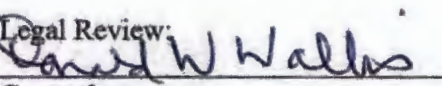
ATTEST/Hunter S. Conrad, Clerk

By: 
Deputy Clerk

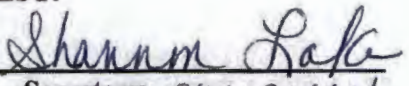
St. Johns County Visitors and
Convention Bureau

By: 

Date: 10/3/18

Legal Review: 
Counsel

ATTEST:

By: 
Secretary CHAIRMAN

ATTACHMENT A
SCOPE OF SERVICES

The VCB shall complete the following work.

1. Public Workshops

- a. **Industry Stakeholders Workshop.** During February of each year that this Agreement is in effect, the VCB shall conduct a publicly noticed tourism industry stakeholder workshop. The purpose of the workshop is to obtain input from tourism industry stakeholders regarding annual Promotion strategies and opportunities as well as desired outcomes from such efforts. The workshop must be open to the public, and hosted in an accessible facility that is centrally located within the geographical boundaries of the County. The VCB shall provide no less than 10 days prior notice to the Tourism and Cultural Development Director of the date, time and place of the workshop.
- b. **TDC Workshop.** During March of each year that this Agreement is in effect, the VCB shall conduct a workshop during the TDC's regularly scheduled meeting. The purpose of the workshop is to obtain input and guidance from the TDC regarding annual Promotion strategies and goals. In the event that there is no TDC meeting scheduled during the month of March, the parties shall mutually agree to an alternate date and time to conduct such workshop.
- c. The VCB shall provide a written summary of each of the workshop discussions to the Tourism and Cultural Development Director within 15 business days of conducting each workshop. Upon request, the VCB shall provide 12 hard copies of the summaries for dissemination to the TDC.

2. The Annual Promotion, Presentation and Implementation

- a. **Annual Promotion Plan.** Ten days prior to the scheduled June TDC meeting of each year that this Agreement is in effect, the VCB shall submit to the Tourism and Cultural Development Director an initial draft of the Annual Promotion Plan (Plan), which clearly outlines marketing and advertising strategies designed to increase tourist-related business activities within the County during the subsequent year. At minimum, the Plan must:
 1. to the greatest extent possible, incorporate input from the industry stakeholders and guidance from the TDC obtained at the workshops described above;
 2. detail the desired results of implementing proposed Promotion strategies;
 3. identify targeted audience(s)

4. include the following sections:
 - i. Creative Concept: The VCB shall be responsible for the creative concept of the Promotion program. The annual plan shall illustrate the complete creative concept for the year highlighting any changes to the creative concept from the previous year.
 - ii. Media Planning and Buying: Defining major goals, primary target markets, overall promotional strategy and key projects. The Plan should leverage appropriate cooperative promotion opportunities offered by the State of Florida's tourism marketing corporation, Visit Florida.
 - iii. Cooperative Promotion Activities: The VCB shall identify cooperative promotion opportunities for local tourism businesses that leverage available County funds to maximize the economic impact of tourist related businesses and activities within the County.
 - iv. Sales and Promotion Activities-Convention, Leisure, Target Markets: The VCB shall actively pursue potential meetings, conferences/conventions, events and large groups with a goal of increasing the economic impact of tourism in the County. The VCB shall provide leads to appropriately sized capable accommodations within the County. In this regard, no preference otherwise shall be shown to any particular private accommodation or facility.
 - v. Business to Business Tourism Promotion: The VCB shall work with organizations and businesses at local, state and national levels to create and implement promotional programs that increase awareness of the County as a tourist destination, and to increase the number of tourists visiting the County. The VCB will be responsible for securing and coordinating promotional/giveaway items with local businesses.
 - vi. Digital/Online Content Management: The VCB shall identify initiatives and strategies to maximize the use of digital/online platforms to promote the County as a tourist destination.
5. Upon receipt, the Tourism and Cultural Development Director shall conduct the initial review of the Plan to confirm completeness and clarity. The VCB shall coordinate with the Tourism and Cultural Development Director to address any questions or issues, and to revise the draft as necessary for presentation to the TDC.

b. Presentation and Implementation of the Plan

1. During the TDC's regularly scheduled meeting in June of each year, the VCB shall present the Plan to the TDC for its consideration. As part of its consideration, the TDC will review, discuss and possibly recommend revision of the Plan.
2. Such consideration shall be complete upon the TDC's recommendation of approval of the Plan to the Board.
3. The Board shall have final authority to approve the Plan. Following such approval, the Plan shall be implemented in the corresponding Fiscal Year, subject to an appropriation of funding in the County's annual budget.
4. Following Board approval, any substantial changes to, or substantial modification of, the Plan shall be subject to review and recommendation by the TDC, and final approval by the Board. As used in this paragraph, the terms "substantial changes" and "substantial modification" refer to changes that change the tone, tenor or intent of the Plan and this Agreement.
5. Upon written request by the VCB, the TDC shall be authorized to approve or deny any request(s) for an extension of time to complete and/or present the Plan as described herein.

3. Digital Content Management: Website, Social Media, E-Newsletters

- a. The VCB shall maintain, update and, as necessary, redesign the existing VCB managed, County-owned tourism promotion websites to provide current and accurate information that markets the County as a tourist destination.
- b. The VCB shall provide digital services such as search engine optimization of websites, digital analytics tracking, reporting and recommendations based on data captured.
- c. Provide day-to-day social media management to drive engagement on all VCB managed, County owned social media sites.
- d. The VCB shall be responsible for content creation, posting strategy and inquiry response on social media platforms as per activities and actions called for in the Plan and analysis of both quantitative and qualitative metrics (e.g.: engagement) and reporting.
- e. The VCB shall generate and distribute a period email newsletter, which provides information on upcoming events and opportunities to interested individuals in the maintained email database.

W immersion tour across the County to introduce key personnel to tourism partners, local stakeholders, and regional attractions. This ensures immediate high-quality outcomes and allows for strategic alignment from

4. Cooperative Promotion and Events

The VCB shall:

- a. Create cooperative Promotion, programs and events, which shall be equally available to local tourism related businesses as appropriate. No preference or preferential treatment shall be given to any business participating in such activities that are funded with Tourist Development Tax revenues, based upon its membership in, or affiliation with, any particular organization.
- b. Provide a monthly report to the TDC of private sector cooperative promotion programs and events including expenditures and revenue. Funds contributed by local tourism related businesses to the cooperative promotion programs and events shall be used to offset costs paid with County Tourist Development Tax revenue funds.

5. Annual Visitors Guide and Quarterly Calendars

- a. Beginning with Fiscal Year 2020, create, print and distribute the annual visitor guide, which includes a comprehensive listing of local accommodations, attractions, restaurants and potential points of interest for tourists, licensed to do business in the County, unless such service provider has requested to be excluded.
- b. Individual locations, venues and activities may be featured in specific content articles and itineraries as appropriate to the Plan. These listings should increase the appeal and utility of the guide, driving further engagement from the reader, and may not be dependent on an organization's request, payment, membership in, or affiliation with, any particular organization.

6. Assemble and Distribute Materials

- a. Assemble and distribute appropriate promotional materials as outlined in the Plan and to individuals and organizations as requested and appropriate.
- b. Complete mailings of annual visitors guide and other promotional materials as outlined in the Plan and as requested by the County's Tourism staff.

7. Tourism Database Management

Maintain and expand the existing database of tourism businesses, promotional points of contact and individuals interested in receiving print and electronic materials.

8. Third Party Contracts for Professional Services.

In accordance with all applicable County rules, policies and procedures, the VCB may procure and contract professional services for advertising, publicity, website development, inquiry fulfillment, social media and other services related to performance of this

Agreement.

9. Reports and Data

Along with the monthly invoice, the VCB shall submit a completed monthly report in the same form and format as the template attached hereto as Exhibit 2.

10. Meetings

a. **TDC Meetings.** The Chairman of the VCB Board of Directors and/or the Executive Director (CEO) of the VCB or designee shall attend all TDC meetings, and provide regular reports of effectiveness and progress in completing the Scope of Services, travel trends, number of impressions generated for various markets and other tourism related information as requested by the TDC in the form and format of the template attached hereto as Exhibit 3, and incorporated herein.

b. **VCB Meetings.** All VCB meetings at which County funded activities are discussed/considered shall be open to the public at an accessible venue, and shall comply with applicable provisions of the Florida Sunshine Law. Notice of such meetings shall be provided to the Tourism and Cultural Development Director on the same day as it is provided to the VCB Board of Directors.

c. **Meetings Upon Request.** Upon request by County officers and staff, and following reasonable notice, the VCB shall be available to attend meetings involving matter including but not limited to performance of the Agreement, County tourism initiatives, the County budget, and proposed state legislation concerning tourism.

ATTACHMENT B VCB PURCHASING PROCEDURES

All vendors must be offered equal specifications and opportunity to submit bids and/or quotations if they are to compete on equal terms.

Competitive Price Quotations & Bids

As outlined below, the VCB may solicit either oral or written quotations from the open market and shall make use of available current vendors' and suppliers' price lists whenever possible.

Purchases under \$3,000.00 are exempt from obtaining competitive quotations except as circumstances may require as determined by the VCB Executive Director

When requesting purchase quotations for items costing more than \$3,000 but less than \$5,000.00, three verbal quotations shall be sufficient, however, suppliers may be required to provide a written quote depending on the complexity of the requirement.

- Quotations for items costing between \$5,000.00 and \$20,000.00 must have a letter of quote prepared by the requester. Dollar limits shall be based upon the total order value, not on a line item basis. Under urgent conditions requiring immediate ordering action to fill VCB requirements, quotations may be solicited orally then followed up with a written request for quotation from the supplier. (In all cases the written requests will be initialed by the VCB Executive Director or a member of the VCB Board in his or her absence.)
- Quotations for items or services exceeding \$50,000 must have a letter of quote prepared by the requester and initialed by the VCB Executive Director and an officer of the VCB Board. Awarding a bid for purchases exceeding \$50,000 will require approval of the VCB Board of Directors. Quotes will specify terms and conditions as well as the total cost of the item(s) or service(s) including all applicable taxes and shipping/ delivery charges. (Electronically transmitted quotes or requests for quotes are considered "written" for this Exhibit.)
- In all the above situations, it is important that each supplier be provided with identical specifications. Failure to adhere to this requirement will cause inequitable results in quotations received from suppliers and cause suppliers to lose faith in the purchasing ethics of the VCB.
- If at least three quotations are not possible, the VCB will make a notation on the quote request stating reasons for inability to obtain sufficient quotes, such notation will be initialed by the VCB Executive Director and a member of the VCB Board. Any supplier responding with a statement of no quote will be documented.
- The purchase of advertising media in all forms will be considered "sole source" based on the unique characteristics of a publication's readers, broadcast's or other medium's audience or media reach, and will be exempt from these policies. Other exempt sole source purchases are those items, programs or services that are unique and have no comparable item, program or service in the marketplace.
- All requests for purchases or contracts, except as provided below, shall be advertised for sealed bids when the sum is in excess of the bid limit (\$75,000.00).

Sealed Bid Development

Formal sealed bid invitations (\$75,000.00 and up) will normally be conveyed to interested vendors by advertising the bid (Notice to Bidders) in a local newspaper or specialized publication by legal advertisement. Additionally, the advertisement will be posted electronically on the Web. Electronic advertising may be used alone or in conjunction with the legal notice.

Bid documents should not be made available to prospective bidders before the first publishing of the legal notice. (The posting electronically of the bid advertising (Notice to Bidders) constitutes a publishing).

Sealed Bid Advertisements

The VCB will be responsible for publishing a Request For Proposals or a Request For Qualifications in the case of professional services, submitting the legal advertisements inviting bids and requesting legal notice from the newspaper or a screen print of a web page for each date advertisement is published.

- A Legal Notice-Advertisement for Sealed Bids will be placed once each week for at least two weeks prior to the bid opening date, in a local newspaper of general paid circulation or electronically as noted in the previous section, o The advertisement will contain a general description of the equipment, supplies, or services to be procured, state where specifications may be obtained, time and date of bid opening and other information as needed in the bid requirements.

- o The VCB shall be responsible for documenting evidence of advertising in any format.

County Asset Property Item:

Equipment or other tangible personal property of a non-consumable nature purchased with public sector funds, the value of which is \$1,000.00 or more, and normal expected life of which is one year or more must carry a St. Johns County Property Tag and number and be available for inventory at anytime by the Clerk of The Court.

Amendments/Changes to Contracts or Agreements After Award

The VCB Executive Director may authorize changes/amendments for goods and/or services within the overall scope of the project of up to a cumulative amount of twenty percent (20%) or Fifty Thousand Dollars (\$50,000.00) above the original contract, whichever is higher. Any change with a dollar value exceeding \$50,000 or 20% will require approval by the VCB Board of Directors.

If the change is outside the scope of the original project or procurement and other vendors could reasonably be assumed to provide those additional services more efficiently than the current contract holder, a new invitation for bid must be issued unless bidding would cause a significant delay or other adverse impact on the project. To avoid unnecessary delay, the VCB may coordinate a change order with the existing contractor provided the existing contractor is qualified and available to perform on the new project, or is capable of securing the services of a qualified subcontractor.

Contract Requirements

The formal written agreement between a vendor or consultant and the VCB Board constitutes a contract for purchasing purposes. All contracts for goods or services for the VCB shall be solely between the VCB and the vendor. The successful bidder/proposer shall indemnify and hold St. Johns County harmless against all loss, damage, or expense for reason of injury to person or property arising out of the use of or activities on any said premises by the successful bidder/proposer, its agents, representatives, contractors, subcontractors, or employees.

Specifications Development

In considering and developing specifications, it must always be remembered that expenditures are derived from public sources therefore, the general policy of purchasing good standard grades of merchandise that will represent an optimum of quality, price and provide a satisfactory level of service will be considered.

- Bids and quotations should be based on concise but adequate specifications. Specifications should be composed of features and designs that will satisfy the requirements of the VCB and done in a manner most advantageous to the mission of bringing more visitors to St Johns County.
- Typically, the use of or request for brand name products will not be acceptable. It will be the responsibility of the bidder to convince the specifier that a particular product is equal for the intended use of the item on a particular requirement or project.
- Avoid non-essential quality restrictions that add to cost and difficulty in procurement without adding to utility and value. Avoid specific requirements that will restrict competition.
- Once an invitation to bid (Notice to Bidders) has been advertised, no changes in the specifications can be made, unless an addendum is issued and all known bidders are notified.
- When possible, addendums will not be issued later than 7 days prior to bid opening. Any addendum should instruct the bidder to acknowledge receipt of addendum.
- Once a decision has been reached on the specifications, all bids being evaluated must be based upon these same specifications and no bidder has a right to substitute other specifications or provide alternate items for those contained in the bid.

Procedures Concerning Lobbying.

Bidders, proposers, and those intending to qualify must abide by the following requirements: A lobbying blackout period begins upon issuance of the bid solicitation, request for proposal, request for qualifications, and continues until the VCB executes a contract.

Bidders or proposers who do not abide by these rules are subject to having their Bid or Proposal or Qualifications automatically rejected, without further recourse, and shall be subject to debarment for periods up to 12 months. "Blackout" for the purposes of this policy refers to a time period during which vendors, contractors, consultants, or their agents or representatives may not communicate or lobby in any manner with VCB Board members, or staff, other than the designated VCB staff member(s), or designated purchasing agent. The blackout period begins once an

invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued. Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Immaterial or minor deviations that will not alter a bidder's position with respect to receiving the award may be waived. These deviations may be clarified with the bidder or bidders if required to allow the VCB to understand the bid. Illustrative examples included:

- > Failure to provide a certificate of affidavit with the bid.
- Failure to submit required proof of financial responsibility with the bid. ➤ Failure to submit requested brochures or catalogs with the bid.

An award will be made to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the bid documents. A cost analysis or a price analysis, as appropriate, shall be conducted by the VCB prior to the awarding of bids.

Bids may not be withdrawn for the time period as specified in the "Notice to Bidders" in the specifications.

Evaluation Team

An Evaluation Team will be established in accordance with this Section for contracts of services in excess of \$100,000. (There is no reasonable expectation that a physical purchase of goods will meet or exceed \$100,000.)

- The Evaluation Team will have as a minimum, three members. At least one officer of the VCB Board of Directors will serve on each Evaluation Team.
- The meeting of each Evaluation Team is a public meeting subject to Florida's Sunshine Law. Reasonable notice of the date, time, and place of the meeting must be given, and the meeting must be held in a place accessible to the public. Minutes of the meeting shall be taken and maintained in the procurement file. Committee members shall return the evaluation forms and other material considered in the evaluation for the procurement file.
- The Evaluation Team shall rank the proposers and conduct interviews of vendors submitting proposals in accordance with the specifications for the RFP/RFQ. Each direct contract that is anticipated to cost more than \$100,000.00 in the fiscal year as opposed to one made by a qualified contractor of the VCB, when the contract is made pursuant to an RFP or RFQ, shall require a ranking and interview of the top three proposers as determined by the Evaluation Team. Following the interviews, the Evaluation Team shall compile the final rankings of the top three proposers based upon the total scoring, which will at that time include a score for the interview. Presentations and interviews will comply with and are subject to the Sunshine Law, and are open meetings.
- The Evaluation Team leader will cause the tally sheets for each RFP and RFQ to be available in the offices of the VCB.
- An evaluation process will be used by the Team in assessing and ranking proposals for all competitive negotiations. Selection criteria and the corresponding point score or rating assigned to each, criterion, and any minimum score required for proposals to be considered

- acceptable, should be provided in the RFP/RFQ specifications if possible. Otherwise, a general weighting of the selection criteria will be included in the RFP/RFQ.
- The evaluation criteria will reflect generic or project-specific indicators. Proposal evaluation criteria and the evaluation scoring system will be used objectively and consistently in assessing each proposal received.
 - No member of the Evaluation Team shall have contact with any bidder or proposer, or representative, in any capacity, of any bidder or proposer during the "blackout" period. ➤ Each member of the Evaluation Team will be provided a copy of each proposal received along with the corresponding RFP or RFQ specifications. The team members then assess and individually score/rate each proposal using the evaluation criteria or maximum point rating system established prior to the receipt of proposals.
 - The VCB Chairman of the Board will sign an affidavit attesting to the procedure being followed.

**ATTACHMENT C
(FISCAL YEAR 2019 PAYMENT SCHEDULE OF ANNUAL CONTACT PRICE)**

Invoice Date	Payment Due
	\$500,000*
October 15, 2018:	\$475,000
November 15, 2018:	\$450,000
December 15, 2019:	\$425,000
January 15, 2019:	\$400,000
February March 15, 2019:	\$400,000
March 15, 2019:	\$400,000
April 15, 2019:	\$400,000
May 15, 2019:	\$400,000
June 15, 2019:	\$400,000
July 15, 2019:	\$400,000
August 15, 2019:	<u>\$384,342</u>
 Total:	 \$5,034,342

*Initial payment made in advance prior to invoicing.

ST. AUGUSTINE  PONTE VEDRA
 FLORIDA'S HISTORIC COAST®

**EXHIBIT 1
 (INVOICE TEMPLATE)**



St. Johns County Visitors and Convention Bureau
 29 Old Mission Avenue
 St. Augustine, FL 32084
 (904) 209-4421

INVOICE

Bill To:
 St. Johns County, Tourism Development Department
 500 San Sebastian View
 St. Augustine, FL 32084

Invoice No.: _____
Invoice Date: _____

Item	Description	Amount	
<u>(name of month)</u> Installment	Monthly installment for professional tourism promotional services as established by contract	\$ _____	
	Total	\$ _____	
	Balance Due	\$ _____	

**EXHIBIT 2
(MONTHLY REPORT TEMPLATE)**

**St. Johns Visitor and Convention Bureau
(name of month and year) Monthly Report**

Purchased Data Reports

This section should include the name of the report and the month of the publication.

Reports are to be provided electronically to the Tourism and Cultural Development Director as part of this monthly report

Example:

- *October 2018 Smith Travel Research Report*
- *Fourth quarter 2018 Visa Vue International Report*

Creative Concept

Include any work done or information updates on action taken or planned to review, revise, improve, or modify the creative concept. Examples may include revisions to ads, logos, etc. or one-time projects such as a significant photo shoot.

Media Planning and Buying

Provide a breakdown of purchased media including details such as type of media, type of advertisement, publication in which advertisement ran, target market and anticipated impact. The information should be organized by the below including sub-headings and an example of submissions are included for each.

Digital

Example:

- *Banners and other display units carried family/beach messaging generating 10,250,000 imps*
- *In Feed and carousel ads carried beach/culinary/attractions messaging generating 550,000 imps*

Print

Example:

- *Full page ads ran in four regional lifestyle magazines, Southern Travel, East Coast Magazine, Southern Living and Southern Lifestyle, with culinary/nightlife messaging generating 65,000 imps*

Broadcast

Example:

- *TV spots ran on two stations in Orlando and one station in Atlanta with family/beach messaging generating 770,000 imps*
- *Radio spots ran on three stations in Jacksonville, four stations in Orlando and three stations in Atlanta with family/beach messaging generating 115,000 imps*

Outdoor

Example:

- *Six outdoor boards ran in locations on I-95 from south Georgia to Daytona with a variety of destination experience messaging generating 2,150,000 imps*

Search Engine Marketing (SEM)

Example:

- *55 search terms on Google generated 692,292 imps and 32,000 conversions*
- *47 search terms on Bing generated 564,045 imps and 23,000 conversions*

Cooperative Promotion Activities:

Detail cooperative promotion opportunities run during the month of reporting. Include information on the advertisement type, publication in which the advertisement ran, target audience and participating organizations. An example is provided below.

Example:

- *Three newspaper ads focusing on fine dining in the Ponte Vedra Area, ran in three Jacksonville publications. The ads carried 12 participants, (list the participants) who spent a total of \$3,600, VCB spend was \$9,000; generated 200,000 imps*
- *Two emails were sent to 500 meeting planners in the state of Florida. The email highlighted offering of six participating businesses (list the participants) who spent a total of \$1,500, VCB spend was \$4,000*
- *Four carousel ads focusing on family friendly travel which targeted millennial travelers with 12 participants (list the participants) who spent \$3,600, VCB spend was \$3,600; generating 52,000 imps*

Sales and Promotion Activities

Detail sales and promotion actions taken by VCB staff in each of the below subheadings. Examples of submissions are included below.

Websites/Blogs

Example:

The VCB hosted 3 food bloggers from Food4U.com and Foodietoday.com who were interested in writing about unique local cuisine. The bloggers were here for three days and visited a variety of restaurants in the St. Augustine and St. Augustine Beach areas.

Print

Example:

- *VCB staff coordinated with writers in from Atlanta and Chicago newspapers who may run articles on Ponte Vedra and St. Augustine - one on culinary experiences and one on LGBT friendly B&Bs generating 150,200 imps*

Broadcast

Example:

- *Hosted three syndicated TV producers from CBS for four days who are considering producing a television special on St. Augustine haunted sites for a possible 120,000 imps. While here the TV producers visited local historic sites that are rumored to be haunted.*

Shows or Meetings Attended

Example:

- *Worked two corporate meeting planner shows in Orlando with an estimated attendance of 400*
- *Worked one Bridal show in Atlanta with an estimated attendance of 500*
- *Worked one military travel exposition in Jacksonville with an estimated attendance of 650*

Leads and Room Night Values

Example:

- *Processed to stakeholders 17 leads (3 for destination weddings, 10 for business conferences, 4 for large scale family/religious events) with estimated 2,000 room nights*

Solicitations Initiated

Example:

- *32 solicitations of travel agents, SMERF meeting planners and association planners located in Orlando, Miami, Atlanta and Albany New York were executed by the sales*

team. The solicitation was for small conferences and highlighted the family friendly amenities.

Group Closing Proposals

Example: Group closing proposal worth \$2,000 was tendered for a prospective Fall 2019 meeting at Sawgrass Marriot valued at \$95,000 in room revenue

- *Group closing proposal worth \$1,200 was tendered for a prospective Summer 2020 conference at the Renaissance Resort with an estimated value of \$106,000 in room revenue*

eNewsletters

Example:

- *Two newsletters highlighting dining and events during Easy Season 2019 were sent to 130,000 consumer subscribers resulting in 26,000 opened*

Targeted Emailings

Example:

- *One email was sent to 4,500 travel agents with destination education messaging*
- *One email was sent to 20 tour operators and travel wholesalers in the UK with destination education messaging*

Collateral Fulfillment

Example:

- *7,200 Travel Planners and 175 Celebrate Guides were mailed to prospects in Orlando, Miami, Tampa and numerous locations in Georgia and South Carolina*

Business to Business Tourism Promotion

Detail business to business promotion activities completed by VCB staff. Examples of submissions are included below.

Example:

- *Two sweepstakes promotions were initiated with TV stations in Orlando and Tampa targeting their viewing audiences generating an estimated 154,000 imps*
- *Four leveraged radio promotions were conducted in Miami, Jacksonville and Tampa targeting their listening audiences generating an estimated 42,000 imps*
- *Working with ten local restaurants to provide discounted food vending at a fall culinary festival in Ponte Vedra Beach targeting consumers*

Digital and Online Content Management

Web Development

Example:

- *Work continues on redesign of primary destination web site*
- *Stakeholder web site was completed and tested*
- *79,000 unique visitors used the destination web site*

Social Media

Example:

- *Posted and boosted 19 stories on Facebook, Instagram and Twitter relating to family/beach/music/culinary experiences generating 75,000 imps*
- *Responded to 35 questions and comments on VCB social sites*

Budget Status

Provide a summary of total dollars spent through the close of the prior month with a breakdown of promotion spend vs. overhead spend. An example submission is included below.

Example:

- *\$3,740,000 or 75% of the FY2019 budget has been spent through June*
- *\$2,879,800 on destination marketing expenses and \$860,200 on administration expenses*

EXHIBIT 3
(EXAMPLE OF MONTHLY REPORT TO TDC)


**ST. AUGUSTINE
PONTE VEDRA**
FLORIDA'S HISTORIC COAST®

**VCB Report to the
Tourism Development Council
August 20, 2018**

**Smith Travel Research
June 2018**

Occupancy (%)	FY 2018			Running 12 Months		
	Apr	May	Jun	2016	2017	2018
This Year	74.2	64.6	69.0	65.2	65.6	67.0
Last Year	72.8	46.2	69.5	65.9	66.2	66.5
Percent Change	1.9	-1.1	0.7	2.0	0.6	3.1

ADR	FY 2018			Running 12 Months		
	Apr	May	Jun	2016	2017	2018
This Year	154.48	163.94	141.91	125.78	131.99	140.32
Last Year	154.23	152.44	143.95	124.32	126.78	131.99
Percent Change	0.8	4.2	6.9	3.5	2.5	6.3

RevPAR	FY 2018			Running 12 Months		
	Apr	May	Jun	2016	2017	2018
This Year	114.57	105.00	96.50	83.94	85.57	94.08
Last Year	106.23	102.65	87.80	79.57	83.54	85.07
Percent Change	8.9	2.1	9.9	5.8	3.1	9.6

Supply	FY 2018			Running 12 Months		
	Apr	May	Jun	2016	2017	2018
This Year	177,630	183,551	177,630	2,051,247	2,126,248	2,157,899
Last Year	178,870	182,598	178,975	2,042,754	2,091,247	2,126,248
Percent Change	0.5	0.5	0.5	1.4	3.7	1.5

Demand	FY 2018			Running 12 Months		
	Apr	May	Jun	2016	2017	2018
This Year	131,748	118,534	120,793	1,337,059	1,394,580	1,459,095
Last Year	128,690	118,238	115,956	1,398,391	1,437,085	1,484,582
Percent Change	2.5	-0.6	4.3	-3.4	4.3	4.6

Revenue	FY 2018			Running 12 Months		
	Apr	May	Jun	2016	2017	2018
This Year	20,351,891	19,420,146	17,141,822	171,191,002	184,066,102	204,730,256
Last Year	18,591,708	18,740,961	15,811,862	161,037,851	172,191,602	184,066,102
Percent Change	9.5	3.6	10.5	6.9	6.9	11.2

Source: STR, Inc. Reproduction or other re-use of this data without the express written permission of STR is strictly prohibited.

Smith Travel Research
June 2018

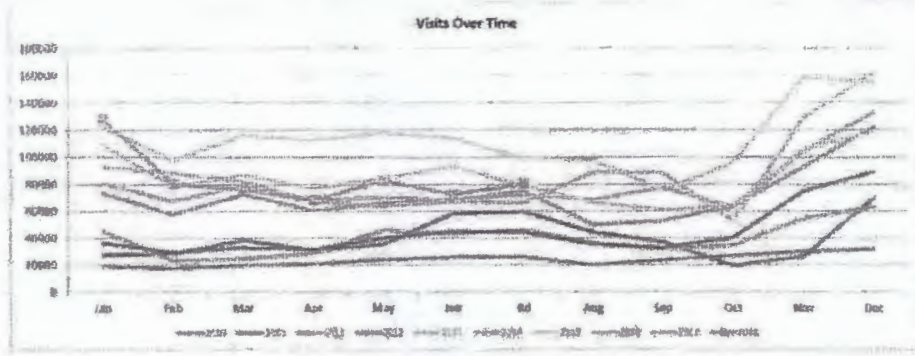
Current Month June 2018 vs June 2017						
	Occ % ADR		Percent Change from June 2017			
	2018	2017	Occ	ADR	RevPAR	Room Rev
Hillsborough County, FL	73.5	111.44	0.5	3.1	3.6	5.7
Nassau County, FL	80.8	233.50	-2.1	5.6	3.3	3.3
Pinellas County, FL	75.3	143.64	4.9	5.7	10.9	14.1
St Johns County, FL	66.0	141.91	3.7	5.9	9.9	10.5
Charleston, SC	83.6	153.24	0.9	2.6	3.6	8.9
Jacksonville, FL	73.9	116.86	9.1	5.3	8.5	8.8
Myrtle Beach, SC	83.2	180.10	10.0	1.8	12.0	12.9
Orlando, FL	83.3	127.86	6.1	10.2	16.9	19.0
Sarasota-Bradenton, FL	67.8	125.00	-0.4	-1.5	-1.9	5.2
Savannah, GA	80.3	127.10	2.2	6.4	8.8	11.3
Fort Walton Beach, FL	82.4	219.60	4.3	4.4	8.9	9.9
Daytona Beach, FL	73.0	119.23	7.0	-0.8	6.1	10.7
Zip Code 32084+	69.1	128.88	0.5	1.1	1.6	1.8
Zip Code 32080+	74.0	141.73	6.9	1.8	8.6	11.2
Zip Code 32092+	65.7	97.69	10.6	3.6	14.8	15.2

Source: STR, Inc. Republication or other re-use of this data without the express written permission of STR is strictly prohibited.

Bed Tax Collections

June (Net Collections)	\$ 1,145,753	26%
YTD Net Collections June	\$ 8,517,102	14%
YTD Collections by Area		
Anastasia Island and St. Augustine Beach (32080)	42%	31%
Ponte Vedra Beach (32082)	20%	23%
St. Augustine, Vilano and North Beach (32084)	30%	36%
St. Augustine Shores/South/207 (32086)	1%	1%
World Golf Village and west of I-95 (32092)	6%	7%
I-95&SR 16/Palencia (32095)	0.1%	1%
Other	0.3%	0.5%

Website Dashboard



80,125 Visitors to the Site July

-13%

997,431 Visitors to the Site FYTD

-11%

VIC Visitation July 2018

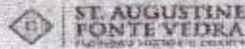
SJCC - PVSD Visitor & Information Center						
	July 2018	July 2017	% of Total Visitors	FYTD 2018	FYTD 2017	Total FY 2017
Total Visitors	166	136	0.22%	768	694	687
City of St. Augustine Downtown Visitors Center						
	July 2018	July 2017	% of Total Visitors	FYTD 2018	FYTD 2017	Total FY 2017
Total Visitors	48,236	50,913	87%	421,086	445,996	817,994
St. Augustine Beach Visitors Center						
	July 2018	July 2017	% of Total Visitors	FYTD 2018	FYTD 2017	Total FY 2017
Total Visitors	5,246	4,738	10%	45,792	41,277	42,712
Jacksonville Airport Visitor Information Center						
	July 2018	July 2017	% of Total Visitors	FYTD 2018	FYTD 2017	Total FY 2017
Total Visitors	1,844	985	3%	10,127	9,218	16,663
Total Inquiries at Visitors Centers						
	July 2018	July 2017	% of Total	FYTD 2018	FYTD 2017	Total FY 2017
Total Visitors	56,182	55,814	100%	477,742	496,691	672,236

Departmental Reports



Social Media July 2018

Social Media		YOY Change
Facebook		
Fans added in July	579	
Total Facebook Fans	492,376	5%
Facebook Impressions	2,176,821	
Engagement Rate	13.3%	
Reach	737,593	
Twitter		
Twitter Followers	11,708	14%
Twitter Impressions	106,932	
Instagram		
Instagram Followers	13,111	22%
Instagram Impressions	275,331	
YouTube		
Views To Date	279,428	16%



* Changes in Facebook's algorithm continues to impact followers, reach, impressions and engagement

Communications Summary

	July	FYTD	FYTD 17	
Total Impressions	275,397,412	13,411,130,908	17,659,657,521	-24%
VCB Initiated Stories <i>In publication or broadcasted</i>	357	5,039	3,092	63%

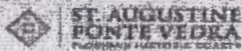


Sales Measurement Summary

	July	Monthly %		YTD %	
		Actual vs Goal	YTD	Actual vs Goal	YTD
Solicitation Emails/Calls	204	0%	1,707	5%	
Total Leads Distributed	41	8%	289	-14%	
Lead Room Nights	14,649	140%	88,068	30%	

	4th Quarter	Quarterly %		YTD %	
		Actual vs Goal	YTD	Actual vs Goal	YTD
Wholesale Room Nights	225	-99%	90,033	-25%	

***Wholesale Room Nights are reported quarterly.*



Promotions

EASY SEASON® 2018 RADIO PROMOTIONS

- Launched 23 Easy Season 2018 radio promotions for Atlanta, Gainesville, Jacksonville, Orlando, Tampa, & West Palm Beach markets.
 - Staggered run dates from July 30th to September 10th
 - Media partners include Beasley, Cox, Cumulus, Dix, Entercom, iHeart, & Renda

EASY SEASON & FALL 2018 TV PROMOTIONS

- Launched four (4) Easy Season 2018 TV promotions for Charleston, Macon, Savannah, & Tallahassee. Run dates from July 30th to August 10th
- Developed Local Discovery Florida TV segment targeting Gainesville, Tallahassee, & Valdosta markets (4 minute segment to run for 16 weeks with Easy Season sweepstakes kick-off)
- Media partner is Sinclair Broadcasting Group

VIAAIR & ELITE AIRWAYS PROMOTIONS

- Finalizing four (4) ViaAir promotions for the Charlotte market (iHeart Media Group is the partner). Run dates from September 10-17th
- Developed a promotional package for Elite Airways/Rochester International Airport to promote at Rochester, MN's "First and 3rd Summer Market & Music Festival" on August 23rd



Florida's First Coast of Golf June 2018

	Jun-18	Jun-17	% Change
Rooms	2,022	1,853	9%
Rounds	4,758	4,360	9%

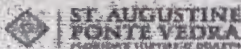
	2018 YTD	2017 YTD	% Change
Rooms	13,094	13,315	-2%
Rounds	30,810	31,330	-2%

	2018	2017	Change
Precipitation	0.48	3.92	-3.44

	2018	2017	% Change
Temperature (Avg High)	82	85	(3)

Website Traffic

	Jun-18	Jun-17	% Change
	2,802	3,845	-23%
	2018 YTD	2017 YTD	% Change
	45,955	25,369	81%



CEO's Comments

- June lodging metrics were up across the board: Occupancy +3.7%, ADR +5.9%, RevPAR +9.9%, Demand +4.3% and Revenue +10.5%
- Attractions Report that June was down slightly, -4.0% though YTD attendance is up 2.2%
- 23 Radio and four TV Promotions featuring *Easy Season®* : late July – mid Sept,
- Four ViaAir radio promotions in Charlotte during September
- Sales, Promotion and PR programs with NFRA in support of Elite Airways non-stop jet service between NFRA and Rochester, MN
- Work is ongoing for event(s) in May 2019 to mitigate the impact of PLAYERS Championship move to March
- New website and eCRM agency, Tempest began August 1
- RFPs for Hispanic marketing agency and Fulfillment/Call Center are underway



Highlights

- Lodging good growth: June Occ +3.7% ADR +5.9% RevPAR +9.9% Sup +0.5% Demand +4.3%
- Attractions Report that June was down slightly, -4.0% though YTD attendance is up 2.2%
- June web site visits -19% page views -20% property profile views -17% due to pause in SEM with agency transition
- June Visitor Info Centers traffic: -1% YOY
- July Sales: Lead rm nts 14,649, 140% of goal; wholesale rm nts - still reporting for 4Q
- July Publicity: Initiated stories FYTD 5,039 +63% to YTD goal
- July Social Media: 517,195 fans & followers, 2.8 million impressions
- 27 broadcast promotions to support *Easy Season®* including SOL Music Festival
- Sales, Promotion and PR program to support Elite Airways non-stop jet service developed for Rochester, MN
- New website and eCRM agency, Tempest began August 1
- RFPs for Hispanic agency and Fulfillment/Call Center vendor are underway



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ST. JOHNS COUNTY, FLORIDA AND THE VCB
OCT 2023 DESTINATION MARKETING CORE SERVICES AGREEMENT

Master Contract No: 23-MAS-STJ-18737

THIS AGREEMENT, ("Agreement"), is made as of this 5th day of October, 2023, by and between St. Johns County, ("County"), a political subdivision of the State of Florida whose principal offices are located at 500 San Sebastian View, St. Augustine, Florida 32084, and St. Johns Visitors and Convention Bureau, ("VCB"), a not-for-profit corporation authorized to do business in the State of Florida, whose primary business address is 29 Old Mission Avenue, St. Augustine, Florida 32084. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE 1 CONTRACT DOCUMENTS

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Fully Executed Amendments to this Agreement;
- b) This Fully Executed Agreement along with all Exhibits and Attachments hereto:
 - i) Exhibit A – Scope of Services
 - ii) Exhibit B – Payment Schedule
 - iii) Exhibit C – Invoice Template
 - iv) Exhibit D – Monthly Report Template
- c) Insurance furnished by VCB meeting the requirements of Article XII

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. In interpreting the Agreement and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above unless expressly stated to the contrary.

1.1.3 VCB is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. VCB shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which VCB may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the County or the Project Manager of the Contract Documents or Submittals shall not relieve any such approval by evidence of VCB's compliance with the Contract. By the execution hereof, VCB acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that VCB has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.1.4 Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the VCB and the County. Should VCB have any questions concerning interpretation or clarification of the Contract Documents, VCB shall submit to the County's Project Manager, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the VCB within ten (10) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager shall render a determination concerning such interpretation or clarification, which shall be considered final and conclusive unless VCB files a written protest within fourteen (14) calendar days of receipt thereof. VCB's protest shall be submitted to the Assistant Director of Purchasing & Contracts, and shall state clearly and in detail the basis thereof. Failure by the VCB to protest the County Project Manager's rendered determination within the timeframe above, shall constitute a waiver by the VCB of all its rights to further protest, judicial, or otherwise. The Assistant Director of Purchasing & Contracts shall consider the VCB's protest and shall render a decision thereon, in writing, within ten (10) calendar days. If VCB does not agree with the determination of the Assistant Director of Purchasing & Contracts, the VCB shall deliver written notice to that effect to the County within ten (10) business days of receipt of the determination by the Assistant Director of Purchasing & Contracts.

1.1.5 Unless otherwise directed in writing, VCB shall at all times carry on with the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve VCB from its obligation to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.6 Any and all Contract Documents shall remain the property of the County. VCB is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. VCB shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall VCB and/or its subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

ARTICLE 2 NON-EXCLUSIVE AGREEMENT

VCB has no exclusive right to provide the Services required within this Agreement. The County may at its sole discretion contract with others to perform the same duties or any part of the Services.

ARTICLE 3 DEFINITIONS

3.1 Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Contract shall govern over definition of terms provided in the St. Johns County Purchasing Policy.

3.1.1 Administrative Overhead Expenses: Those operational costs, not involved in the development or production of specific goods or services, which are incurred daily. Examples include but are not limited to VCB payroll (salaries, wages, commissions, bonuses, benefits and insurance), storage fees, office space rental/lease payments, office equipment, supplies, utilities, telephone and internet costs, membership fees and janitorial services.

3.1.2 Amendment: A document providing the written modifications to a previously issued Contract, adding, revising, replacing, or removing terms and conditions or provisions of the Contract.

3.1.3 Annual Contract Price: The maximum amount available as compensation and reimbursement for expenses to the VCB during each Fiscal Year of the Term of this Agreement.

3.1.4 Annual Promotion Plan: The annual plan prepared and submitted by the VCB, which clearly outlines the strategies and programs designed to increase tourist-related activities within the County during the subsequent year.

3.1.5 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Agreement.

3.1.6 Board: The St. Johns County Board of County Commissioners.

3.1.7 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

3.1.8 County: St. Johns County, a political subdivision of the State of Florida.

3.1.9 Fiscal Year: The period beginning October 1st and continuing through September 30th.

3.1.10 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the VCB and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

3.1.11 Promotion: Marketing, advertising or other programs designed to increase tourist-related business activities as described in § 125.0104(3)(a), F.S.

3.1.12 Services: The work described in the Contract Documents or a subsequently issued Contract Amendment, which the VCB is obligated to perform, in accordance with this Contract.

3.1.13 Sub-Contractor: Any entity or individual engaged by VCB to provide Services to the County for which VCB is contractually obligated, responsible, and liable to provide and perform under this Agreement.

3.1.14 **Tourist:** A person who participates in trade or recreation activities outside of the County of his or her permanent residence or who rents or leases transient accommodations as described in § 125.0104(3)(a), F.S.

3.1.15 **Tourist Development Council:** The advisory council established by the Board in accordance with § 125.0104(4)(e), F.S. hereinafter referred to as "TDC".

3.1.16 **TDT:** Local Option Tourism Development Tax.

3.1.17 **Tourist Development Plan:** The County's plan for tourist development as provided in § 125.0104(4), F.S.

ARTICLE 4 AGREEMENT TERM

This Agreement shall become effective on October 1, 2023, and shall remain in effect for a period of five (5) calendar years, through and until September 30, 2028 ("Contract Term"), unless earlier terminated. The County and the VCB may only renew this Agreement in whole or in part upon written Amendment, with prior approval by the Board. The terms of any such renewal shall be determined by written Amendment.

ARTICLE 5 TERMINATION

5.1.1 The County or VCB may terminate this Agreement, in whole or in part, for its convenience upon ninety (90) calendar days written notice to the other Party. In such event, VCB will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the County's notice. VCB shall not be entitled to compensation or profit for Services not performed.

5.1.2 The County may terminate this Agreement, in whole or in part, for cause. In the event the VCB fails to fulfill any of the responsibilities and obligations provided in this Agreement, the County shall issue a Notice of Default, articulating the issues where the VCB is in default, and providing a timeframe in which the VCB is required to cure, or provide a sufficient plan for curing the default, as determined by the County. In the event the VCB fails to cure, or provide a sufficient plan to cure, as determined by the County, the issues of default articulated in the Notice of Default, the County shall terminate this Agreement for cause, with fourteen (14) days' written notice to the VCB, and may, at the County's sole discretion, take over and prosecute the Services to completion. In such case, VCB shall be liable to the County for reasonable additional costs incurred by the County in completing the Services.

5.1.3 Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the VCB shall:

- (1) Stop performance of all Services on the date and to the extent specified in the notice of termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the County; and
- (4) Continue and complete all parts of the Services that have not been terminated.

5.1.4 In the event VCB changes names, merges with another company, becomes a subsidiary, or makes any other substantial change in structure or in principals, the County reserves the right to terminate this Agreement subject to the terms described above.

5.1.5 The rights and remedies of the County provided in this Section 5.1 are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE 6 SCOPE OF SERVICES

The VCB shall use all reasonable efforts to (1) perform all tasks included in the Scope of Services, attached hereto as Exhibit A and incorporated herein; (2) perform any duties or obligations arising from the Scope of Services or as described elsewhere in this Agreement; and (3) timely deliver the reports and other deliverables included within the Scope of Services.

ARTICLE 7 CONTRACT PRICE AND PAYMENT

7.1 The County agrees to pay, and the VCB agrees to accept for Services performed pursuant to this Agreement, an Annual Contract Price not to exceed a maximum amount of three million thirteen thousand seventy-one dollars

(\$3,013,071.00), during the first Fiscal Year of the Agreement Term (October 1, 2023 through September 30, 2024). For each subsequent Fiscal Year, throughout the duration of the Contract Term, the Annual Contract Price shall be adjusted to an amount as determined by the County during its annual budget planning cycle, but shall in no instance exceed the projected net value allocated to the Destination Marketing Category described in the County's Tourist Development Plan (as amended from time to time). Such changes to the Annual Contract Price shall be captured by written Amendment and executed by the Parties.

7.1.1 At least thirty percent (30%) of the Annual Contract Price shall be used for the development or production of specific goods or services associated with promotion, product development and sales initiatives intended to increase the economic impact of tourism in the County.

7.2 The Annual Contract Price shall include any and all amounts, charges, fees, costs, and reimbursable expenses associated with performing the Services provided herein on Exhibit A. The Annual Contract Price shall be subject to any amounts designated as reserve funds and/or indirect administrative costs pursuant to all local, state and federal rules, regulations, ordinances and laws.

a. To the extent that the VCB is not in breach of this Agreement, the County will pay the VCB the Annual Contract Price according to the Payment Schedule provided in Exhibit B, attached hereto.

(1) No additional or advanced payments beyond each monthly installment shall be made by the County unless authorized by the Board.

b. It is expressly noted that the County will compensate the VCB from only those tax revenue sources that are legally available and appropriated annually to fund Promotion in the County's adopted budget.

c. It is expressly understood that the VCB is not entitled to any amount of compensation set forth in this Agreement. Rather, the VCB's compensation is based upon the VCB's satisfactory performance of all Services and delivery of all work product and deliverables stated herein. No payment by the County shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by the VCB of any of the terms of this Agreement.

7.3 On or before the 15th day of each month, throughout the duration of this Agreement, the VCB shall submit an invoice to the County using the invoice form attached hereto as Exhibit 1. Along with each invoice, the VCB shall submit a detailed report in the form and format as attached hereto as Exhibit 2. Each monthly report shall detail the work accomplished in connection with the Scope of Services. The County may, at its sole discretion, request additional information and/or documentation necessary to appropriately verify the submitted invoice for payment.

7.4 Unless otherwise notified, invoices shall be submitted to:

St. Johns County Tourism & Cultural Development
 ATTN: TDC Director
 500 San Sebastian View
 St. Augustine, FL 32084
 Email: tmeeks@sjctdc.com

7.4 In the event the County determines a submitted invoice is incorrect, or invalid, the County shall notify the VCB, and the timeframe for payment shall be extended accordingly. Payment by the county shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70-218.74, Florida Statutes).

7.5 The VCB shall promptly pay any and all valid invoices from Sub-Contractors, for costs and expenses associated with performance of services pursuant to this Agreement. Failure by the VCB to appropriately pay invoices related to services specified under this Agreement, may result in withheld payment by the County.

7.6 The County may decline to make payment, may withhold funds otherwise payable, and, if necessary, may demand return of some or all of the amounts previously paid to the VCB for any costs or expenses that the County incurs or

reasonably expects to incur as a result of the VCB's failure to comply with the requirements of this Agreement, or as a result of the VCB's failure to pay Sub-Contractors.

ARTICLE 8 AVAILABILITY OF COUNTY FUNDS

It is hereby expressly understood by the parties that the County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds (in the form of tax revenue proceeds or otherwise) in any given County Fiscal Year. Moreover, it is expressly noted that the VCB cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 9 PURCHASING PROCEDURES

In performance of this Agreement, the VCB shall abide by and follow the requirements of St. Johns County Purchasing Policy ("Policy"), in the purchase of any goods or services from third-party Sub-Contractors and Suppliers. The Policy is subject to change, at the sole discretion of the County, from time to time, and the County shall provide written notice to the VCB of such changes. Upon receipt of such notification the VCB shall be responsible for adjusting processes for the purchase of goods and services in order to comply with the requirements of the updated Policy.

ARTICLE 10 OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

10.1 Ownership of Work Product

All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, calculations, maps, sketches, notes and notebooks, reports, memoranda of every description, studies, findings, recommendations, proposals, brochures, reference books, promotion materials, data, source codes, models, samples, surveys, drawings, renderings, designs, specifications, tracings, electronic software, and other results of the Services), first developed, produced or reduced to practice by the VCB, or a Sub-Contractor, or otherwise purchased under this Agreement, or at the County's expense ("Work Product"), shall be and remains the County's property upon creation. At the County's request, VCB shall provide the County with copies of supporting computations, analyses, sketches, or similar items pertaining to the Work Product.

10.1.2 The VCB may not reuse Work Product developed under this Agreement without express written permission of the County. The County may, at its option, reproduce and reuse Work Product, in whole or in part, and VCB agrees to such reuse in accordance with this provision. Such use of Work Product by the County shall not entitle the VCB to any additional compensation.

10.1.3 In addition to the Work Product described in Section 10.1 above, any and all furnishings, expendable equipment, operational supplies and other items purchased or otherwise secured with Tourist Development Tax revenues, shall become the property of the County.

10.2 Confidentiality

Subject to Chapter 119, Florida Statutes (Public Records Law), VCB shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order.

ARTICLE 11 ANNUAL EVALUATION

11.1 Annually, the County Tourism and Cultural Development Director along with TDC shall evaluate the VCB's performance of the Scope of Services, particularly as it relates to the following:

- (1) Timely completion of monthly, quarterly and annual deliverables;
- (2) Quality of presentations and Promotion materials;
- (3) Development of an Annual Promotion Plan (specifically described in the Scope of Services);
- (4) Implementation of the Annual Promotion Plan (as described in the Scope of Services);
- (5) Economic impact on St. Johns County, Florida, in the geographic sense, that is caused by or associated

with Promotion;

- (6) Development and implementation of programs and initiatives as reflected in the Annual Promotion Plan;
- (7) Efforts to promote the diverse tourist experiences available in St. Johns County, Florida, in the geographic sense; and
- (8) Efforts to increase tourist spending within St. Johns County, Florida, in the geographic sense.

11.2 Annual Evaluation shall determine the degree and level of the VCB's performance of the Scope of Services. The Annual Evaluation shall also examine the VCB's degree of effectiveness in meeting the criteria and performance measures as set forth in the Annual Promotion Plan recommended by the TDC and approved by the Board.

11.3 If, after any Annual Evaluation, the TDC determines that there is any substandard, incomplete, or unacceptable performance on the part of the VCB, or that the VCB has breached one or more provisions of this Agreement, the County shall issue Notice of Default as provided in Article 5 above.

ARTICLE 12 KEY PERSONNEL

In performance of this Agreement, it is understood that the Executive Director/CEO plays an essential role in the successful operation of the VCB. The Chair of the Board of the VCB shall, therefore inform the Chair of the Board, the Chair of the TDC and County Administrator within five (5) calendar days of any change in who occupies the role of Executive Director/CEO regardless of the reason for that change.

ARTICLE 13 SUB-CONTRACTORS

13.1 VCB may obtain the assistance of other suppliers, contractors, consultants, and/or firms ("Sub-Contractors") by subcontract for the performance of a portion of the specified Services, provided that any such Sub-Contractors shall perform its services to the standards set forth herein for VCB's services, and that VCB obtains written approval of Sub-Contractor(s) from the County. VCB is encouraged to seek minority and disadvantaged business enterprises for participation in subcontracting opportunities.

13.2 The County reserves the right to disqualify any Sub-Contractor based upon unsatisfactory performance. If a Sub-Contractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the Sub-Contractor to complete the Services in a timely fashion, the VCB shall promptly do so, subject to approval by the County.

13.3 The use of any Sub-Contractor shall not relieve the VCB from any liability or responsibility assumed under this Contract.

ARTICLE 14 NOTICE

14.1 Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication ("Notices") under this Agreement shall be validly given when delivered as follows:

- i. Hand delivered to VCB's Senior Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Jaime Locklear, Asst. Director
Email Address: jlocklear@sjcfl.us

VCB
29 Old Mission Avenue
St. Augustine, FL
Attn: Susan Phillips
Email Address: sphillips@floridashistoriccoast.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: dmigut@sjcfl.us

14.2 Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. The County may also send copies of Notices by email transmission. Any such email transmission from the County is for informational purposes only. County and VCB may each change the above addresses at any time upon prior written notice to the other party.

ARTICLE 15 INSURANCE

15.1.1 VCB shall, at its sole expense, obtain and maintain the minimum insurance coverages stated herein. All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. VCB shall furnish proof of insurance to the County prior to performance of Services. No Services shall commence until VCB has obtained all insurance coverages required under this section. The County will not make any payment to VCB until VCB has complied with the requirements of this Article 14. Certificates of insurance shall clearly indicate VCB has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, for the duration of the Agreement and until all performance required by VCB has been completed, as determined by the County. VCB shall maintain insurance coverage against Claims relating to any act or omission by VCB, its agents, representatives, employees, or Subconsultants in connection with this Agreement.

15.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

15.1.3 The types and amounts of insurance required under this Agreement do not in any way limit the liability of VCB including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever VCB may have to the County or others. Nothing in this Agreement limits VCB to the minimum required insurance coverages found in this Article 14.

15.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Agreement, shall mean St. Johns County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing

15.3 Workers Compensation

VCB shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the VCB, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the VCB or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

15.4 Commercial General Liability

VCB shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death),

property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the Services and/or operations completed under this Agreement, whether such Services or operations are by VCB or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

15.5 Automobile Liability

VCB shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

15.6 Professional Liability

15.6.1 VCB shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 4-year tail coverage starting upon completion of all Services, as determined by the County. VCB's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

15.6.2 In the event that VCB employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, VCB shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

15.7 Other Requirements

15.7.1 The required insurance limits identified in Sections 14.4 and 14.5, above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. VCB shall require each lower-tier subconsultant to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve VCB of its responsibility herein. Upon written request, VCB shall provide County with copies of lower-tier subconsultant certificates of insurance.

15.7.2 Providing and maintaining adequate insurance coverage is a material obligation of VCB. County has no obligation or duty to advise VCB of any non-compliance with the insurance requirements contained in this Section. If VCB fails to obtain and maintain all of the insurance coverages required herein, VCB shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had VCB complied with its obligations herein.

15.7.3 County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE 16 INDEMNIFICATION

16.1 VCB shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VCB or other persons employed or utilized by VCB in the performance of this Agreement.

16.2 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, VCB further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VCB and persons employed or utilized by VCB in the performance of this Agreement.

16.3 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by VCB" shall be construed to include, but not be limited to, VCB, its staff, employees, subconsultants, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of VCB.

16.4 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

16.5 If any provision(s), or portion(s) of any provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

ARTICLE 17 PUBLIC RECORDS

17.1 To the extent VCB is performing Services pursuant to this Agreement, VCB shall comply and shall require all of its Sub-Contractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services described herein;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if VCB does not transfer the records to the County; and
- (4) transfer to the County, upon completion of this Agreement, or earlier termination thereof, all public records in possession of the VCB pertaining to this Agreement, at no cost to the County, or keep and maintain all public records for inspection and copying for the duration of the required retention period for such public records.

17.2 If VCB, upon expiration or termination of this Agreement: i) transfers all public records to the County, VCB shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, VCB shall meet all Applicable Law and requirement for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

17.3 Failure by VCB to comply with the requirements of this Article shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE VCB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, VCB SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805; PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084.

ARTICLE 18 REVIEW OF VCB RECORDS AND RIGHT TO AUDIT

18.1 As a condition of entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, regulation, or policy, the VCB authorizes the County to examine, review, inspect, or audit the books and records of the VCB in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities set forth in this Agreement. Such examination, review, inspection or audit shall be at reasonable times and with reasonable notice.

18.2 For the duration of this Agreement, and for five (5) years following final payment under this Agreement, the VCB shall maintain accurate and complete accounting records related to its performance of this Agreement. Such records shall be maintained separately from any other VCB financial records, and shall be maintained in accordance with generally accepted accounting principles and standards.

18.3 The County expressly reserves the right to audit such records at the County's expense. If any such audit of the VCB's accounting records reveals unexpended funds, inappropriate accounting, non-performance, misrepresentation or fraud by the VCB, all corrective actions that must be made as a result of the audit shall be made within sixty (60) calendar days from the presentation of the County's findings to the VCB. Additionally, if an audit discovers inappropriate accounting, non-performance, misrepresentation or fraud by the VCB, then the County may recoup from the VCB the expense of the additional audit work that was made necessary.

18.4 The VCB shall be under no duty to provide access to any records or documentation that is not related to this Agreement, or that is otherwise protected by applicable local, state or federal regulations.

ARTICLE 19 ENTIRE AGREEMENT

This Agreement, together with the Contract Documents for the Services, constitutes the entire Agreement between the County and VCB relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written.

ARTICLE 20 ASSIGNMENT

Neither the County nor the VCB shall assign, transfer, or encumber its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

ARTICLE 21 MODIFICATIONS, AMENDMENTS, WAIVERS AND EXTENSIONS

This Agreement may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by Authorized Representatives of both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

ARTICLE 22 SURVIVAL

The provisions of the Contract Documents which by their nature survive termination of this Agreement, including without limitations all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the County's right to audit the VCB's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

ARTICLE 23 FORCE MAJEURE

Neither party shall be held in non-compliance with the terms, conditions, provisions, or requirements of this Agreement, nor suffer any enforcement or penalty relating thereto (including termination, cancellation, or revocation of this Agreement) if such non-compliance or alleged default occurred or was caused by a Force Majeure Event.

ARTICLE 24 DISPUTES

24.1 Contract Claims

24.1.1 If any dispute between the County and VCB arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the VCB and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

24.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Tourism Department.

24.1.1.2 The Senior Representative for the VCB shall be the Executive Director of the VCB.

18.3 The County expressly reserves the right to audit such records at the County's expense. If any such audit of the VCB's accounting records reveals unexpended funds, inappropriate accounting, non-performance, misrepresentation or fraud by the VCB, all corrective actions that must be made as a result of the audit shall be made within sixty (60) calendar days from the presentation of the County's findings to the VCB. Additionally, if an audit discovers inappropriate accounting, non-performance, misrepresentation or fraud by the VCB, then the County may recoup from the VCB the expense of the additional audit work that was made necessary.

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24.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Tourism Department.

24.1.1.2 The Senior Representative for the VCB shall be the Executive Director of the VCB.

24.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the VCB shall submit a Contract Claim as provided herein.

24.1.3 Prior to filing a Contract Claim, VCB shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Assistant Director of Purchasing & Contracts within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the VCB is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the VCB and any legal counsel; and
- b) The VCB's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the VCB deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the VCB deems applicable to the Claim.

24.1.4 During the Assistant Director of Purchasing & Contracts' review of the Contract Claim, the Assistant Director of Purchasing & Contracts may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

24.1.5 The Assistant Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the VCB at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

24.1.6 The decision for any Contract Claim by the Assistant Director of Purchasing & Contracts may be appealed by the VCB to the County Administrator. VCB must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Assistant Director of Purchasing & Contracts' decision. Failure by the VCB to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless VCB takes legal action in Circuit Court.

ARTICLE 25 NONDISCRIMINATION

The VCB warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, disability, age, or sex (including sexual orientation and gender identity/expression) pregnancy, marital status or national origin (including limited English proficiency). VCB shall include the foregoing or similar language in its contracts with any Sub-contractors.

ARTICLE 26 LOCAL, STATE, AND FEDERAL RULES, REGULATIONS, AND LAWS

The County and the VCB shall abide by, and comply with, all Local, State and Federal laws, statutes, rules, regulations, orders, and policies by which that party is legally bound and governed.

ARTICLE 27 INDEPENDENT CONTRACTOR

VCB shall act as an independent consultant and not as an employee, agent or servant of the County in performing all Services and activities under this Agreement. VCB shall at all times and in all places maintain complete control over its employees and all of its Subconsultants. Nothing contained in this Agreement shall create any contractual relationship between any such Subconsultant and the County. VCB shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. The VCB does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 28 CONFLICT OF INTEREST

28.1 The VCB represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. The VCB further represents that no person having any interest shall be employed for said performance.

28.2 The VCB shall promptly notify the County in accordance with Article 13 herein of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the VCB's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the VCB may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the VCB.

28.3 The County agrees to notify the VCB of its opinion by certified mail within 30 days of receipt of notification by the VCB. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the VCB, the County shall so state in the notification and the VCB shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the County by the VCB under the terms of this Agreement.

ARTICLE 29 PUBLICITY AND ADVERTISING

29.1 VCB shall not make any announcement or release any information or publish any photographs concerning this Agreement, or the Services or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from the County.

29.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, VCB may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 30 GOVERNING LAW AND VENUE

This Agreement shall be governed by 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.

ARTICLE 31 DISCLAIMER OF THIRD-PARTY BENEFICIARIES

Both the County and the VCB explicitly agree, and this Agreement explicitly states that no third-party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 32 NO WAIVER; COURSE OF DEALING

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 33 SEVERABILITY

If a court deems any provision of the Agreement void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

ARTICLE 34 HEADINGS

All Articles and descriptive headings of Articles noted in this Agreement are inserted for the convenience of the parties only, and shall not affect or control the interpretation of this Agreement.

ARTICLE 35 AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has

authorized the execution of this Agreement by the party's authorized representative.

ARTICLE 36 EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

ARTICLE 37 CONVICTED AND DISCRIMINATORY VENDOR LISTS

VCB warrants that neither it nor any Subconsultant is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. VCB shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of this Agreement.

ARTICLE 38 SCRUTINIZED COMPANIES LISTS

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, VCB certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject VCB to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the VCB is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

ARTICLE 39 EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

39.1 As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., VCB and its subconsultants shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. VCB shall require each of its subconsultants to provide VCB with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. VCB shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, VCB, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subconsultant knowingly violated these provisions regarding employment eligibility, but VCB otherwise complied, shall promptly notify VCB and VCB shall immediately terminate the contract with the subconsultant.
- d. The County and VCB hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. VCB acknowledges that, in the event that the County terminates this Agreement for VCB's breach of these provisions regarding employment eligibility, then VCB may not be awarded a public contract for at least one (1) year after such termination. VCB further acknowledges that VCB is liable for any additional costs incurred by the

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FLORIDA HISTORIC COASTS

County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

- f. VCB shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

The authorized representatives hereto have executed this Agreement effective as of the Effective Date. Consultant's authorized representative executing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of Consultant.

St. Johns County (Seal)

(Typed Name)

By: 
(Signature of Authorized Representative)

Jaime Locklear
(Printed Name)

Director, Purchasing & Contracts
(Title)

10/5/2023
(Date of Execution)

St. Johns County VCB, Inc (Seal)

(Typed Name)

By: 
(Signature of Authorized Representative)

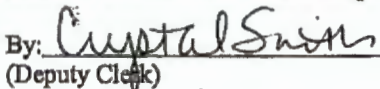
Susan Phillips
(Printed Name)

President / CEO
(Title)

9/29/2023
(Date of Execution)

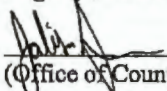
ATTEST:

St. Johns County, FL
Clerk of Circuit Court and Comptroller

By: 
(Deputy Clerk)

10/5/2023
(Date of Execution)

Legally Sufficient:


(Office of County Attorney)

10/6/23
(Date of Execution)

EXHIBIT A
SCOPE OF SERVICES

The VCB shall complete the following work.

1. Serve as a Subject Matter Expert on the SJC Tourism Promotions Working Group

- a. A member of the VCB's Senior Management team will participate in the monthly SJC Tourism Promotions Working Group meetings ("Working Group"). The Working Group is comprised of subject matter experts from key local tourism promotion organizations including the SJC Cultural Council and Chamber of Commerce as well as the corresponding supporting government entities including St. Johns County, the City of St. Augustine and the City of St. Augustine Beach.
- b. The Working Group guides the promotional efforts of the County and provides input on the development of promotional materials.
- c. Participation in the Working Group will provide the VCB with an opportunity to engage in the development of the County's tourism promotional materials to ensure the available promotional materials are on par with what is needed to successfully achieve the tasks outlined in this Scope of Services.

2. Sales and Promotion Activities: Convention, Leisure, Target Markets and Media Relations (Publicity)

- a. Using approved County promotional materials and guidelines, VCB will recommend, develop and implement sales and promotion strategies, that optimize the economic impact of tourism by focusing on overnight stays and specialty high-yield tourism sectors such as destination weddings and executive groups.
- b. VCB may coordinate and develop additional promotional materials that follow the brand strategies and guidelines as necessary for sales and promotional activities including but not limited to in-market filming opportunities.
- c. VCB shall actively pursue potential meetings, conferences/conventions, events and large groups with a goal of increasing the economic impact of tourism in St. Johns County. The VCB shall provide leads to appropriately sized capable accommodations in the County. In this regard, no preference shall be shown to any particular private accommodation or facility.
- d. Additionally, the VCB shall identify opportunities for and coordinate familiarization trips and site visits for travel agents, tour operators, meeting planners and travel writers.

3. Business to Business Tourism Promotion

VCB shall work with organizations and businesses at the local, state and national level to create and implement promotional programs which will increase awareness of the destination and increase visitation to the destination. VCB will be responsible for securing and coordinating promotional/giveaway items with local businesses.

4. Digital Content Management: Website, Social Media, E-Newsletters

- a. Maintain, update and, as necessary, redesign the County owned tourism bureau websites to provide accurate, updated and appealing information which may be utilized by individuals considering the destination. Additionally, the VCB shall provide associated digital services such as search engine optimization of websites, digital analytics tracking, reporting and recommendations based on data capture. The tourism bureau website must establish and maintain working links to other county funded tourism promotional websites.
- b. Provide day-to-day social media management to drive engagement on all County social media sites. VCB shall be responsible for content creation, posting strategy and inquiry response on social media platforms including

Facebook, Instagram, Twitter, and LinkedIn. Additionally, VCB will provide graphics support (including photos, original infographics, memes and other visual audience engagement assets) and analysis of both quantitative and qualitative metrics (e.g.: engagement) and reporting. The County does have a catalogue of photos which may be utilized by the contractor.

- c. The VCB shall generate and distribute a regular email newsletter (at least quarterly) which provides information on upcoming events and opportunities to interested individuals in the maintained email database (referenced in task 6).

5. Calendar of Events

- a. Work with local organizations to gather the necessary information to create and maintain a digital calendar of events.
- b. Create, print and distribute a seasonal Calendar of Events.

6. Assembly and Distribution of Information and Materials including e-newsletters and outreach messaging

- a. Identify and assemble available information, promotional opportunities and/or available promotional materials for distribution to individuals, organizations and industry stakeholders as necessary for the successful implementation of the promotion plan or as requested by the County or TDC.
- b. Complete bulk mailings of annual visitors guide and other promotional materials as necessary or as directed by County or TDC.

7. Assist as a Business and Industry lead at the County Emergency Operations Center during Emergency Response and Disaster Recovery

In coordination with the County’s Emergency Management and Tourism and Cultural Development Departments, participate in the Business and Industry lead role at the County Emergency Operation Center (EOC) during Emergency Response and Disaster Recovery. St. Johns County’s Emergency Management and extend and Tourism and Cultural Development Departments will extend an invitation to the VCB to attend regular emergency management training provided to the County’s staff, such as but not limited to active shooter training and emergency management training relevant to the scope of EOC Business and Industry lead role.

8. The Annual Promotion, Presentation and Implementation

- a. Annual Promotion Plan. Ten days prior to the scheduled June TDC meeting of each year that this Agreement is in effect, the VCB shall submit to the Tourism and Cultural Development Director an initial draft of the Annual Promotion Plan (Plan), which clearly outlines promotion and sales strategies designed to increase tourist-related business activities within the County during the subsequent year. At minimum, the Plan must detail the desired results of implementing proposed Promotion strategies; identify targeted audience(s) and include the following sections:
 - i. Sales and Promotion Activities-Convention, Leisure, Target Markets: The VCB shall actively pursue potential meetings, conferences/conventions, events and large groups with a goal of increasing the economic impact of tourism in the County. The VCB shall provide leads to appropriately sized capable accommodations within the County. In this regard, no preference otherwise shall be shown to any particular private accommodation or facility.
 - ii. Business to Business Tourism Promotion: The VCB shall work with organizations and businesses at local, state and national levels to create and implement promotional programs that increase awareness of

the County as a tourist destination, and to increase the number of tourists visiting the County. The VCB will be responsible for securing and coordinating promotional/giveaway items with local businesses.

- iii. **Digital/Online Content Management:** The VCB shall identify initiatives and strategies to maximize the use of digital/online platforms to promote the County as a tourist destination.
- b. Upon receipt, the Tourism and Cultural Development Director shall conduct the initial review of the Plan to confirm completeness and clarity. The VCB shall coordinate with the Tourism and Cultural Development Director to address any questions or issues, and to revise the draft as necessary for presentation to the TDC.
- c. **Presentation and Implementation of the Plan**
 - i. During the TDC's regularly scheduled meeting in June of each year, the VCB shall present the Plan to the TDC for its consideration. As part of its consideration, the TDC will review, discuss and possibly recommend revision of the Plan.
 - ii. Such consideration shall be complete upon the TDC's recommendation of approval of the Plan to the Board.
 - iii. The Board shall have final authority to approve the Plan. Following such approval, the Plan shall be implemented in the corresponding Fiscal Year, subject to an appropriation of funding in the County's annual budget.
 - iv. Following Board approval, any substantial changes to, or substantial modification of, the Plan shall be subject to review and recommendation by the TDC, and final approval by the Board. As used in this paragraph, the terms "substantial changes" and "substantial modification" refer to changes that change the tone, tenor or intent of the Plan and this Agreement.
 - v. Upon written request by the VCB, the TDC shall be authorized to approve or deny any request(s) for an extension of time to complete and/or present the Plan as described herein.

9. Tourism Database Management

Maintain and expand the existing database of local tourism businesses, promotional points of contact and individuals interested in receiving print and of electronic materials. The database shall be used to plan bulk mailing of promotional materials, distribution of electronic newsletters and other outreach as appropriate.

10. Third Party Contracts for Professional Services

In accordance with all applicable County rules, policies and procedures, the VCB may procure and contract professional services for advertising, publicity, website development, inquiry fulfilment, social media and other services related to performance of this Agreement.

11. Reports and Data

Along with the monthly invoice, the VCB shall submit a completed monthly report in the same form and format as the template attached hereto as Exhibit 2 as well as all purchased data reports for the period (accommodations data, credit card data, etc.)

12. Meetings

- a. **TDC Meetings.** The Chairman of the VCB Board of Directors, the Executive Director and/or designee of the VCB shall attend all TDC meetings, and provide regular reports of effectiveness and progress in completing the Scope of Work, travel trends, number of impressions generated for various markets and other tourism related information as requested by the TDC in the form and format attached hereto as Exhibit D.

- b. VCB Meetings. All VCB meetings at which County funded activities are discussed/considered shall be open to the public at an accessible venue, and shall comply with applicable provisions of the Florida Sunshine Law. Notice of such meetings shall be provided to the Tourism and Cultural Development Director on the same day as provided to the VCB Board of Directors.
- c. Meetings Upon Request. Upon request by County officers and staff, and following reasonable notice, the VCB shall be available to attend meetings involving matter including but not limited to performance of the Agreement, County tourism initiatives, the County budget, and propose state legislation concerning tourism.

13. Account Management

The VCB shall meet with the Tourism Department staff at such times and places, and in such duration, as may be requested for the purpose of carrying out Tourism Department initiatives. VCB account management responsibilities include but are not limited to:

- a. Tracking the effectiveness of strategies implemented or administered by the VCB, including return on investment when possible.
- b. Retaining custody of digital copies and original artwork and documents belonging to the County and supplying copies as requested by the Tourism Department.
- c. Providing needed account service, consultation and regular contact to ensure prompt completion of projects.
- d. Maintaining internal procedures which ensure budget control, prompt billing and quality control.
- e. Handling procurement and management of sub-contractors for the Tourism Department services related to said contract.

**EXHIBIT B
PAYMENT SCHEDULE**

Invoice Date	Payment Due
October 1, 2023	\$313,071
October 15, 2023	\$250,000
November 12, 2023	\$250,000
December 15, 2023	\$250,000
January 15, 2024	\$250,000
February 15, 2024	\$250,000
March 15, 2024	\$250,000
April 15, 2024	\$200,000
May 15, 2024	\$200,000
June 15, 2024	\$200,000
July 15, 2024	\$200,000
August 15, 2024	\$200,000
September 15, 2024	\$200,000

ST. AUGUSTINE  PONTE VEDRA

FLORIDA'S HISTORIC COAST

EXHIBIT C
INVOICE TEMPLATE



ST. AUGUSTINE
PONTE VEDRA
FLORIDA'S HISTORIC COAST®

St. Johns County Visitors and Convention Bureau
29 Old Mission Avenue
St. Augustine, FL 32084
(904) 209-4421

INVOICE

Bill To:
St. Johns County, Tourism Development Department
500 San Sebastian View
St. Augustine, FL 32084

Invoice No.: _____
Invoice Date: _____

Item	Description	Amount
(name of month) Installment	Monthly installment for professional tourism promotional services as established by contract	\$ _____
	Total	\$ _____
	Balance Due	\$ _____

EXHIBIT D MONTHLY REPORT TEMPLATE

St. Johns Visitor and Convention Bureau (Month & Year) Monthly Report

Purchased Data Reports

This section should include the name of the report and the month of the publication. Data reports are to be provided electronically to the Tourism and Cultural Development Director as part of this monthly report

Example:

- *October 2018 Smith Travel Research Report*
- *Fourth quarter 2018 Visa Vue Report*

Sales and Promotion Activities

Detail sales and promotion actions taken by VCB staff in each of the below subheadings. Examples of submissions are included below.

Websites/Blogs

Example: The VCB hosted 3 food bloggers from Food4U.com and Foodletoday.com who were interested in writing about unique local cuisine. The bloggers were here for three days and visited a variety of restaurants in the St. Augustine and St. Augustine Beach areas.

Print

Example: VCB staff coordinated with writers from Atlanta and Chicago newspapers who may run articles on Ponte Vedra and St. Augustine - one on culinary experiences and one on LGBT friendly B&Bs generating 150,200 impressions

Broadcast

Example: Hosted three syndicated TV producers from CBS for four days who are considering producing a television special on St. Augustine haunted sites for a possible 120,000 impressions. While here the TV producers visited local historic sites that are rumored to be haunted.

Shows or Meetings Attended

Example:

- *Worked two corporate meeting planner shows in Orlando with an estimated attendance of 400*
- *Worked one Bridal show in Atlanta with an estimated attendance of 500*
- *Worked one military travel exposition in Jacksonville with an estimated attendance of 650*

Leads and Room Night Values

Example: Processed to stakeholders 17 leads (3 for destination weddings, 10 for business conferences, 4 for large scale family/religious events) with estimated 2,000 room nights

Solicitations Initiated

Example: 32 solicitations of travel agents, SMERF meeting planners and association planners located in Orlando, Miami, Atlanta and Albany New York were executed by the sales team. The solicitation was for small conferences and highlighted the family friendly amenities.

Group Closing Proposals

Example:

- *Group closing proposal worth \$2,000 was tendered for a prospective Fall 2019 meeting at Sawgrass Marriot valued at \$95,000 in room revenue.*
- *Group closing proposal worth \$1,200 was tendered for a prospective Summer 2020 conference at the Renaissance Resort with an estimated value of \$106,000 in room revenue*

e-Newsletters

Example: Two newsletters highlighting dining and events during Easy Season 2019 were sent to 130,000 consumer subscribers resulting in 26,000 opened.

Targeted Emails

Example:

- *One email was sent to 4,500 travel agents with destination education messaging*
- *One email was sent to 20 tour operators and travel wholesalers in the UK with destination education messaging*

Collateral Fulfillment

Example:

- *7,200 Travel Planners and 175 Celebrate Guides were mailed to prospects in Orlando, Miami, Tampa and numerous locations in Georgia and South Carolina*

Business to Business Tourism Promotion

Detail business to business promotion activities completed by VCB staff. Examples of submissions are included below.

Example:

- *Two sweepstakes promotions were initiated with TV stations in Orlando and Tampa targeting their viewing audiences generating an estimated 154,000 Imps*
- *Four leveraged radio promotions were conducted in Miami, Jacksonville and Tampa targeting their listening audiences generating an estimated 42,000 Imps*
- *Working with ten local restaurants to provide discounted food vending at a fall culinary festival in Ponte Vedra Beach targeting consumers*

Digital and Online Content Management

Web Development

Example:

- *Work continues on redesign of primary destination web site*
- *Stakeholder web site was completed and tested*
- *79,000 unique visitors used the destination web site*

Social Media

Example:

- *Posted and boosted 19 stories on Facebook, Instagram and Twitter relating to family/beach/music/culinary experiences generating 75,000 Imps*
- *Responded to 35 questions and comments on VCB social sites*

Budget Status

Provide a summary of total dollars spent through the close of the prior month with a breakdown of promotion spend vs. overhead spend.

Example:

- *\$3,740,000 or 75% of the FY2019 budget has been spent through June*
- *\$2,879,800 on destination marketing expenses and \$860,200 on administration expenses*

ST. JOHNS COUNTY, FLORIDA AND THE VCB
OCT 2023 DESTINATION MARKETING & MANAGEMENT SERVICES EXTENSION AGREEMENT

Resolution No. 2023-358

THIS AGREEMENT is entered into by and between **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 **St. Johns County Visitors and Convention Bureau, Inc. ("VCB")**, a not-for-profit corporation organized and existing under the laws of the State of Florida whose primary business address is 29 Old Mission Avenue, St. Augustine, Florida 32084.

RECITALS:

WHEREAS, on February 2, 2010, the County entered into an agreement with the VCB to provide professional advertising, marketing and promotional services aimed at attracting tourists and convention activity to all and any part of the geographic area within St. Johns County, Florida; and

WHEREAS, in an effort to improve upon efficiency, transparency and accountability in performance of the services described above, on February 26, 2018, the St. Johns County Tourist Development Council (TDC) reviewed the agreement, and recommended certain revisions including an effective 5-year term, beginning on October 1, 2018, and continuing through and until September 30, 2023; and

WHEREAS, the County is pursuing updated relationships with Tourism agencies in the County in an effort to further improve the efficiency and resulting economic impact of tourism marketing through the consolidation of tourism marketing by procuring a single marketing agency through a competitive Request for Proposals; and

WHEREAS, an extension of the existing contract relationship with the VCB is necessary for continued tourism marketing while the Request for Proposal process is complete.

NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the County and the VCB agree as follows:

ARTICLE 1. Incorporation of Recitals.

The above Recitals are incorporated into the body of this Agreement, and such Recitals are adopted as findings of fact.

ARTICLE 2. Prior Agreements Superseded.

The parties hereby acknowledge and understand that, upon its effective date, this Agreement shall supersede any previous agreement or agreements governing performance of the services described herein, whether made orally or in writing between the parties.

ARTICLE 3. Non-Exclusive Appointment.

The County hereby appoints the VCB, and the VCB hereby accepts such appointment, to provide the Scope of Services described in this Agreement in accordance

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with industry standards of professional practice and in accordance with any applicable laws, regulations or other requirements of any governmental agencies that have jurisdiction over such work.

ARTICLE 4. Defined Terms.

As used in this Agreement, the following terms shall have the meanings specified below, unless the context clearly indicates otherwise:

a. "Administrative Overhead Expenses" means those operational costs incurred daily not involved in the development or production of specific goods or services. Examples include but are not limited to VCB payroll (including salaries, wages, commissions, bonuses, benefits, and insurance), storage fees, office space rental/lease payments, office equipment, supplies, utilities, membership fees telephone and internet costs, and janitorial services.

b. "Annual Contract Price" means the maximum amount available as compensation and reimbursement for expenses to the VCB during each Fiscal Year of the Term of this Agreement.

c. "Annual Promotion Plan" means the annual plan prepared and submitted by the VCB, which clearly outlines the marketing and advertising strategies designed to increase tourist-related activities within the County during the subsequent year.

d. "Fiscal Year" means the period beginning October 1st through September 30th.

e. "Promotion" means marketing or advertising designed to increase tourist-related business activities as described in § 125.0104(2)(b), 1 F.S.

f. "Tourist" means a person who participates in trade or recreation activities out of the County of his or her permanent residence or who rents or leases transient accommodations as described in § 125.0104(3)(a), F.S.

g. "TDC" means Tourist Development Council.

h. "County" means St. Johns County, a political subdivision of the State of Florida.

i. "Board" means the St. Johns County Board of County Commissioners.

j. "TDT" means Local Option Tourism Development Tax.

k. "Consultants" means companies or individuals contracted by the VCB to provide expertise in the delivery of services listed in the Scope of Services (Attachment A) of this Agreement.

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1. "Tourist Development Plan" means the County's plan for tourist development as provided in § 125.0104(4), F.S.

ARTICLE 5. Term.

The Term of this Agreement shall begin on October 1, 2023, and shall expire on September 30, 2024, or on such earlier date as provided in Article 6 ("Term").

ARTICLE 6. Termination.

a. **Termination Without Cause.** This Agreement may be terminated by either party without cause and for any reason by providing at least sixty (60) days advance written notice of such termination to the other party.

b. **Termination for Cause.** This Agreement may be terminated for cause following any failure to timely cure an Event of Default as provided below. In such event, the non-defaulting party shall provide written notice to the other party stating the exact cause for termination as well as the effective date of termination.

c. Consistent with other provisions of this Agreement, the VCB shall be paid any amounts, and reimbursed for any expenses, that were both authorized under this Agreement and performed or accrued prior to the effective date of termination of this Agreement.

ARTICLE 7. Scope of Services.

The VCB shall use all reasonable efforts (1) to perform all tasks included in the Scope of Services, attached hereto as Attachment A and incorporated herein; (2) to perform any duties or obligations arising from the Scope of Services or as described elsewhere in this Agreement; and (3) to timely deliver the reports and other deliverables included within the Scope of Services.

ARTICLE 8. Contract Price and Payment.

a. The maximum Annual Contract Price available during the Term (October 1, 2023 through September 30, 2024) is \$2,725,000.

b. To the extent that the VCB is not in breach of this Agreement, the County shall pay the VCB the Contract Price according to the Payment Schedule attached hereto as Attachment C, and incorporated herein ("Payment Schedule").

(1) No additional payments or advanced payments shall be made by the County unless authorized by the Board.

(2) No more than 26% of the Annual Contract Price may be allocated to fund Administrative Overhead Expenses unless specifically authorized by the Board.

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e. It is expressly noted that the County will compensate and reimburse the VCB from only those tax revenue sources that are legally available and appropriated annually to fund Promotion in the official County budget.

d. The VCB shall not be entitled to such compensation and reimbursable expenses as a matter of right, but only to the extent of the VCB's satisfactory performance of the Scope of Services as recommended by the TDC and determined by the Board, as well as the VCB's timely provision of deliverables described therein.

ARTICLE 9. No Commitment of County Funds.

It is hereby noted and understood by the parties that the County makes no express commitment to provide funds (in the form of tax revenue proceeds or otherwise) in any given County Fiscal Year. Moreover, it is expressly noted that the VCB cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 10. Invoicing and Monthly Reports.

a. To the extent that the VCB is not in breach of this Agreement and this Agreement has not been terminated, the VCB will bill the County monthly on the 15th day of each month using the invoice form and format attached hereto as Exhibit 1 (Invoice Template), and incorporated herein.

b. Along with each invoice, the VCB shall submit a detailed report in the form and format attached hereto as Exhibit 2 (Monthly Report Template) and incorporated herein. Each monthly report shall detail the work accomplished in connection with the Scope of Services. Unless otherwise notified, invoices and monthly reports shall be delivered to:

**Tourism and Cultural Development Director
500 San Sebastian View.
St. Augustine, Florida 32084**

c. Within fifteen (15) days following receipt, the County shall verify the VCB's invoice and report. Within fifteen (15) days following such verification, the County shall pay the VCB as provided in the Payment Schedule. The County reserves the right to return an invoice and/or report, and request additional information. Under such circumstances, the timeframe for payment will be extended by the time necessary to reconcile questioned items.

d. The VCB shall promptly pay all costs and expenses associated with performance of this Agreement, including but not limited to rent, contractor invoices, consultant fees, benefits, salaries, utilities and travel expenses, subject to the County being current on its payments to the VCB.

e. Notwithstanding any other provision of this Agreement concerning the amendment of this Agreement, the County at any time may reasonably modify the procedure set forth in this Article, upon thirty (30) days advance notice to the VCB, in order to

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accommodate the budgetary concerns or procedures of the County.

ARTICLE 11. Purchasing Procedures.

In performance of this Agreement, the VCB shall abide by and follow all of the applicable provisions set forth in the St. Johns County Purchasing Procedures, attached hereto as Attachment B and incorporated herein. It is expressly noted that, upon thirty (30) days notice to the VCB by the County, the Purchasing Procedures contained herein may be amended from time to time during the Term.

ARTICLE 12. Events of Default.

- a. Any breach or violation of this Agreement by either party;
- b. Failure by either party to comply with one or more terms, provisions, conditions, requirements, or obligations set forth in this Agreement;
- c. Failure by the VCB to provide the deliverables described elsewhere in this Agreement, absent prior written consent by the County;
- d. Failure by the VCB to pay all costs and expenses associated with performance of this Agreement (e.g., Administrative Overhead Expenses, contractor invoices, etc.), subject to the County being current on its payments to the VCB.
- e. Unsatisfactory performance by the VCB as noted in an Annual Evaluation provided under Article 12 (Annual Evaluation);
- f. Assignment of this Agreement by either party without the prior written approval of the other party;
- g. Failure by the County to budget for the Annual Contract Price;
- h. Failure by the VCB to comply with section 119.0701, Florida Statutes.
- i. Failure by the VCB to comply with any applicable state statutes or local ordinances governing the authorized uses of TDT revenues.
- j. Failure by the County to pay when due any installment of the Annual Contract Price that is set forth in the Payment Schedule;
- k. A revision/change/amendment to State law during the Term that prohibits the County and the VCB from entering into, or continuing, this Agreement.

ARTICLE 13. Notice of Default and Right to Cure.

- a. Following an Event of Default, the non-defaulting party shall provide

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written notice thereof to the defaulting party ("Notice of Default"), which Notice of Default shall include a timeframe of no fewer than thirty calendar (30) days during which to cure the default. In the event the defaulting party fails to cure the default within the timeframe provided in the Notice of Default (or any such other amount of time that is mutually agreed by the parties in writing), the non-defaulting party may exercise any or all of its remedies under Article 15 (Remedies Upon Default).

b. For any alleged Event of Default that may give rise to either an administrative or judicial action, or both, against the County, the VCB must provide written or electronic notice to the County within 30 days following the occurrence of the alleged Event of Default. It is acknowledged that this paragraph requires notice that is different than, and in addition to, the Notice of Default that is provided in the preceding paragraph.

ARTICLE 14. Remedies Upon Default.

Following (i) the delivery of a Notice of Default, and (ii) the opportunity to cure as that is provided in Article 14 (Notice of Default and Right to Cure), the non-defaulting party may at any time thereafter:

- a. terminate this Agreement; and
- b. utilize any and all other remedies now or hereafter existing under the common law or statutory law of the State of Florida.
- c. The foregoing remedies shall be cumulative and not exclusive.

ARTICLE 15. Key Personnel.

In performance of this Agreement, it is understood that the Executive Director/CEO plays an essential role in the successful operation of the VCB. The chair of the board of directors of the VCB therefore shall inform the Chair of the Board, the Chair of the TDC, and the County Administrator within five (5) calendar days following any change in who occupies the role of Executive Director/CEO, regardless of the reason for that change.

ARTICLE 16. Notice.

- a. Any notice to the County that is permitted or required hereby shall be delivered either by hand (receipt of delivery required) or by certified mail to:

County Administrator
500 San Sebastian View
St. Augustine, Florida 32084

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With copies to:

Tourism and Cultural Development Director
500 San Sebastian View
St. Augustine, Florida 32084

Office of the County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

b. Any notice to the VCB that is permitted or required hereby shall be delivered either by hand (receipt of delivery required) or by certified mail to:

VCB President/CEO
St. Johns County Visitors and Convention Bureau
29 Old Mission Ave,
St Augustine, Florida 32084

With copy to:

VCB Chair of the Board of Directors
St. Johns County Visitors and Convention Bureau
29 Old Mission Ave,
St Augustine, Florida 32084

c. All other correspondence, not constituting official notice hereunder, may be delivered, disseminated, or submitted by any means acceptable to both parties, specifically including e-mailing.

ARTICLE 17. Insurance.

a. The VCB and its consultants shall, at their sole expense, 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:

i. Workers' Compensation—Employer Liability coverage shall provide minimum limits of \$100,000 for each accident; \$500,000 disease policy limit; and \$100,000 each employee disease limit.

ii. Commercial General Liability coverage shall provide minimum limits of \$1,000,000 per occurrence; \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:

1. Premises/operations
2. Products/complete operations
3. Contractual liability

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4. Independent Contractors

iii. Business Auto Liability coverage shall provide minimum limits of \$1,000,000 per occurrence; and \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:

1. Owned autos
2. Hired autos
3. Non-owned autos

iv. Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

b. In the event of unusual circumstances, the County may adjust the insurance requirements set forth above. Prior to the execution of this Agreement, the VCB shall provide to the County a certificate of insurance, naming the County as an additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies. Failure to maintain any or all required insurance shall result in the automatic termination of this Agreement, without the necessity of providing any further written notification of termination.

ARTICLE 18. Indemnification.

The VCB shall indemnify, defend and hold harmless the County, its officials, agents, servants and employees from and against any and all losses, costs, suits, and administrative actions, arbitration, or mediation, arising from, or incident to, connected with, associated with, or growing out of any direct and/or indirect negligent or intentional acts or omissions on the part of the VCB, its agents and/or representatives, in connection with its performance of, or its failure to perform, the amended Scope of Services, terms and conditions set forth in this Agreement.

ARTICLE 19. Public Records.

a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. 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. In accordance with Florida law, to the extent that the VCB's performance under this Agreement constitutes an act on behalf of the County, then the VCB shall provide access to all public records made or received by the VCB in conjunction with this Agreement. Specifically, if the VCB is expressly authorized by, and acts on behalf of the

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County under this Agreement, the VCB shall:

- (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Scope of Services described herein;
- (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
- (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
- (4) meet all requirements for retaining public records, and transfer at the VCB's sole cost and expense, all public records in the possession of the VCB upon expiration or termination of this Agreement. The VCB shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

IF THE VCB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (Office of the County Attorney, Attention: Public Records Custodian, 500 San Sebastian View, St. Augustine, Florida 32084-8686, (904) 209-0805, publicrecords@sjcfl.us.

c. Notwithstanding any other provision contained herein, failure by the VCB to grant such public access shall constitute an Event of Default, and shall be cause for immediate termination of this Agreement by the County with no further recourse. The VCB shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in the VCB's possession and shall promptly provide the County a copy of the VCB's response to each such request.

ARTICLE 20. Review of VCB Records and Right to Audit.

a. As a condition of entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, regulation, or policy, the VCB authorizes the County to examine, review, inspect, or audit the books and records of the VCB in order to determine whether compliance has been achieved with respect to the terms, conditions,

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provisions, rights, and responsibilities set forth in this Agreement. Such examination, review, inspection or audit shall be at reasonable times and with reasonable notice.

b. During the Term, and for five (5) years following final payment under this Agreement, the VCB shall maintain accurate and complete accounting records related to its performance of this Agreement. Such records shall be maintained separately from any other VCB financial records, and shall be maintained in accordance with appropriate accounting standards.

c. The County expressly reserves the right to audit such records at the County's expense. If any such audit of the VCB's accounting records reveals unexpended funds, inappropriate accounting, non-performance, misrepresentation or fraud by the VCB, all corrective actions that must be made as a result of the audit shall be made within sixty (60) calendar days from the presentation of the County's findings to the VCB. Additionally, if an audit discovers inappropriate accounting, non-performance, misrepresentation or fraud by the VCB, then the County may recoup from the VCB the expense of the additional audit work that was made necessary.

d. The VCB shall be under no duty to provide access to any records or documents that are not related to this Agreement, or that is otherwise protected by applicable local, state or federal regulations.

ARTICLE 21. Ownership of Documents and Equipment.

a. Upon completion of the work described herein, all documents and equipment, including but not limited to renderings, drawings, designs, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, software, furnishings, source codes, data and memoranda of every description, arising out of or relating to the Scope of Services, as well as all brochures, reference books, expendable equipment and Promotion materials purchased or otherwise secured with Tourist Development Tax revenues shall become the property of the County.

b. The use of such materials described above by the County in any manner shall not support any claim by the VCB for additional compensation.

c. The VCB shall have no liability to the County for damages, claims or losses, including defense costs, arising out of any use by the County, without the prior written authorization of the VCB, of any of the aforementioned items for any purpose other than as set forth in this Agreement.

Article 22. Ownership of Deliverables/Work Product

a. It is expressly noted that all work product and deliverables, including final work product, submitted by the VCB 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.

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b. By way of illustration, but not limitation, all slogans, ideas, or plans submitted or developed by the VCB 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 the VCB prepares for the County that is associated with the above-referenced Services, shall become the property of, and owned and controlled by the County, upon receipt and payment to the VCB of any applicable invoice. The VCB shall have no liability to the County for damages, claims, or losses, including defense costs, arising out of use by the County of aforementioned items in a manner that is inconsistent with any corresponding licenses or approvals assigned to the County. Additionally, the VCB shall have no liability to the County for the use of such items for any purpose other than as set forth in this Agreement.

c. All tangible and intangible property acquired in conjunction with the Services, detailed in this Agreement, shall be the property of the County, and may be used for Promotion by the County. The County reserves the right of final approval of the disposition of said property.

ARTICLE 23. Assignment.

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

ARTICLE 24. Merger and Amendment.

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Both the County and the VCB mutually agree that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and the VCB.

ARTICLE 25. Force Majeure.

Neither party shall be held in non-compliance with the terms, conditions, provisions, or requirements of this Agreement, nor suffer any enforcement or penalty relating thereto (including termination, cancellation, or revocation of this Agreement) if such non-compliance or alleged default occurred or was caused by a strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane, or other act of nature, or other event that is reasonably beyond either party's ability to anticipate or control.

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ARTICLE 26. Disputes.

In the event a dispute should arise relating to either party's performance under this Agreement, the parties agree to use good faith efforts to resolve the dispute without resort to judicial or quasi-judicial authorities. In the event such good faith efforts fail to resolve the dispute, either party may seek relief or redress in the courts. Each party irrevocably submits itself to the personal jurisdiction of the courts of the State of Florida, St. Johns County, and the personal jurisdiction of the United States District Court for the Middle District of Florida, Jacksonville Division, for the purpose of any suit, action or other proceedings arising out of or in connection with this Agreement or its subject matter. Each party agrees that it will bring any such proceeding only in one of such courts.

ARTICLE 27. Discrimination.

The VCB shall conform to the following Equal Employment Opportunity Statement: No person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole, or in part, with funds made available by the County.

ARTICLE 28. Compliance with Local, State, and Federal Rules, Regulations, and Laws.

The County and the VCB shall abide by, and comply with, all Local, State and Federal laws, statutes, rules, regulations, orders, and policies by which that party is legally bound and governed.

ARTICLE 29. Relationship of the County and the VCB.

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 the VCB.

ARTICLE 30. No Conflict of Interest.

The VCB represents and warrants to the County that the VCB has not employed or retained any elected official, officer or employee of the County in order to secure this Agreement. Moreover, the VCB represents and warrants to the County that the VCB has not paid, or offered to pay or agreed to pay any person any fee, commission, percentage, brokerage fee, incentive fee or gift of any kind contingent upon or in connection with securing and executing this Agreement.

ARTICLE 31. Use of the County Logo and Publicity.

1. Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the VCB may not manufacture, use, display or otherwise use

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any facsimile or reproduction of the County Seal/Logo without the express written approval of the Board of County Commissioners.

2. Use of any County trademarks, service marks and/or trade names by the VCB in any marketing, promotional, sponsorship or advertising materials and/or activities shall be subject to pre-approval by the County.

ARTICLE 32. 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.

ARTICLE 33. VCB's Status as an Independent Contractor.

The VCB shall be, and shall act as, an independent contractor of the County, and the employees of the VCB shall not be considered to be employees of the County.

ARTICLE 34. No Third-Party Beneficiaries.

Both the County and the VCB expressly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 35. Effect of Failure to Insist on Strict Compliance with Conditions.

The failure of the 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.

ARTICLE 36. Severability.

If any word, phrase, sentence, part, Article, 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, 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.

ARTICLE 37. Waiver.

The failure of either the County or the VCB to object or to take affirmative action with respect to any conduct of the party that is in breach or violation of the terms, conditions, provisions, or obligations of this Agreement, shall not be construed as a waiver of the violation or breach, or waiver of any future violation, breach, wrongful conduct, or

SGP
10/13/23

omission.

ARTICLE 38. Survival.

Any term, condition, covenant, or obligation, which requires performance by a party subsequent to expiration or termination of this Agreement, shall remain enforceable against such party subsequent to such expiration or termination.

ARTICLE 39. Headings.

All Articles and descriptive headings of Articles noted in this Agreement are inserted for the convenience of the parties only, and shall not affect or control the interpretation of this Agreement.

ARTICLE 40. Authority to Execute.

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

ARTICLE 41. Execution in Counterparts.


This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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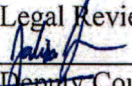
SGP
10/13/27

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the date and year below written.

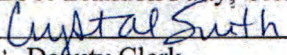
St. Johns County, Florida
by and through its Board of
County Commissioners

By:  _____

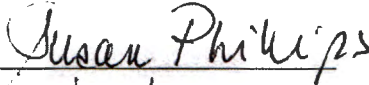
Date: 9-21-23

Legal Review:  9/20/23
Deputy County Attorney


ATTEST: Brandon Patty, Clerk

By:  _____
Deputy Clerk

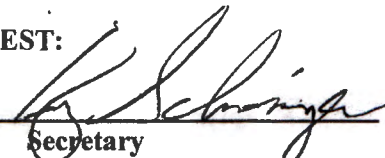
St. Johns County Visitors and
Convention Bureau

By:  _____

Date: 9/29/2023

Legal Review:  _____
Counsel DOUGLAS N. BURNETT

ATTEST:

By:  _____
Secretary

ATTACHMENT A
SCOPE OF SERVICES

The VCB shall complete the following work.

1. Public Workshops

- a. **Industry Stakeholders Workshop.** During February of each year that this Agreement is in effect, the VCB shall conduct a publicly noticed tourism industry stakeholder workshop. The purpose of the workshop is to obtain input from tourism industry stakeholders regarding annual Promotion strategies and opportunities as well as desired outcomes from such efforts. The workshop must be open to the public, and hosted in an accessible facility that is centrally located within the geographical boundaries of the County. The VCB shall provide no less than 10 days prior notice to the Tourism and Cultural Development Director of the date, time and place of the workshop.
- b. **TDC Workshop.** During March of each year that this Agreement is in effect, the VCB shall conduct a workshop during the TDC's regularly scheduled meeting. The purpose of the workshop is to obtain input and guidance from the TDC regarding annual Promotion strategies and goals. In the event that there is no TDC meeting scheduled during the month of March, the parties shall mutually agree to an alternate date and time to conduct such workshop.
- c. The VCB shall provide a written summary of each of the workshop discussions to the Tourism and Cultural Development Director within 15 business days of conducting each workshop. Upon request, the VCB shall provide 12 hard copies of the summaries for dissemination to the TDC.

2. The Annual Promotion, Presentation and Implementation

- a. **Annual Promotion Plan.** Ten days prior to the scheduled June TDC meeting of each year that this Agreement is in effect, the VCB shall submit to the Tourism and Cultural Development Director an initial draft of the Annual Promotion Plan (Plan), which clearly outlines marketing and advertising strategies designed to increase tourist-related business activities within the County during the subsequent year. At minimum, the Plan must:
 1. to the greatest extent possible, incorporate input from the industry stakeholders and guidance from the TDC obtained at the workshops described above;
 2. detail the desired results of implementing proposed Promotion strategies;
 3. identify targeted audience(s)

4. include the following sections:
 - i. Creative Concept: The VCB shall be responsible for the creative concept of the Promotion program. The annual plan shall illustrate the complete creative concept for the year highlighting any changes to the creative concept from the previous year.
 - ii. Media Planning and Buying: Defining major goals, primary target markets, overall promotional strategy and key projects. The Plan should leverage appropriate cooperative promotion opportunities offered by the State of Florida's tourism marketing corporation, Visit Florida.
 - iii. Cooperative Promotion Activities: The VCB shall identify cooperative promotion opportunities for local tourism businesses that leverage available County funds to maximize the economic impact of tourist related businesses and activities within the County.
 - iv. Sales and Promotion Activities-Convention, Leisure, Target Markets: The VCB shall actively pursue potential meetings, conferences/conventions, events and large groups with a goal of increasing the economic impact of tourism in the County. The VCB shall provide leads to appropriately sized capable accommodations within the County. In this regard, no preference otherwise shall be shown to any particular private accommodation or facility.
 - v. Business to Business Tourism Promotion: The VCB shall work with organizations and businesses at local, state and national levels to create and implement promotional programs that increase awareness of the County as a tourist destination, and to increase the number of tourists visiting the County. The VCB will be responsible for securing and coordinating promotional/giveaway items with local businesses.
 - vi. Digital/Online Content Management: The VCB shall identify initiatives and strategies to maximize the use of digital/online platforms to promote the County as a tourist destination.
5. Upon receipt, the Tourism and Cultural Development Director shall conduct the initial review of the Plan to confirm completeness and clarity. The VCB shall coordinate with the Tourism and Cultural Development Director to address any questions or issues, and to revise the draft as necessary for presentation to the TDC.

b. Presentation and Implementation of the Plan

1. During the TDC's regularly scheduled meeting in June of each year, the VCB shall present the Plan to the TDC for its consideration. As part of its consideration, the TDC will review, discuss and possibly recommend revision of the Plan.
2. Such consideration shall be complete upon the TDC's recommendation of approval of the Plan to the Board.
3. The Board shall have final authority to approve the Plan. Following such approval, the Plan shall be implemented in the corresponding Fiscal Year, subject to an appropriation of funding in the County's annual budget.
4. Following Board approval, any substantial changes to, or substantial modification of, the Plan shall be subject to review and recommendation by the TDC, and final approval by the Board. As used in this paragraph, the terms "substantial changes" and "substantial modification" refer to changes that change the tone, tenor or intent of the Plan and this Agreement.

Upon written request by the VCB, the TDC shall be authorized to approve or deny any request(s) for an extension of time to complete and/or present the Plan as described herein.

3. Cooperative Promotion and Events

The VCB shall:

- a. Create cooperative Promotion, programs and events, which shall be equally available to local tourism related businesses as appropriate. No preference or preferential treatment shall be given to any business participating in such activities that are funded with Tourist Development Tax revenues, based upon its membership in, or affiliation with, any particular organization.
- b. Provide a monthly report to the TDC of private sector cooperative promotion programs and events including expenditures and revenue. Funds contributed by local tourism related businesses to the cooperative promotion programs and events shall be used to offset costs paid with County Tourist Development Tax revenue funds.

4. Third Party Contracts for Professional Services.

In accordance with all applicable County rules, policies and procedures, the VCB may procure and contract professional services for advertising, publicity, website development, inquiry fulfillment, social media and other services related to performance of this Agreement.

5. Reports and Data

Along with the monthly invoice, the VCB shall submit a completed monthly report in the same form and format as the template attached hereto as Exhibit 2.

6. Meetings

1. **TDC Meetings.** The Chairman of the VCB Board of Directors and/or the Executive Director (CEO) of the VCB or designee shall attend all TDC meetings, and provide regular reports of effectiveness and progress in completing the Scope of Services, travel trends, number of impressions generated for various markets and other tourism related information as requested by the TDC in the form and format of the template attached hereto as Exhibit 3, and incorporated herein.

2. **SJC Tourism Promotions Working Group Meetings.** As the marketing agency for tourism in St. Johns County, the VCB marketing team will meet monthly with the SJC Tourism Promotions Working Group (“Working Group”). The Working Group is comprised of subject matter experts from key local tourism promotion organizations including the SJC Cultural Council, the Visitor and Convention Bureau and the Chamber of Commerce as well as the corresponding supporting government entities including St. Johns County, the City of St. Augustine and the City of St. Augustine Beach.

The Working Group guides the promotional efforts of the County and provides input on the development of promotional materials.

3. **VCB Meetings.** All VCB meetings at which County funded activities are discussed/considered shall be open to the public at an accessible venue, and shall comply with applicable provisions of the Florida Sunshine Law. Notice of such meetings shall be provided to the Tourism and Cultural Development Director on the same day as it is provided to the VCB Board of Directors.

4. **Meetings Upon Request.** Upon request by County officers and staff, and following reasonable notice, the VCB shall be available to attend meetings involving matter including but not limited to performance of the Agreement, County tourism initiatives, the County budget, and proposed state legislation concerning tourism.

ATTACHMENT B VCB PURCHASING PROCEDURES

All vendors must be offered equal specifications and opportunity to submit bids and/or quotations if they are to compete on equal terms.

Competitive Price Quotations & Bids

As outlined below, the VCB may solicit either oral or written quotations from the open market and shall make use of available current vendors' and suppliers' price lists whenever possible.

Purchases under \$3,000.00 are exempt from obtaining competitive quotations except as circumstances may require as determined by the VCB Executive Director

When requesting purchase quotations for items costing more than \$3,000 but less than \$5,000.00, three verbal quotations shall be sufficient, however, suppliers may be required to provide a written quote depending on the complexity of the requirement.

- Quotations for items costing between \$5,000.00 and \$20,000.00 must have a letter of quote prepared by the requester. Dollar limits shall be based upon the total order value, not on a line item basis. Under urgent conditions requiring immediate ordering action to fill VCB requirements, quotations may be solicited orally then followed up with a written request for quotation from the supplier. (In all cases the written requests will be initiated by the VCB Executive Director or a member of the VCB Board in his or her absence.)
- Quotations for items or services exceeding \$50,000 must have a letter of quote prepared by the requester and initialed by the VCB Executive Director and an officer of the VCB Board. Awarding a bid for purchases exceeding \$50,000 will require approval of the VCB Board of Directors. Quotes will specify terms and conditions as well as the total cost of the item(s) or service(s) including all applicable taxes and shipping/ delivery charges. (Electronically transmitted quotes or requests for quotes are considered "written" for this Exhibit.)
- In all the above situations, it is important that each supplier be provided with identical specifications. Failure to adhere to this requirement will cause inequitable results in quotations received from suppliers and cause suppliers to lose faith in the purchasing ethics of the VCB.
- If at least three quotations are not possible, the VCB will make a notation on the quote request stating reasons for inability to obtain sufficient quotes, such notation will be initialed by the VCB Executive Director and a member of the VCB Board. Any supplier responding with a statement of no quote will be documented.
- The purchase of advertising media in all forms will be considered "sole source" based on the unique characteristics of a publication's readers, broadcast's or other medium's audience or media reach, and will be exempt from these policies. Other exempt sole source purchases are those items, programs or services that are unique and have no comparable item, program or service in the marketplace.
- All requests for purchases or contracts, except as provided below, shall be advertised for sealed bids when the sum is in excess of the bid limit (\$75,000.00).

Sealed Bid Development

Formal sealed bid invitations (\$75,000.00 and up) will normally be conveyed to interested vendors by advertising the bid (Notice to Bidders) in a local newspaper or specialized publication by legal advertisement. Additionally, the advertisement will be posted electronically on the Web. Electronic advertising may be used alone or in conjunction with the legal notice.

Bid documents should not be made available to prospective bidders before the first publishing of the legal notice. (The posting electronically of the bid advertising (Notice to Bidders) constitutes a publishing).

Sealed Bid Advertisements

The VCB will be responsible for publishing a Request For Proposals or a Request For Qualifications in the case of professional services, submitting the legal advertisements inviting bids and requesting legal notice from the newspaper or a screen print of a web page for each date advertisement is published.

- A Legal Notice-Advertisement for Sealed Bids will be placed once each week for at least two weeks prior to the bid opening date, in a local newspaper of general paid circulation or electronically as noted in the previous section, o The advertisement will contain a general description of the equipment, supplies, or services to be procured, state where specifications may be obtained, time and date of bid opening and other information as needed in the bid requirements.

- o The VCB shall be responsible for documenting evidence of advertising in any format.

County Asset Property Item:

Equipment or other tangible personal property of a non-consumable nature purchased with public sector funds, the value of which is \$1,000.00 or more, and normal expected life of which is one year or more must carry a St. Johns County Property Tag and number and be available for inventory at anytime by the Clerk of The Court.

Amendments/Changes to Contracts or Agreements After Award

The VCB Executive Director may authorize changes/amendments for goods and/or services within the overall scope of the project of up to a cumulative amount of twenty percent (20%) or Fifty Thousand Dollars (\$50,000.00) above the original contract, whichever is higher. Any change with a dollar value exceeding \$50,000 or 20% will require approval by the VCB Board of Directors.

If the change is outside the scope of the original project or procurement and other vendors could reasonably be assumed to provide those additional services more efficiently than the current contract holder, a new invitation for bid must be issued unless bidding would cause a significant delay or other adverse impact on the project. To avoid unnecessary delay, the VCB may coordinate a change order with the existing contractor provided the existing contractor is qualified and available to perform on the new project, or is capable of securing the services of a qualified subcontractor.

Contract Requirements

The formal written agreement between a vendor or consultant and the VCB Board constitutes a contract for purchasing purposes. All contracts for goods or services for the VCB shall be solely between the VCB and the vendor. The successful bidder/proposer shall indemnify and hold St. Johns County harmless against all loss, damage, or expense for reason of injury to person or property arising out of the use of or activities on any said premises by the successful bidder/proposer, its agents, representatives, contractors, subcontractors, or employees.

Specifications Development

In considering and developing specifications, it must always be remembered that expenditures are derived from public sources therefore, the general policy of purchasing good standard grades of merchandise that will represent an optimum of quality, price and provide a satisfactory level of service will be considered.

- Bids and quotations should be based on concise but adequate specifications. Specifications should be composed of features and designs that will satisfy the requirements of the VCB and done in a manner most advantageous to the mission of bringing more visitors to St Johns County.
- Typically, the use of or request for brand name products will not be acceptable. It will be the responsibility of the bidder to convince the specifier that a particular product is equal for the intended use of the item on a particular requirement or project.
- Avoid non-essential quality restrictions that add to cost and difficulty in procurement without adding to utility and value. Avoid specific requirements that will restrict competition.
- Once an invitation to bid (Notice to Bidders) has been advertised, no changes in the specifications can be made, unless an addendum is issued and all known bidders are notified.
- When possible, addendums will not be issued later than 7 days prior to bid opening. Any addendum should instruct the bidder to acknowledge receipt of addendum.
- Once a decision has been reached on the specifications, all bids being evaluated must be based upon these same specifications and no bidder has a right to substitute other specifications or provide alternate items for those contained in the bid.

Procedures Concerning Lobbying

Bidders, proposers, and those intending to qualify must abide by the following requirements: A lobbying blackout period begins upon issuance of the bid solicitation, request for proposal, request for qualifications, and continues until the VCB executes a contract.

Bidders or proposers who do not abide by these rules are subject to having their Bid or Proposal or Qualifications automatically rejected, without further recourse, and shall be subject to debarment for periods up to 12 months. "Blackout" for the purposes of this policy refers to a time period during which vendors, contractors, consultants, or their agents or representatives may not communicate or lobby in any manner with VCB Board members, or staff, other than the designated VCB staff member(s), or designated purchasing agent. The blackout period begins once an

invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued. Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Immaterial or minor deviations that will not alter a bidder's position with respect to receiving the award may be waived. These deviations may be clarified with the bidder or bidders if required to allow the VCB to understand the bid. Illustrative examples included:

- Failure to provide a certificate of affidavit with the bid.
- Failure to submit required proof of financial responsibility with the bid. ➤ Failure to submit requested brochures or catalogs with the bid.

An award will be made to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the bid documents. A cost analysis or a price analysis, as appropriate, shall be conducted by the VCB prior to the awarding of bids.

Bids may not be withdrawn for the time period as specified in the "Notice to Bidders" in the specifications.

Evaluation Team

An Evaluation Team will be established in accordance with this Section for contracts of services in excess of \$100,000. (There is no reasonable expectation that a physical purchase of goods will meet or exceed \$100,000.)

- The Evaluation Team will have as a minimum, three members. At least one officer of the VCB Board of Directors will serve on each Evaluation Team.
- The meeting of each Evaluation Team is a public meeting subject to Florida's Sunshine Law. Reasonable notice of the date, time, and place of the meeting must be given, and the meeting must be held in a place accessible to the public. Minutes of the meeting shall be taken and maintained in the procurement file. Committee members shall return the evaluation forms and other material considered in the evaluation for the procurement file.
- The Evaluation Team shall rank the proposers and conduct interviews of vendors submitting proposals in accordance with the specifications for the RFP/RFQ. Each direct contract that is anticipated to cost more than \$100,000.00 in the fiscal year as opposed to one made by a qualified contractor of the VCB, when the contract is made pursuant to an RFP or RFQ, shall require a ranking and interview of the top three proposers as determined by the Evaluation Team. Following the interviews, the Evaluation Team shall compile the final rankings of the top three proposers based upon the total scoring, which will at that time include a score for the interview. Presentations and interviews will comply with and are subject to the Sunshine Law, and are open meetings.
- The Evaluation Team leader will cause the tally sheets for each RFP and RFQ to be available in the offices of the VCB.
- An evaluation process will be used by the Team in assessing and ranking proposals for all competitive negotiations. Selection criteria and the corresponding point score or rating assigned to each, criterion, and any minimum score required for proposals to be considered

acceptable, should be provided in the RFP/RFQ specifications if possible. Otherwise, a general weighting of the selection criteria will be included in the RFP/RFQ.

- The evaluation criteria will reflect generic or project-specific indicators. Proposal evaluation criteria and the evaluation scoring system will be used objectively and consistently in assessing each proposal received.
- No member of the Evaluation Team shall have contact with any bidder or proposer, or representative, in any capacity, of any bidder or proposer during the "blackout" period. ➤ Each member of the Evaluation Team will be provided a copy of each proposal received along with the corresponding RFP or RFQ specifications. The team members then assess and individually score/rate each proposal using the evaluation criteria or maximum point rating system established prior to the receipt of proposals.
- The VCB Chairman of the Board will sign an affidavit attesting to the procedure being followed.

**ATTACHMENT C
(FISCAL YEAR 2024 PAYMENT SCHEDULE OF ANNUAL CONTACT PRICE)**

Invoice Date	Payment Due
October 1, 2023	\$250,000*
October 15, 2023	\$225,000
November 15, 2023	\$225,000
December 15, 2023	\$225,000
January 15, 2023	\$225,000
February 15, 2023	\$225,000
March 15, 2023	\$225,000
April 15, 2023	\$225,000
May 15, 2023	\$225,000
June 15, 2023	\$225,000
July 15, 2023	\$225,000
August 15, 2023	\$225,000
	=====
Total:	\$2,725,000

*Initial payment made in advance prior to monthly invoicing.

**EXHIBIT 1
(INVOICE TEMPLATE)**



St. Johns County Visitors and Convention Bureau
29 Old Mission Avenue
St. Augustine, FL 32084
(904) 209-4421

INVOICE

Bill To:
St. Johns County, Tourism Development Department
500 San Sebastian View
St. Augustine, FL 32084

Invoice No.: _____
Invoice Date: _____

Item	Description	Amount	
<u>(name of month)</u> Installment	Monthly installment for professional tourism promotional services as established by contract	\$ _____	
	Total	\$ _____	
	Balance Due	\$ _____	

**EXHIBIT 2
(MONTHLY REPORT TEMPLATE)**

**St. Johns Visitor and Convention Bureau
(name of month and year) Monthly Report**

Creative Concept

Include any work done or information updates on action taken or planned to review, revise, improve, or modify the creative concept. Examples may include revisions to ads, logos, etc. or one-time projects such as a significant photo shoot.

Media Planning and Buying

Provide a breakdown of purchased media including details such as type of media, type of advertisement, publication in which advertisement ran, target market and anticipated impact. The information should be organized by the below including sub-headings and an example of submissions are included for each.

Digital

Example:

- *Banners and other display units carried family/beach messaging generating 10,250,000 imps*
- *In Feed and carousel ads carried beach/culinary/attractions messaging generating 550,000 imps*

Print

Example:

- *Full page ads ran in four regional lifestyle magazines, Southern Travel, East Coast Magazine, Southern Living and Southern Lifestyle, with culinary/nightlife messaging generating 65,000 imps*

Broadcast

Example:

- *TV spots ran on two stations in Orlando and one station in Atlanta with family/beach messaging generating 770,000 imps*
- *Radio spots ran on three stations in Jacksonville, four stations in Orlando and three stations in Atlanta with family/beach messaging generating 115,000 imps*

Outdoor

Example:

- Six outdoor boards ran in locations on I-95 from south Georgia to Daytona with a variety of destination experience messaging generating 2,150,000 imps

Search Engine Marketing (SEM)

Example:

- 55 search terms on Google generated 692,292 imps and 32,000 conversions
- 47 search terms on Bing generated 564,045 imps and 23,000 conversions

Cooperative Promotion Activities:

Detail cooperative promotion opportunities run during the month of reporting. Include information on the advertisement type, publication in which the advertisement ran, target audience and participating organizations. An example is provided below.

Example:

- Three newspaper ads focusing on fine dining in the Ponte Vedra Area, ran in three Jacksonville publications. The ads carried 12 participants, (list the participants) who spent a total of \$3,600, VCB spend was \$9,000; generated 200,000 imps
- Two emails were sent to 500 meeting planners in the state of Florida. The email highlighted offering of six participating businesses (list the participants) who spent a total of \$1,500, VCB spend was \$4,000
- Four carousel ads focusing on family friendly travel which targeted millennial travelers with 12 participants (list the participants) who spent \$3,600, VCB spend was \$3,600; generating 52,000 imps

Budget Status

Provide a summary of total dollars spent through the close of the prior month with a breakdown of promotion spend vs. overhead spend. An example submission is included below.

Example:

- \$3,740,000 or 75% of the FY2019 budget has been spent through June
- \$2,879,800 on destination marketing expenses and \$860,200 on administration expenses

EXHIBIT 3
(EXAMPLE OF MONTHLY REPORT TO TDC)



Smith Travel Research
June 2018

Disparity (%)	FY 2018			Running 12 Months		
	Apr	May	Jun	2016	2017	2018
This Year	74.2	64.6	69.0	65.2	65.6	67.8
Last Year	72.8	66.3	66.5	63.8	65.2	65.8
Percent Change	1.8	-1.1	3.7	2.0	0.8	3.1

ADP	FY 2018			Running 12 Months		
	Apr	May	Jun	2016	2017	2018
This Year	154.48	163.84	141.91	128.78	131.99	140.32
Last Year	144.83	167.85	132.85	128.52	128.78	131.99
Percent Change	6.8	4.2	5.9	3.4	2.6	6.3

RevPAB	FY 2018			Running 12 Months		
	Apr	May	Jun	2016	2017	2018
This Year	114.57	105.80	98.50	83.94	88.57	94.28
Last Year	108.23	102.86	87.50	79.87	83.94	88.57
Percent Change	8.9	3.1	9.9	5.5	3.1	9.6

Supply	FY 2018			Running 12 Months		
	Apr	May	Jun	2016	2017	2018
This Year	177,630	183,551	177,630	2,051,247	2,128,248	2,167,859
Last Year	176,879	182,366	180,670	2,023,754	2,051,247	2,128,248
Percent Change	0.5	0.5	0.5	1.4	3.7	1.6

Demand	FY 2018			Running 12 Months		
	Apr	May	Jun	2016	2017	2018
This Year	131,748	118,534	120,793	1,337,065	1,354,562	1,459,065
Last Year	128,550	119,238	118,799	1,263,901	1,337,065	1,394,562
Percent Change	2.5	-0.6	4.3	3.4	4.3	4.6

Revenue	FY 2018			Running 12 Months		
	Apr	May	Jun	2016	2017	2018
This Year	20,351,891	19,420,146	17,141,823	172,191,602	194,066,167	204,730,256
Last Year	18,591,706	18,740,161	16,511,380	161,037,681	172,191,602	184,066,187
Percent Change	9.5	3.8	10.5	6.9	6.9	11.2

Source: STR, Inc. Reproduction or other re-use of this data without the express written permission of STR is strictly prohibited.

Smith Travel Research June 2018

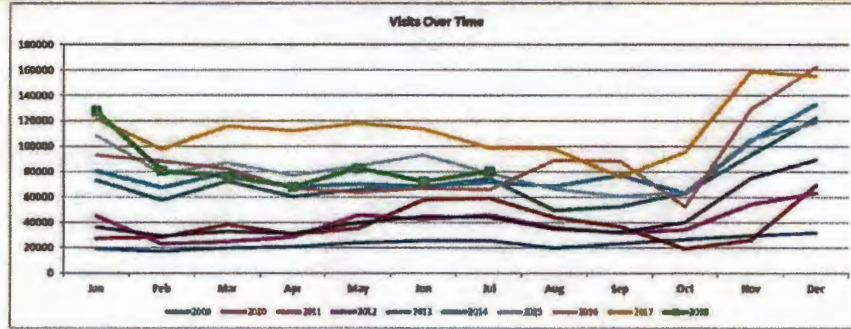
	Current Month June 2018 vs June 2017		Percent Change from June 2017			
	Occ %	ADR	Occ	ADR	RevPAR	Room Rev
	2018	2018				
Hillsborough County, FL	73.5	111.44	0.5	3.1	3.6	5.7
Nassau County, FL	80.8	233.50	-2.1	5.6	3.3	3.3
Pineellas County, FL	75.3	143.64	4.9	5.7	10.9	14.1
St Johns County, FL	68.0	141.91	3.7	5.9	9.9	10.5
Charleston, SC	83.6	153.24	0.9	2.6	3.6	8.9
Jacksonville, FL	73.9	116.66	3.1	5.3	8.5	6.6
Myrtle Beach, SC	83.2	180.10	10.0	1.8	12.0	12.9
Orlando, FL	83.3	127.86	6.1	10.2	16.9	19.0
Sarasota-Bradenton, FL	67.8	125.00	-0.4	-1.5	-1.9	5.2
Savannah, GA	80.3	127.10	2.2	6.4	8.8	11.3
Fort Walton Beach, FL	82.4	219.60	4.3	4.4	8.9	9.9
Daytona Beach, FL	73.0	119.23	7.0	-0.8	6.1	10.7
Zip Code 32084+	69.1	128.88	0.5	1.1	1.6	1.6
Zip Code 32080+	74.0	141.73	8.9	1.8	8.8	11.2
Zip Code 32092+	65.7	97.69	10.6	3.8	14.8	15.2

Source: STR, Inc. Republication or other re-use of this data without the express written permission of STR is strictly prohibited.

Bed Tax Collections

June (Net Collections)	\$ 1,145,753	26%
YTD Net Collections June	\$ 8,517,102	14%
YTD Collections by Area		
Anastasia Island and St. Augustine Beach (32080)	42%	31%
Ponte Vedra Beach (32082)	20%	23%
St. Augustine, Vilano and North Beach (32084)	30%	36%
St. Augustine Shores/South/207 (32086)	1%	1%
World Golf Village and west of I-95 (32092)	6%	7%
I-95&SR 16/Palencia (32095)	0.1%	1%
Other	0.3%	0.5%

Website Dashboard



80,125 Visitors to the Site July -19%
997,431 Visitors to the Site FYTD -11%

VIC Visitation July 2018

SJCC - PVBD Visitor & Information Center						
	July 2018	July 2017	% of Total Visitors	FYTD 2018	FYTD 2017	Total FY 2017
Total Visitors	188	120	0.25%	768	694	667
City of St. Augustine Downtown Visitors Center						
	July 2018	July 2017	% of Total Visitors	FYTD 2018	FYTD 2017	Total FY 2017
Total Visitors	48,236	66,813	67%	421,665	446,385	617,884
St. Augustine Beach Visitors Center						
	July 2018	July 2017	% of Total Visitors	FYTD 2018	FYTD 2017	Total FY 2017
Total Visitors	5,248	4,736	10%	46,782	41,277	62,712
Jacksonville Airport Visitor Information Center						
	July 2018	July 2017	% of Total Visitors	FYTD 2018	FYTD 2017	Total FY 2017
Total Visitors	1,644	886	3%	10,127	8,215	10,663
Total Inquiries at Visitors Centers						
	July 2018	July 2017	% of Total	FYTD 2018	FYTD 2017	Total FY 2017
Total Visitors	54,182	64,814	100%	477,742	496,661	672,236

Departmental Reports



Social Media July 2018

Social Media		YOY Change
Facebook		
Fans added in July	579	
Total Facebook Fans	492,376	5%
Facebook Impressions	2,176,821	
Engagement Rate	13.3%	
Reach	737,593	
Twitter		
Twitter Followers	11,708	14%
Twitter Impressions	108,832	
Instagram		
Instagram Followers	13,111	22%
Instagram Impressions	275,331	
YouTube		
Views To Date	279,428	18%

* Changes in Facebook's algorithm continues to impact followers, reach, impressions and engagement



Communications Summary

	July	FYTD	FYTD 17	
Total Impressions	275,397,412	13,411,130,908	17,659,657,521	-24%
VCB Initiated Stories <i>In publication or broadcasted</i>	357	5,039	3,092	63%



Sales Measurement Summary

	July	Monthly %		YTD %	
		Actual vs Goal	YTD	Actual vs Goal	YTD %
Solicitation Emails/Calls	204	0%	1,707	5%	
Total Leads Distributed	41	8%	289	-14%	
Lead Room Nights	14,849	140%	88,068	30%	
	Quarterly %		YTD %		
	4th Quarter	Actual vs. Goal	YTD	Actual vs. Goal	
Wholesale Room Nights	225	-98%	90,033	-25%	

***Wholesale Room Nights are reported quarterly.



Promotions

EASY SEASON® 2018 RADIO PROMOTIONS

- Launched 23 Easy Season 2018 radio promotions for Atlanta, Gainesville, Jacksonville, Orlando, Tampa, & West Palm Beach markets.
 - Staggered run dates from July 30th to September 10th
 - Media partners include Beasley, Cox, Cumulus, Dix, Entercom, iHeart, & Renda

EASY SEASON & FALL 2018 TV PROMOTIONS

- Launched four (4) Easy Season 2018 TV promotions for Charleston, Macon, Savannah, & Tallahassee.
 - Run dates from July 30th to August 10th
- Developed Local Discovery Florida TV segment targeting Gainesville, Tallahassee, & Valdosta markets (4 minute segment to run for 16 weeks with Easy Season sweepstakes kick-off)
- Media partner is Sinclair Broadcasting Group

VIAAIR & ELITE AIRWAYS PROMOTIONS

- Finalizing four (4) ViaAir promotions for the Charlotte market (iHeart Media Group is the partner).
 - Run dates from September 10-17th
- Developed a promotional package for Elite Airways/Rochester International Airport to promote at Rochester, MN's "First and 3rd Summer Market & Music Festival" on August 23rd



Florida's First Coast of Golf June 2018

	Jun-18	Jun-17	% Change
Rooms	2,022	1,853	9%
Rounds	4,758	4,360	9%
	2018 YTD	2017 YTD	% Change
Rooms	13,004	13,315	-2%
Rounds	30,810	31,330	-2%

Precipitation	2018	2017	Change
	0.48	3.92	-3.44

Temperature (Avg High)	2018	2017	% Change
	82	85	(3)*

Website Traffic		
Jun-18	Jun-17	% Change
2,802	3,645	-23%
2018 YTD	2017 YTD	% Change
45,955	25,369	81%



CEO's Comments

- June lodging metrics were up across the board: Occupancy +3.7%, ADR +5.9%, RevPAR +9.9%, Demand +4.3% and Revenue +10.5%
- Attractions Report that June was down slightly, -4.0% though YTD attendance is up 2.2%
- 23 Radio and four TV Promotions featuring *Easy Season®* : late July – mid Sept.
- Four ViaAir radio promotions in Charlotte during September
- Sales, Promotion and PR programs with NFRA in support of Elite Airways non-stop jet service between NFRA and Rochester, MN
- Work is ongoing for event(s) in May 2019 to mitigate the impact of PLAYERS Championship move to March
- New website and eCRM agency, Tempest began August 1
- RFPs for Hispanic marketing agency and Fulfillment/Call Center are underway



Highlights

- Lodging good growth: June Occ +3.7% ADR +5.9% RevPAR +9.9% Sup +0.5% Demand +4.3%
- Attractions Report that June was down slightly, -4.0% though YTD attendance is up 2.2%
- June web site visits -19% page views -20% property profile views -17% due to pause in SEM with agency transition
- June Visitor Info Centers traffic: -1% YOY
- July Sales: Lead rentals 14,649, 140% of goal; wholesale rentals – still reporting for 4Q
- July Publicity: Initiated stories FYTD 5,039 +63% to YTD goal
- July Social Media: 517,195 fans & followers, 2.8 million impressions
- 27 broadcast promotions to support *Easy Season®* including SOL Music Festival
- Sales, Promotion and PR program to support Elite Airways non-stop jet service developed for Rochester, MN
- New website and eCRM agency, Tempest began August 1
- RFPs for Hispanic agency and Fulfillment/Call Center vendor are underway





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

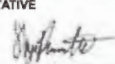
PRODUCER Herbie Wiles Insurance 400 N Ponce de Leon Blvd St. Augustine FL 32084	CONTACT NAME: Skye Perrotto PHONE (A/C, No, Ext): (904) 829-2201 FAX (A/C, No): (904) 829-2020 E-MAIL ADDRESS: sperrotto@herbiwiles.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: TRAVELERS COMPANIES INC NAIC # 058470	
INSURER B: _____	
INSURER C: _____	
INSURER D: _____	
INSURER E: _____	
INSURER F: _____	

COVERAGES **CERTIFICATE NUMBER:** 24-25 PROF LIAB **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			108142155	10/07/2024	10/07/2025	General Aggregate \$1,000,000 Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER St. Johns County, a political subdivision of the State of Florida Attn: Purchasing 500 San Sebastian View St. Augustine FL 32084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

ST. AUGUSTINE PONTE VEDRA

FLORIDA'S HISTORIC COAST®



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Herbie Wiles Insurance 400 N Ponce de Leon Blvd St. Augustine FL 32084	CONTACT NAME: Skye Perrotto PHONE (A/C, No, Ext): (904) 829-2201 FAX (A/C, No): (904) 829-2020 E-MAIL ADDRESS: sperrotto@herbiwiles.com												
INSURER(S) AFFORDING COVERAGE													
INSURED St Johns County Visitors and Convention Bureau Inc 29 Old Mission Ave St Augustine FL 32084-3279	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A: SOUTHERN OWNERS INSURANCE COMPANY</td> <td style="text-align: right;">NAIC # 10190</td> </tr> <tr> <td>INSURER B: EVANSTON INSURANCE COMPANY</td> <td style="text-align: right;">35378</td> </tr> <tr> <td>INSURER C: FAIRFAX FINANCIAL HOLDINGS LIMITED</td> <td style="text-align: right;">058364</td> </tr> <tr> <td>INSURER D: BERKSHIRE HATHAWAY INC</td> <td style="text-align: right;">058334</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: SOUTHERN OWNERS INSURANCE COMPANY	NAIC # 10190	INSURER B: EVANSTON INSURANCE COMPANY	35378	INSURER C: FAIRFAX FINANCIAL HOLDINGS LIMITED	058364	INSURER D: BERKSHIRE HATHAWAY INC	058334	INSURER E:		INSURER F:	
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INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 24-25 MASTER **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC OTHER:		Y	78425715	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Hired/Non-Owned Auto \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS3172692	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Z832844930	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Directors & Officers			NPP1555628L	10/01/2024	10/01/2025	Each Occurrence \$3,000,000 General Aggregate \$3,000,000 Employment Practice Lia \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 St. Johns County/St. Johns County Visitors and Convention Bureau Professional Services Agreement No: 24-PSA-STJ-20360; RFP 1980 and St. Johns County/St. Johns County Visitors and Convention Bureau Single Source No: 23-06; Master Contract 23-MAS-STJ-18737 should be listed. In addition, St. Johns County, Florida should be listed as an additional insured.

CERTIFICATE HOLDER St. Johns County, a political subdivision of the State of Florida Attn: Purchasing 500 San Sebastian View St. Augustine FL 32084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

URGENT: Tourist Development Tax Dollars (TDT) Under Threat - ACTION REQUIRED BY 12:00 NOON TODAY

 Susan Phillips
7:45y 1:44 PM
Stacey Sother

Reply all

mine

This link follows up. See 1 by Wednesday, October 16, 2024. Out by Wednesday, October 16, 2024.

Action Items

Good morning!

Late yesterday, the House of Representatives **published its Tax Package**. This is an annual package prepared by House leadership.

This Tax Package includes a provision to sunset Tourist Development Taxes unless approved by a voter referendum before July 2029. (See lines 109-112 of this document.)

This bill will be heard at 2:00 pm TODAY February 14th by the House Ways & Means Committee.

It effectively puts the fate of TDT taxes back into the hands of voters every six years, which would ultimately destroy St. Johns County's largest employment base (tourism) and a source of sales taxes.

We urge each of you to participate in this short, urgent call to action link below to share the negative impacts of this proposal (it takes less than a minute to complete this link):
https://p2a.co/ya2x381?mc_cid=ffeb3d7818mc_eid=5c48d913

We also need your help in contacting members of the House Ways and Means Committee to brief them on the impact of this proposal!

Here are standard talking points:

- The state lodging industry agreed to levy the Tourist Development Taxes to fund local tourism promotion and this bill is a massive breach of that agreement.
- The bill also puts all entities that rely on Tourist Development Tax collections into jeopardy by mandating local referendums every six years.
- This bill kills local tourism promotion by making retaining staff and vendors impossible. Who will take a job that could be sunset every six years?

Here are the members of the House Ways and Means Committee who will be voting on the House Tax Package on Wednesday afternoon.

Rep Stan McClain (Ocala) Stan.McClain@myfloridahouse.gov
Rep James Buchanan (North Port) James.Buchanan@myfloridahouse.gov
Rep Chip LaMarca (Lighthouse Point) Chip.LaMarca@myfloridahouse.gov
Rep Anna V. Eskamani (Orlando) Anna.Eskamani@myfloridahouse.gov
Rep Danny Alvarez (Riverview) danny.alvarez@myfloridahouse.gov
Rep Doug Bankson (Apopka) doug.bankson@myfloridahouse.gov
Rep Webster Barnaby (Deland) Webster.Barnaby@myfloridahouse.gov
Rep Kimberly Berfield (Clearwater) kim.berfield@myfloridahouse.gov
Rep Daryl Campbell (Fort Lauderdale) Daryl.Campbell@myfloridahouse.gov
Rep Mike Caruso (West Palm Beach) Mike.Caruso@myfloridahouse.gov
Rep Joe Casello (Boynton Beach) Joe.Casello@myfloridahouse.gov
Rep Wyman Duggan (Jacksonville) Wyman.Duggan@myfloridahouse.gov
Rep Tom Fabricio (Hialeah) Tom.Fabricio@myfloridahouse.gov
Rep Dianne "Ms Dee" Hart (Tampa) Dianne.Hart@myfloridahouse.gov
Rep Jeff Holcomb (Spring Hill) jeff.holcomb@myfloridahouse.gov
Rep Sam H. Killebrew (Winter Haven) Sam.Killebrew@myfloridahouse.gov
Rep Michele K. Rayner (St. Petersburg) Michele.Rayner@myfloridahouse.gov
Rep Spencer Roach (North Fort Myers) Spencer.Roach@myfloridahouse.gov
Rep Will Robinson (Bradenton) Will.Robinson@myfloridahouse.gov
Rep Rick Roth (West Palm Beach) Rick.Roth@myfloridahouse.gov
Rep Tyler I. Sirois (Merritt Island) Tyler.Sirois@myfloridahouse.gov
Rep David Smith (Winter Springs) David.Smith@myfloridahouse.gov
Rep Allison Tant (Tallahassee) Allison.Tant@myfloridahouse.gov
Rep Susan L. Valdes (Tampa) Susan.Valdes@myfloridahouse.gov

This package will be the House of Representatives' starting point for negotiations with the Senate leadership during budget negotiations.

It is important for lawmakers to hear from Floridians about the negative impacts of this proposal. This will provide important input in those negotiation meetings.



Please reach out to me with any questions. Thank you!


Susan

Susan Phillips
President & Chief Executive Officer
St. Augustine, Ponte Vedra & The Beaches Visitors & Convention Bureau
29 Old Mission Avenue
St. Augustine, Florida 32084
904-209-4430 (office)
SPhillips@FloridasHistoricCoast.com



**URGENT: ADDITIONAL INFORMATION/UPDATE - Tourist Development Tax Dollars (TDT) Under Threat
- ACTION REQUIRED BY 12:00 NOON TODAY**

 **Susan Phillips**
Today, 3:44 PM
Stacey Sather 

 Reply all 

Inbox

Flag for follow up. Start by Wednesday, October 16, 2024 Due by Wednesday, October 16, 2024

From: Susan Phillips <sphillips@floridashistoriccoast.com>
Sent: Wednesday, February 14, 2024 10:06 AM
To: Susan Phillips <sphillips@floridashistoriccoast.com>
Subject: URGENT: ADDITIONAL INFORMATION/UPDATE - Tourist Development Tax Dollars (TDT) Under Threat - ACTION REQUIRED BY 12:00 NOON TODAY

Everyone,

In the interest of time, we need for each of you to ****call** Speaker Renner's office before 12:00noon today (850-717-5019).**

Please let his team know the following (or something similar): *I live in your district and as my representative I ask that you please vote to ~~remove~~ the TDT language out of the Tax Package. Tourism is essential to my business and to our County.*

Thank you!

Susan

Susan Phillips
President & Chief Executive Officer
St. Augustine, Ponte Vedra & The Beaches Visitors & Convention Bureau
[29 Old Mission Avenue](https://www.floridashistoriccoast.com)
[St. Augustine, Florida 32084](https://www.floridashistoriccoast.com)
904-209-4430 (office)
SPhillips@FloridasHistoricCoast.com





**EVALUATION SUMMARY SHEET - PROPOSALS
ST. JOHNS COUNTY, FLORIDA**

Date: October 31, 2024
RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

	PURCHASING	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR			
FIRM	Pricing	Carly Zervis	Steven Jones	Amy Klassen	Kimberly Wilson	Philip McDaniel	Todd Hickey	Gabe Pellicer	Tera Meeks	TOTAL	RANK	COMMENTS
St. Johns County Visitors and Convention Bureau, Inc.	200	98	93	93	90	95	93	94	60	916	1	Shortlist Presentation
Chatter Buzz Media, LLC	49	80	90	96	40	45	65	80	100	645	2	Shortlist Presentation

Posted to Demandstar: 13-Nov-24

NOTE:
THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER. IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL AND ATTACHED TO THIS EVALUATION SUMMARY SHEET. ALL RECORDS SHALL BECOME AVAILABLE FOR INSPECTION AND COPYING PURSUANT TO CHAPTER 119, F.S.
ANY ACTUAL BIDDER, PROPOSER, SUPPLIER, OR RESPONDENT WHO IS AGGRIEVED IN CONNECTION WITH A NOTICE OF INTENT TO AWARD A CONTRACT, WHERE SUCH GRIEVANCE IS ASSERTED TO BE THE RESULT OF A VIOLATION OF THE REQUIREMENTS OF THE ST. JOHNS COUNTY PURCHASING POLICY AND ASSOCIATED PROCEDURES, OR ANY APPLICABLE PROVISION OF LAW BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE COUNTY, MAY FILE A PROTEST WITH THE PURCHASING DIRECTOR AS PROVIDED IN SECTION 13 OF THE SJC PURCHASING POLICY.



**ST. JOHNS COUNTY, FL
BOARD OF COUNTY COMMISSIONERS**

REQUEST FOR PROPOSALS

RFP NO: 1976

DESTINATION MARKETING MANAGEMENT SERVICES

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150 – Main
www.sjcfcl.us/Purchasing/index.aspx

FINAL: 08/29/2024

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

TABLE OF CONTENTS

PART I:	SOLICITATION TERMS AND CONDITIONS	3
PART II:	SCOPE OF SERVICES	6
PART III:	PROPOSAL SUBMITTAL REQUIREMENTS & EVALUATION	9
PART IV:	CONTRACT REQUIREMENTS	15
PART V:	ATTACHMENTS/FORMS	19

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

PART I: SOLICITATION TERMS AND CONDITIONS

A. DEFINITIONS

Terms used within this Request for Proposals ("RFP") shall have the meaning as set forth in the St. Johns County Purchasing Policy ("Policy"), or as specifically provided herein.

B. PURPOSE & INTENT

The purpose for this RFP is to solicit Proposals from qualified Proposers, for consideration in performing oversight and management of a qualified third-party marketing firm, which must be contracted after a comprehensive search and competitive solicitation. The intent of the County is to select the most qualified Proposer to perform the required services, based upon the evaluation of the submitted Proposals, and presentations if applicable, in accordance with the Evaluation Criteria provided herein.

C. SUBMITTAL DEADLINE & LOCATION

Proposals submitted in response to this RFP must be delivered to and received by the SJC Purchasing Department by or before **four o'clock (4:00PM EST) on Thursday, October 3, 2024**. Any proposals received by the SJC Purchasing Department after the stipulated deadline shall not be considered and will be returned to the Proposer, unopened.

Proposals must be submitted to: SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

The County is not responsible for Proposals that are incorrectly labeled, addressed, mailed, or otherwise end up in an inappropriate location other than the SJC Purchasing Department. Any such Proposal that is not received in the SJC Purchasing Department shall be returned to the Proposer, unopened.

All mail delivered to the County is processed through SJC Central Receiving. Proposers must factor the additional time for processing when mailing their Proposals to the County. Any Proposals that are not delivered to the SJC Purchasing Department by the Submittal Deadline above shall not be considered, even if the Proposal is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Proposals that are delayed in delivery due to mail processing activities of the County's Central Receiving Office.

D. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFP must be directed, *in writing*, to the following Designated Point of Contact provided below:

Designated Point of Contact: Greg Lulkoski, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
Email: glulkoski@sjcfl.us

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Sherrie Ashby, Procurement Coordinator, at sashby@sjcfl.us.

E. LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Proposers **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP. Any such communication is a violation of the Policy and shall result in disqualification, and removal from consideration for award of a contract under this RFP.

F. NON-MANDATORY PRE-PROPOSAL MEETING

A non-mandatory Pre-Proposal Meeting will be held on **Monday, September 9, 2024, at 9:00AM**, in the HR Training Room, at the St. Johns County Administration Building, located at 500 San Sebastian View, St. Augustine, FL 32084. Proposers are not required to attend the Pre-Proposal Meeting, but it is strongly recommended by the County. Proposers are encouraged to review the solicitation documents prior to the Pre-Proposal Meeting in order to familiarize themselves with the solicitation requirements.

G. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFP shall be directed, in writing, to the Designated Point of Contact provided above, by or before **four o'clock (4:00PM) EDST on Thursday, September 19, 2024**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the Proposal submittal deadline in order to clarify or answer questions as necessary to serve the best interest of the County.

H. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events below. The dates provided may change at the discretion of the County. If any modifications impact the schedule of this RFP, through and until the deadline for submitted Proposals, the County will issue an Addendum to this RFP.

Broadcast of RFP	August 29, 2024
Pre-Proposal Meeting	September 9, 2024
Deadline for Questions	September 19, 2024
Issuance of Final Addendum	September 29, 2024
Proposal Submittal Deadline	October 3, 2024
Tentative Evaluation of Submitted Proposals	October 14, 2024
Negotiated Contract to BOCC for Approval	November 5, 2024

I. ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this RFP will be provided via Addendum, and posted to Demandstar (www.demandstar.com) with the RFP Documents. All planholders for this RFP will be notified of the posted Addendum by Demandstar. It is the Proposer's responsibility to obtain all issued Addenda, either through Demandstar, or from the Designated Point of Contact, as provided herein. The County is not responsible for a Proposer's failure to obtain any issued Addendum.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the Submittal Deadline for Proposals, however, the County reserves the right to issue addenda at any time prior to the Submittal Deadline for Proposals, if the County determines that the issuance of the addenda serves the best interest of the County.

Any and all issued Addenda must be acknowledged on **Attachment "H"**, provided herein, with all copies of each Proposer's submitted Proposal. Failure to submit an issued addendum with the submitted Proposal may result in the Proposer being deemed non-responsive, and being removed from consideration for award. The County reserves the right to request from any Proposer, copies of any missing addenda, if the content included in the Addenda is not of a material nature to the merit of the submitted Proposal.

J. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the County's governing body shall not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

J. COMPLIANCE WITH FLORIDA STATUTE 287.138

1. Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.
2. Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

K. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

L. SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

M. RIGHT TO REJECT/ACCEPT

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Proposer that best serves the interest of St. Johns County.

N. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All terms and conditions of the St. Johns County Purchasing Policy ("Policy") and associated procedures are incorporated into this RFP Document by reference, and are fully binding. Proposers are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the Policy and associated procedures.

This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the Policy and associated procedures. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Policy and associated procedures.

O. SUB-CONTRACTORS

If a Proposer elects to sub-contract with any firm(s), for any portion(s) of the required Services, Proposer must identify such subcontracted firm(s) in the submitted Proposal, along with the portion(s) of Services they are intended to perform. The County may, at its discretion, require any Proposer to submit any and all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the subcontracted firm(s) proposed to perform services to ensure, to the County's satisfaction, that the firm(s) are appropriately qualified and capable to perform the specified Services.

Prior to the award of a contract, the County will notify the Proposer in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Proposer then may, at his option, withdraw the submitted Proposal, or submit an acceptable substitute at no change in terms of the submitted Proposal. If the Proposer fails to submit an acceptable substitute within seven (7) calendar days of the original notification, the County then may disqualify the Proposer, at no cost to the County.

The County reserves the right to disqualify any Proposer, Consultant, Contractor, Supplier, or Individual due to previously documented issues with performance, quality or compliance.

Any firm(s) or individual(s) subcontracted by the awarded Consultant to perform any portion(s) of the required Services, must only perform the Services for which they were proposed, and shall not be changed without prior written approval by the County.

The awarded Consultant shall be responsible for any and all Services performed by any subcontracted firm(s) or individual(s), and such subcontracts shall not relieve the awarded Consultant of any of the obligations and responsibilities stated in the awarded Consultant.

P. E-VERIFY

As a condition precedent to entering into an Agreement, and in accordance with Section 448.095, Florida Statutes, the awarded Consultant and any subcontracted firm(s) or individual(s) shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

1. Awarded Consultant shall require each of its subcontracted firm(s) or individual(s) to provide Consultant with an affidavit stating that the subcontracted firm or individual does not employ, contract with, or sub-contract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County, Consultant, or any subcontracted firm or individual who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The County, upon good faith belief that a sub-consultant or sub-contractor knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontracted firm or individual.
4. Consultant acknowledges that, in the event that the County terminates the awarded contract for Consultant's breach of these provision regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Agreement for breach of these provisions regarding employment eligibility.

PART II: SCOPE OF SERVICES

A. OBJECTIVE

St. Johns County is seeking to establish a five-year agreement with a professional organization ("Consultant") to oversee and facilitate destination marketing with the goal of increasing the local economic impact of tourism. The selected Consultant will be expected to (1) conduct a comprehensive search and competitively procure a high-quality destination marketing agency through a solicitation process, and (2) provide ongoing marketing management services in coordination with the St. Johns County Tourism Industry. The total annual budget for this contract, including both management services and marketing expenses, is approximately \$4.5 million.

B. SCOPE OF SERVICES

The awarded Consultant must perform the following Tasks:

Task 1 – Comprehensive Search and Solicitation of a Sub-Contracted Professional Marketing Agency

- Within seven (7) business days of contract execution, develop and submit a solicitation for a tourism destination marketing agency sub-contract to the St. John County Tourism Department for review and approval. The County shall take no more than five (5) business days to provide modifications and/or approve the solicitation.

- Within three (3) business days of receipt of the County's approval of the solicitation, the Consultant shall broadcast the solicitation at a national and international level, to ensure the highest exposure to the marketing industry. Consultant must develop a list of leading destination marketing firms to include in the broadcast of the solicitation.
- The solicitation must provide a submittal deadline, location, and format for proposals, and must provide a structured process for receiving and answering questions, or providing clarifications, and must provide for a structured method for distributing answers and clarifications to all interested Proposers in a uniform manner. Solicitation must provide parameters by which the proposals shall be evaluated.
- Copies of all submitted proposals to the solicitation must be submitted to the St. Johns County Tourism Department within five (5) business days of the RFP closing.
- The Consultant shall evaluate the proposals and select the proposer with the best proposal to perform tourism destination marketing services within 10 business days of the submittal deadline for proposals.
- The Consultant shall negotiate and draft a sub-contract for tourism destination marketing that mirrors the duration of the Consultant's management contract.
- The Consultant shall provide a draft copy of the contract for tourism destination marketing to the County for review and approval prior to final execution. The County shall take no more than five (5) business days to provide modifications and/or approval of the contract.
- The Consultant shall have a fully executed tourism destination marketing subcontract in place within 45 days of the solicitation submittal deadline.

Task 2 – Coordination of Marketing Efforts with a Tourism Promotions Working Group

- The Consultant will meet monthly with a Tourism Promotions Working Group to provide updates on promotional efforts and gather input for future promotional efforts. The Tourism Promotions Working Group includes members of key tourism support agencies such as the Visitors and Convention Bureau, the Cultural Council, and the Chamber of Commerce, industry representatives from the local governments, including but not limited to St. Johns County, the City of St. Augustine, and the City of St. Augustine Beach, as well as representatives from the industry, including one member of the Tourist Development Council, or as otherwise determined by the County and/or Tourist Development Council.
- With input from the Tourism Promotions Working Group, the Consultant will develop the annual destination marketing plan. The Consultant will present the annual marketing plan to the Tourist Development Council (TDC) at the regularly scheduled June meeting. If necessary, the Consultant will revise the annual marketing plan based on comments/direction received from the TDC and present the revised marketing plan to the TDC at the subsequent regularly scheduled TDC meeting.

Task 3 – Attend Tourism Related Meetings

In addition to attending the monthly Tourism Promotions Working Group meetings, Consultant must:

- Attend all regularly scheduled TDC meetings and be prepared to give a brief marketing update if requested (approximately five minutes in length). The TDC meets up to one time per month, with the meeting typically occurring on the third Monday of the month unless that Monday is a Federal Holiday observed by the County. In a typical year, the TDC meets 6 to 7 times.
- Present a marketing status update report to the TDC at up to two regularly scheduled TDC meetings per fiscal year, as requested. Presentations should be approximately 20 minutes in length.

- Be available for meetings with County Officers and Staff regarding tourism initiatives, with notice of at least 2 business days.

Task 4 – Management and Implementation of Tourism Destination Marketing

With the assistance of the procured Sub-consultant, and with input from the Tourism Promotions Working Group, the Consultant shall provide the following deliverables:

- **Development of Creative Concept**

The Consultant must guide the development of creative advertising programs, branding campaigns, television, magazine, newspaper, radio, digital and other forms of marketing. Additionally, the Consultant shall strategically plan, integrate, manage and execute an assortment of marketing projects. The Consultant shall ensure the subcontracted marketing firm uses various forms of media to create communications that convey the breadth and depth of the destination to target audiences for the purpose of increasing the economic impact of tourism in the County. The Consultant shall oversee the development of creative campaigns for implementation on a state, national and international level. The development of the creative concept will be guided and approved by the Tourism Promotions Working Group.

- **Production/Design**

The Consultant shall provide the level of guidance and oversight to the sub-contracted marketing firm necessary to ensure the sub-contractor conforms to standard industry advertising practices to develop or produce the quality of artwork, digital advertising including online banners and pre-roll video, digital files, printed matter (including annual travel planner), radio and television commercials, specialty advertising items and other collateral materials as required by the Tourism Department and purchase them at advantageous rates. Oversight responsibilities may also include but are not limited to following tasks to be charged to the sub-contracted firm, including but not limited to:

- Engagement of talent;
- Finished artwork;
- Video/radio scripts;
- Dubs of broadcast materials;
- Digital files/disks of finished materials to the Tourism Department or designated recipient including pdf files, JPGs, Raw files, etc.

- **Media Planning and Buying**

- The Consultant must be the principal advisor and provider to the Tourism Department on media buying services and shall work with the Tourism Promotions Working Group to develop an annual destination marketing plan that defines major goals, primary target markets, overall promotional strategy and key projects.
- The Consultant shall work with the Tourism Promotions Working Group to develop the annual destination marketing plan that focuses on delivering the most efficient and effective marketing for reaching the defined target audiences based on research and analytics.
- In coordination with the Tourism Department staff, the Consultant shall present the annual destination marketing plan to the TDC at the regularly scheduled June meeting. If necessary, the Consultant shall revise the annual destination marketing plan based on comments/direction received from the TDC.
- The Consultant shall negotiate and contract with advertising media and others at the most advantageous rates available in the commercial advertising market. Additional emphasis should be placed on obtaining added value elements to all media buys including additional space/time, online components and promotional programs.
- The Consultant shall monitor and review insertions of advertisements in publications, displays, broadcasts and

other advertising media used to such a degree as is the custom by commercial advertising agencies and make adjustments as necessary to meet performance measures. The Consultant shall check such items as date of appearance, position of ad, size, mechanical reproduction and any other related factors and shall furnish the Tourism Promotion Working Group with samples of proof of placement and running of some of the said advertisements by providing tear sheets with date of insertion or other evidence of placement at monthly Working Group meetings.

- The Consultant shall develop a quarterly report, table or flowchart of activity by month for each market and shall report on the number of impressions generated for the various markets.

Task 5 – Tracking and Reporting

- Consultant must track the effectiveness of advertising and marketing campaigns administered by the Sub-contractor, including return on investment when possible, and adjusting the campaigns as necessary when performance measures are not met.
- Consultant must provide a monthly report of the tracked data and performance improvement plans to the Tourism Department within the first seven (7) business days of each month for the previous month.
- Consultant must present the monthly tracking report to the Tourism Promotion Working Group and the TDC at regularly scheduled meetings.

Task 6 - Account Management

Consultant's account management responsibilities include but are not limited to:

- Retaining custody of digital copies and original artwork belonging to the County and supplying copies to third parties for marketing purposes, as requested by the County and/or the Tourism Promotions Working Group.
- Providing needed account service, consultation, and regular contact to ensure prompt completion of projects.
- Maintaining internal procedures which ensure budget control, prompt billing and quality control, including but not limited to auditing invoices for space, time, preparation and services and forwarding these invoices to the Tourism Department for payment.
- Providing monthly budget spreadsheets detailing all billing.
- Handling procurement and management of the Sub-contractor for County tourism destination promotions related to said contract, such as but not limited to, fulfilment, research, photography, videography and printing /binding functions.
- The Consultant's main point of contact for this contract will be the Tourism Department.

PART III: PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT

A. PROPOSER RESPONSIBILITIES

Proposers are responsible for any and all costs associated with developing and submitting a Proposal in response to this RFP. Additionally, Proposers are solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Proposer may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

All Proposals received in response to this RFP shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting a Proposal, each Proposer certifies that he/she has fully read and understands any and all instructions in this RFP, and has full knowledge of the scope, nature, and quality of work to be performed. All Proposals submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days.

Proposers are responsible for complying with all applicable provisions of the St. Johns County Purchasing Policy as well as all applicable rules, laws, codes and ordinances throughout the solicitation process.

B. MINIMUM QUALIFICATIONS

Proposers must be fully licensed to do business and perform the required Services in the State of Florida and St. Johns County. Failure to demonstrate at least the minimum qualifications in the submitted Proposal shall be grounds for a Proposer to be deemed non-responsive, and to be removed from further consideration. Proposer must submit sufficient documentation to clearly demonstrate that the Proposer meets or exceeds the following minimum qualification requirements:

1. Must have an active registration with the State of Florida, Department of State, Division of Corporations. Proof of registration must be provided with the Proposal. Any Proposer who does not have a currently active registration with Sunbiz, will be disqualified and removed from consideration; and
2. Must possess or must agree to obtain upon a posted Notice of Intent to Award, a current Local Business Tax Receipt for St. Johns County; and
3. Must have a minimum of five (5) years of experience providing marketing management services similar to those specified herein.

Failure by any Proposer to sufficiently demonstrate material compliance with the minimum qualification requirements stated above, shall result in the Proposer being deemed non-responsive and removed from further consideration.

C. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Proposer must mark each page of the submitted RFP Package or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

D. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the awarded Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. 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.
2. In accordance with Florida law, to the extent that Consultant's performance constitutes an act on behalf of the County, Consultant shall comply with all requirements of Florida's public records law. Specifically, if Consultant is expressly authorized, and acts on behalf of the County under the awarded Agreement, Consultant shall:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- iii. Ensure that public records related to the awarded Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the awarded Agreement and following completion of the awarded Agreement if the Consultant does not transfer the records to the County; and
- iv. Upon completion of the awarded Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services.

If the Consultant transfers all public records to the County upon completion of the awarded Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the awarded Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the awarded Agreement by the County.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, (904) 209-0805, publicrecords@sjcfl.us.

E. USE OF COUNTY LOGO

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

Proposers shall not include the St. Johns County Seal/Logo in any part of their submitted package. Any packages received by the SJC Purchasing Division, which contain the County Seal/Logo may be deemed nonresponsive to this requirement. The County reserves the right to request the submitting firm to resubmit a package with the County Seal/Logo removed, within twenty-four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the County.

F. CONFLICT OF INTEREST

Proposers must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Proposers must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Proposers are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Proposer may undertake and request an opinion from

the County, whether such association, interest, or circumstance constitutes a conflict of interest.

Proposers must disclose any employment or contractual relationship with any County employee or officer within the submitted Proposal, along with any potential ownership interest of the Proposer Firm held by a County employee or officer.

No Proposer, or Key Personnel of a Proposer may participate in more than one (1) response to this RFP. Participation in multiple responses shall result in the disqualification and removal from consideration all Proposers involved.

The awarded Consultant must promptly notify the County, in writing, any and all potential conflicts of interest for any prospective or current business association, interest, or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of the work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

G. PROPOSAL SUBMITAL INSTRUCTIONS

Proposers must submit one (1) original hard copy of their Proposal, and one (1) exact electronic PDF copy of the hard-copy original on an unlocked USB Drive, in a sealed envelope or container, labeled with the Proposer's full legal name, mailing address, and the solicitation name and title. A mailing label has been provided herein to assist with this process. The County is not responsible for any Proposals that are incorrectly labeled and/or that are not delivered to the appropriate location due to incorrect packaging or labeling.

Proposals must use 8 ½"x11" pages, with no less than ½" margins and 11pt font. CD/DVD is not an acceptable alternative to the USB Drive. All headings, sections, and sub-sections must be appropriately identified.

Submitted Proposals must include documentation to satisfactorily demonstrate all required information, and may include supplemental information, as needed, to appropriately address any required component of this RFP, provided that the Proposal complies with all requirements specified herein, including any page limits.

Submitted Proposals must include, at a minimum, the following components, including any and all forms and attachments provided herein, as listed below:

Section 1: Proposal Cover Page (Complete and Submit) and Cover Letter

Proposers shall complete and submit the Proposal Cover Page provided herein, and must also provide a 1-2 page cover letter that must include, but is not limited to, the following:

- Full legal company name, including any applicable fictitious name(s) and company type (i.e. Corporation, Partnership, Joint Venture, etc.);
- Physical street address and mailing address (if different), including any other location(s) which may perform portion(s) of the Services;
- Primary point of contact information (name, phone, and email), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.) and business philosophy; and
- Brief statement regarding Proposer's interest in this solicitation.

Delegation of Authority

Proposer must provide a signed Delegation of Authority Letter for any representative(s) signing the Proposal on behalf of the Proposer, who are not principals, owners, partners, etc., for the Proposer's firm. The Delegation of Authority letter must state the levels of authority delegated to each representative, must be on company letterhead, and must

be signed by a principal, owner, or partner (as applicable) of the Proposer's firm.

Section 2: Qualifications and Experience

Proposer must provide documentation to fully demonstrate the qualifications and capabilities of the Proposer's firm and all Key Personnel who may perform Services, if awarded. The required documentation shall include, at a minimum:

Licenses/Certifications – Proposer must provide all current licenses and certifications held by the Proposer relative to the specified Services.

Project Team – Proposer must provide the Key Personnel who will comprise the project team, and provide description of their qualifications, education and capabilities to perform the Services. Indicate whether the firm currently has on payroll all employees necessary for performance of all the required work or whether firm would have to hire new employees. Describe staffing plans and the intended presence in the County.

Certificates of Insurance – Proposer must demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or must provide documentation from a qualified provider certifying the Proposer's ability to obtain the required insurance coverages upon award.

Claims and Litigation History – Proposers shall provide a list of all claims and/or litigation history for the past seven (7) years by completing and submitting **Attachment F**.

Agency's Experience:

- Demonstrate a minimum of five (5) years of experience providing marketing management services similar to those specified herein.
- Provide a complete list of clients that the agency has managed third-party marketing contracts for, denoting dates of service.
- Provide details of all experience managing third-party marketing firms, coordinating management plans with working groups and leading the implementation of an approved marketing plan. Describe how the agency has effectively and efficiently coordinated with representatives of multiple interest groups to develop and implement a consolidated marketing plan.
- Provide examples of key client projects, and the results obtained, that relate to the management of marketing services.
- Identify the two current clients and two former clients that are most similar to St. Johns County. If possible, use examples for which the agency managed subcontracts related to the travel industry and destination marketing services. Provide contact information for the two clients for the purpose of checking references.

Section 3: Approach / Methodology

Proposer must provide a written narrative detailing the Proposer's proposed approach and methodology for performing the required services as specified herein, including the Proposer's unique capabilities and strategies that contribute to Proposer's success, and meeting the objective(s) of the County. The narrative must provide details related to the strategies and processes to be utilized for the various aspects of the specified Services, and any additional information necessary to provide a clear understanding of how the Proposer intends to perform.

Section 4: Pricing

Proposer must submit a comprehensive pricing proposal for all costs throughout a five (5) year contract, including a complete breakdown of all costs, fees, amounts and charges, which would potentially be billed to the County for the Services in each year of the five (5) year contract. Proposer must indicate within the pricing proposal whether or not Proposer would request consideration of an annual increase to be considered after the first year of the awarded Contract. If the Proposer intends for the total annual cost to remain flat for the full five (5) year contract term, Proposer

shall indicate as such within the pricing proposal.

All costs related to performing the required management services must be identified and presented in the pricing proposal in order for the County to evaluate this criterion. This includes any and all costs, expenses, charges, amounts, including those attributable to the sub-contracted services. Failure to submit a total annual cost for five (5) years, along with a full and complete breakdown shall be grounds for a Proposer being deemed non-responsive and removed from further consideration. The total anticipated annual budget for this contract, including both management services and marketing expenses, is approximately \$4 million.

Any and all pricing is subject to negotiation and acceptance by the County. Pricing submitted in a Proposal is considered an offer, and a starting point for negotiations. The County is not obligated to accept the pricing as submitted in a Proposal.

Section 5: Administrative Information

Proposers shall submit the completed County Attachments, as provided herein, along with all acknowledged Addenda issued by the County during the solicitation.

H. DETERMINATION OF RESPONSIVENESS

The SJC Purchasing Division shall review each submitted Proposal for responsiveness and responsibility to the requirements provided herein. Any Proposer who is deemed non-responsible and any Proposal that is materially non-responsive to the requirements of this RFP shall be disqualified and removed from consideration prior to evaluation of Proposals. Only those Proposals from responsible Proposers shall be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

I. EVALUATION OF PROPOSALS

All responsive Proposals will be evaluated by an Evaluation Committee of no less than five (5) individuals. Evaluators will review and score the Proposals, individually, with no interaction or communication with any other individual. Evaluators' scores will be announced at a Public Evaluation Meeting in accordance with Florida Sunshine Law. Evaluation of the responsive Proposals shall be in accordance with the Evaluation Criteria as provided herein. County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a Proposer, including past performance (experience) with the County prior to making any recommendation for award, or moving forward with negotiations.

In the event the Evaluation Committee determines that interviews and/or presentations from a shortlist of Proposers is necessary in order to make a recommendation for award, such determination shall be communicated to the Proposers with details as to the requirements of such interviews and/or presentations. The interviews/presentations will be scored by the Evaluation Committee, and the scores shall be added to the scores for the proposal for each Proposer, to determine the Total Score for each Proposer. The criteria by which presentations will be scored will be provided to the shortlisted Proposers with the notification by the County. Scores for the interviews/presentations shall be announced at a subsequent Public Evaluation Meeting, in accordance with Florida Sunshine Law.

J. EVALUATION CRITERIA AND SCORING

Proposals shall be evaluated in accordance with the Evaluation Criteria and associated scoring provided below:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
A. Qualifications and Experience	50
B. Approach/Methodology	50
C. Pricing	25
Total Points Possible:	125

F. Interviews/Presentations – Shortlisted Firms (If Applicable) 75

Total Points Possible: 200

K. FORMULA FOR EVALUATION OF PRICING:

The proposed pricing for the full five (5) year contract, submitted by each Proposer shall be scored by the SJC Purchasing Department, in accordance with the formula provided below. The maximum score for this criterion is twenty-five (25) points. The score for each Proposer will be multiplied by the number of Evaluators in order to maintain the ratio for the total score.

Vendor	Total Cost for Five Years	Percentage	By	Weight	Equals	Weighted Score:
A	\$400,000.00	100%	X	25	=	25
B	\$500,000.00	80%	X	25	=	20
C	\$800,000.00	50%	X	25	=	12.5

M. SHORTLIST PRESENTATIONS/INTERVIEWS (IF APPLICABLE)

Upon evaluation of Proposals, the Evaluation Committee shall determine whether or not presentations or interviews are needed from a shortlist of Proposers in order to make a final recommendation. In the event presentations/interviews are determined to be necessary, a shortlist of Proposers will be identified. The makeup of the presentations/interviews will be provided to the shortlisted Proposers after the initial evaluation meeting. The score for presentations/interviews shall be added to the score for the Proposals, to determine the total score and ranking of the shortlisted Proposers.

N. NEGOTIATIONS & AWARD

Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose.

Upon evaluation and final ranking of Proposals, including any interviews and/or presentations (if applicable), a Notice of Intent to Award will be issued, expressing the County’s intent to negotiate and award a Contract.

It is the intent of the County to enter into negotiations with the top ranked firm, provided no documentable justification is provided that would prohibit the County from proceeding with the top ranked firm. If the County and the selected Proposer are able to reach an agreement for the required Services, a Contract will be executed. If the County and the selected Proposer are unable to reach an agreement, the County shall cease negotiations with the top ranked firm, and shall initiate negotiations with the next successively ranked firm with the intent of coming to an agreement. This process shall continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm in the rankings does not serve the best interest of the County.

The negotiated Contract shall be submitted to the Board of County Commissioners (“Board”) for approval to execute.

O. PROTEST PROCEDURES

Any actual Proposer who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Director of Purchasing & Contracts. Protestor shall submit the Protest in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of this RFP is to select one individual or firm through the evaluation process and to negotiate and execute

a contract, upon successful negotiations, for performance of the required Services. It is anticipated the County will issue a professional services contract on a form provided by the County.

The term of the awarded Contract shall be determined upon negotiations between the selected Proposer and the County.

Any contract(s) negotiated with any individual or firm responding to this RFP will be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

In the event that a Contract is attached to the RFP, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract is not attached to the RFP, it is expressly understood that the County's preference/selection of any proposal does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County's preference/selection of any proposal, contract negotiations will follow between the County and the selected Proposer. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Proposer. The County reserves the right to delete, add to, or modify one or more components of the selected Proposer's proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

It is expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Proposer. The County reserves the right to delete, add to, or modify one or more components of the selected Proposer's proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

B. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Consultant is continuing to provide sufficient financial support, services and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that Consultant no longer possesses the financial support, services and organization which would have been necessary during the RFP evaluation period in order to demonstrate appropriate capability to perform the required services.

C. FORCE MAJEURE

If awarded a Contract on the basis of the submitted Proposal, the Proposer pledges to perform the specified Services barring any delays due to force majeure events which are not reasonably foreseeable and beyond the control of both the awarded Consultant and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, natural disasters, and other acts of God.

D. TERMINATION

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination for default by the Consultant. In the event of the Consultant's default, County shall issue a Notice of Default, which shall articulate the specific duties and obligations for which the Consultant is in default, and the amount of time provided to the Consultant to cure such default. If the Consultant fails to cure the default, or to submit an acceptable plan to cure the default, as determined by the County, within the timeframe specified in the Notice of Default, the County may terminate the Contract for Cause, upon giving no less than seven (7) days written notice to Consultant.

In addition to the above, the County may terminate the Contract at any time, without cause, upon thirty (30) days written notice to the Consultant.

E. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Consultant to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

F. LICENSES, PERMITS & CERTIFICATIONS

The Consultant shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Consultant shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Consultant, for any lapse in require licenses, permits, or certifications required for any portion of the required Services.

G. VENDOR PAYEE MANAGEMENT

The County has implemented a registration process for awarded Suppliers, which includes Contractors and Consultants *even* if the Supplier, Contractor, or Consultant is currently or has previously done business with the County. This process is through PaymentWorks, a third-party payee management system. Upon award, Supplier will receive an invitation to register from the County Purchasing Department, via email, which will originate from the PaymentWorks system. If a Supplier has already registered within PaymentWorks, the registration does not have to be done again. However, in order to link the Supplier's current account with the County in PaymentWorks, the Supplier must provide the email to the person that is used on the Supplier's current account in PaymentWorks. The Supplier is responsible for completing the registration process for acceptance by the County, in order to receive any payments. The County **cannot** edit, input and/or bypass any portion of the registration for the Supplier. If there are any questions about this process, Suppliers can reach out to Joanie Chiarelli at jchiarelli@sjcfl.us or Kayla Miller at kmiller@sjcfl.us.

H. INSURANCE REQUIREMENTS

Proposer must include in the submitted Proposal, proof of at least the minimum coverage amounts in the type(s) of insurance policies as provided below. Failure to submit proof of current coverage or certification from a qualified insurance provider of the Proposer's ability to obtain the required coverages upon award may be grounds for Proposer being deemed non-responsive and removed from further consideration.

All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Consultant shall furnish proof of insurance to the County prior to execution of the awarded Contract. No Work shall commence under the awarded Contract until Consultant has obtained all insurance coverages required by the Contract Documents. Certificates of insurance shall clearly indicate Consultant has obtained insurance of the type, amount, and classification as required by the Contract Documents. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required under the Contract do not in any way limit the liability of Consultant including under any warranty or indemnity provision of the Contract or any other obligation whatsoever Consultant may have to the County or others. Nothing in the Contract shall limit the Consultant to the minimum required insurance coverages found in the Contract.

The term "Additional Insured" shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing Department

Consultant shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Sub-Consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Consultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

Consultant shall procure and maintain during the life of the awarded Contract, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by Consultant or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

Consultant shall procure and maintain during the life of the awarded Contract, Commercial Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000. A four-year tail policy shall be required upon termination/cancellation of required Professional Liability Coverage. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

Consultant shall require any subcontractors performing work under the awarded Contract to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Contract.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Consultant shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Consultant of its responsibility herein. Upon written request, Consultant shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Consultant. County has no obligation or duty to advise Consultant of any non-compliance with the insurance requirements contained in this Section. If Consultant fails to obtain and maintain all of the insurance coverages required herein, Consultant shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Consultant complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

I. INDEMNIFICATION

Consultant shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by

the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, Consultant further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and persons employed or utilized by Consultant in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Consultant, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Consultant.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

PART V: ATTACHMENTS/FORMS

The required forms and attachments that each Proposer must complete, sign, have notarized and include as part of their submitted Proposal are on the following pages.

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

COVER PAGE

ST. JOHNS COUNTY PURCHASING DIVISION
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084

FULL LEGAL NAME OF PROPOSER: _____

MAILING ADDRESS: _____

POINT OF CONTACT FOR RFP:

NAME & TITLE: _____

EMAIL ADDRESS: _____

POINT OF CONTACT FOR INVITATION TO PAYMENTWORKS:

NAME & TITLE: _____

EMAIL ADDRESS: _____

DATE: _____

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

ATTACHMENT "A"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____ (Proposer) being of lawful age and being duly sworn I, _____ (Affiant) as _____ (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of _____, 20____.

Signature of Affiant

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

ATTACHMENT "B"
PROPOSAL AFFIDAVIT

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Proposer shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, _____ (Affiant) who, being duly sworn, deposes and says he/she is _____ (Title) of _____ (Proposer) submitting the attached proposal for the services covered by the RFP documents for RFP 1976; Destination Marketing Management Services .

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such Proposer has no financial interest in the firm of another Proposer for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer Firm)

By _____
(Affiant Signature)

(Printed Name & Title)

Date of Signature

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

**ATTACHMENT "C"
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Consultant's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultant are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultant, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- I hereby attest that the undersigned Proposer has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Full Legal Name of Proposer: _____

Authorized Representative(s): _____
Signature Print Name/Title

Signature Print Name/Title

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

ATTACHMENT "D"
DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Proposal a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

ATTACHMENT "E"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____ (Affiant), being duly authorized by and on behalf of _____
(Proposer) hereby swears or affirms as follows:

1. Proposer understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP NO: 1976 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer and shall expressly require any subcontractors performing work or providing services pursuant to the awarded Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Proposer shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Proposer understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Proposer further understands and agrees that in the event of such termination, Proposer shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____
day of _____, 20____, by Affiant, who is personally known to me or has produced _____
_____ as identification.

Notary Public
My Commission Expires: _____

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

**ATTACHMENT "F"
CLAIMS AND LITIGATION HISTORY
(Complete and Submit)**

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subconsultant) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute? Yes ___ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a project or contract, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes ___ No ___
If no, please explain why?

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

**ATTACHMENT "H"
ACKNOWLEDGEMENT OF ADDENDA**

Proposer hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the RFP Documents. By acknowledging the Addenda listed below, Proposer hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Proposer's Proposal. Failure to acknowledge and incorporate issued Addenda may result in a Proposer being deemed non-responsive to the requirements of the RFP, and removed from further consideration.


ADDENDUM NUMBER	DATE RECEIVED	PRINTED NAME OF PROPOSER'S AUTHORIZED REPRESENTATIVE	TITLE OF PROPOSER'S AUTHORIZED REPRESENTATIVE	SIGNATURE OF PROPOSER'S AGENT

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

SEALED RFP MAILING LABEL

Cut along the outer border and affix this label to the exterior of envelope/container to identify as a "Sealed Proposal".

SEALED RFP • DO NOT OPEN	
SEALED RFP #:	RFP 1976
RFP TITLE:	DESTINATION MARKETING MANAGEMENT SERVICES
DUE DATE/TIME:	Thursday, October 3, 2024 No Later Than 4:00 PM EST
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St St. Augustine, FL 32084



END OF DOCUMENT



ADDENDUM #1

September 19, 2024

To: Prospective Proposers
From: St. Johns County Purchasing Department
Subject: RFP No: 1976; Destination Marketing Management Services

This Addendum #1 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposals. Proposers must complete and submit Attachment "1", acknowledging all issued addenda with their Proposal as provided in the RFP Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. Part I: Solicitation Terms and Conditions, paragraph H. Tentative Schedule of Events is revised to state the expected date of the Issuance of the Final Addendum as September 26, 2024.
2. Part II: Scope of Services, Task 1 – Comprehensive Search and Solicitation of a Sub-Contracted Professional Marketing Agency is revised to add the following bullet point:
 - **The Consultant cannot award the subcontract to the Consultant or a subsidiary of the Consultant. The Consultant is prohibited from accepting monetary or other types of compensation from the subcontracted Marketing Agency for the award or performance of the subcontract.**
3. Part III: Proposal Submittal Instructions & Format, 4: Pricing is revised by correcting the last sentence in the second paragraph to read as follows:
The total anticipated annual budget for this contract, including both management services and marketing expenses, is approximately \$4.5 million.
4. Part III: Proposal Submittal Instructions & Format, 4: Pricing is revised by adding the following sentence:
All costs related to performing the required management services, creative marketing, and ad buying, must be identified separately, in the cost breakdown, for each of the five years. Only the costs of management services will be used in scoring Pricing.
5. Part III: Proposal Submittal Instructions & Format, paragraph K Formula for Evaluating Pricing is revised to read as follows:
The proposed pricing for the Consultant's management services fees, for the full five (5) year contract, submitted by each Proposer shall be scored by the SJC Purchasing Department, in accordance with the formula provided below. The maximum score for this criterion is twenty-



five (25) points. The score for each Proposer will be multiplied by the number of Evaluators in order to maintain the ratio for the total score.

6. Part IV: Contract Requirements, paragraph A. Contract Agreement & Term, is hereby revised by adding the following sentence to the first paragraph:
The County intends to establish a five-year contract, with the option of three (3) one-year contract renewals, to be exercised at the discretion of the County. However, the term of the contract and any renewals are subject to change based on negotiations.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Can the management consultant/agency selected for the consultant services outlined in this RFP also perform the broader marketing and advertising services such as media planning & buying, creative, production, etc.?
Answer: No; see Revisions/Clarifications #2 above.
2. To maximize outreach to potential marketing agencies, can the awarded Consultant use the County's DemandStar account to publish the RFP?
Answer: No. However, the awarded Consultant may establish their own account with DemandStar, or upon request, County staff will post a notification about the RFP on DemandStar, to support the consultant's broadcast. Any such notification will direct interested firms back to the consultant for the RFP.
3. Regarding our pricing, is it acceptable to allocate costs per scope item?
Answer: Yes. Additionally, the Proposer must follow all instructions provided under Section 4: Pricing on pages 13 – 14 of the RFP document. Also, please see Revisions/Clarifications #4 and #5 above.
4. Do you want us to make an assumption on what the consultant fees will be and what amount of money will go to the Marketing agency, and what will be spent on actual marketing?
Answer: Yes; provide all details related to the Consultant's cost, provide the projected costs of the Marketing Agency, and provide details of the advertising costs, for each of five years. The proposal must include a comprehensive pricing proposal as described in Section 4 Pricing, and as further explained in Revisions/Clarifications #4 and #5 above.
5. So, lowest price gets the highest score?
Answer: Please see paragraph K. Formula for Evaluation of Pricing on page 15 of the RFP document and Revisions/Clarifications #4 and #5 above.
6. Is it standard that you are hiring a consultant to manage an agency? Is that typical of other contracts?
Answer: For over thirty years, St. Johns County has utilized a management firm to manage the tourism marketing agencies for the County.
7. Is there a preference for where the Marketing company is located? Does the Marketing firm need to be registered to do business in Florida?



Answer: There is no preference regarding the location of the Marketing Agency. All entities conducting business within the state are required to be registered with the Florida Department of State, Division of Corporations, per Florida Statute.

8. Task 1 says the Consultant will evaluate and select the proposal for marketing. Does the TDC or anyone else have a say in selection of the marketing firm?

Answer: Task 1 specifies that County staff will review and approve the solicitation and the draft contract. The purpose of the County's review is to ensure that the solicitation and draft contract meet the County's standards. Task 1 also specifies that the County will review submitted proposals. The purpose of reviewing proposals is to ensure that all eligible proposals are evaluated and ineligible proposals are disqualified from evaluation. The awarded Consultant will select the Marketing Agency from among the eligible proposals.

9. If I am the Consultant, can I send out the RFP for the Marketing Agency to a group of just 5, or 10, or 20 agencies?

Answer: No. See Part II: Scope of Services, Task 1 – Comprehensive Search and Solicitation of a Sub-Contracted Professional Marketing Agency. Failure to seek the highest level of outreach to potential proposers would be considered a default of contract.

10. If the Consultant (Agency A) can't be the same as the RFP winner (Agency B), any agency in this room wants to vie to be Agency B, is that going to be open or is that going to be selected by Agency A? Is it going to be open, where anyone can throw their hat into the ring? Is agency A going to control the process? Is it going to be open to anybody or only those that Agency A hand-selects?

Answer: The County requires the Consultant to broadcast the RFP as broadly as possible, conduct a fair, unbiased RFP evaluation process, and select the Marketing Agency that can best perform the required services.

11. If I waive all my fees and create a RFP and then negotiate my fees with the awarded Marketing Agency?

Answer: No, please see Revisions/Clarifications #2 above.

12. How do we deal with private, confidential, proprietary information we want to include in the proposal?

Answer: Please see paragraph C. Trade Secrets on page 10 of the RFP document.

SUBMITTAL DEADLINE FOR PROPOSALS REMAINS: THURSDAY, OCTOBER 3, 2024, BY 4:00 PM

END OF ADDENDUM NO. 1



ADDENDUM #2

September 25, 2024

To: Prospective Proposers
From: St. Johns County Purchasing Department
Subject: RFP No: 1976; Destination Marketing Management Services

This Addendum #2 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposals. Proposers must complete and submit Attachment "I", acknowledging all issued addenda with their Proposal as provided in the RFP Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. The tentative schedule of events for RFP 1976 is revised as follows:

Deadline for Questions	September 26, 2024
Issuance of Final Addendum	October 3, 2024
Proposal Submittal Deadline	October 10, 2024
Tentative Evaluation of Submitted Proposals	October 24, 2024
Negotiated Contract to BOCC for Approval	November 19, 2024

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Who is currently the incumbent agency working with St. John's County fulfilling all the services outlined on this RFP?
Answer: St. Johns County currently has a contract, with a similar scope of services as specified in RFP 1976, with St. Johns County Visitors and Convention Bureau, Inc.
2. Will the incumbent agency or consultant be able to bid on this RFP and their contracts be renewed?
Answer: All organizations that meet the minimal qualifications stated in RFP 1976 are welcome to submit a proposal, including the incumbent and other organizations that currently hold contracts with the County.
3. Is the County currently under contract with a professional organization to oversee and facilitate destination marketing (Task 4)? If so, how long has the current professional organization been under contract?
Answer: Yes; the existing contract is expiring on September 30, 2024. This contract was initiated in 2005.



4. Is the County currently under contract with a professional organization for any of the other deliverables (Tasks) listed in the RFP? If so, how long has the current professional organization been under contract?

Answer: Refer to the response to Question #3 above.

5. What are the key challenges or pain points that the County hopes to address through this contract?

Answer: The key challenge for the County is contracting with one management company that will work with all existing tourism partners to facilitate the development and management of a seamless, unified approach to marketing the destination as a whole.

6. Related to Task 1, does the County have an internal list of preferred agencies that the professional organization should consider, and will this list be provided to the selected professional organization?

Answer: The County does not have a list of preferred agencies or professional organizations.

7. Related to Task 2, could you provide more details on the Tourism Promotions Working Group and its formal establishment? Is this group currently meeting and performing aspects of the RFP, or will the selected firm be responsible for coordinating and organizing the group?

Answer: The Tourism Promotion Working Group does not “perform aspects of the RFP.” The Tourism Promotion Working Group will collectively provide input and direction on the County’s tourism marketing.

8. Related to Task 4, are there specific economic impact goals or benchmarks that the County expects the professional organization to achieve?

Answer: The County tracks a variety of variables, including Average Daily Rate and Occupancy Rate; however, the County primarily measures the success and economic impact of tourism through the annual Tourist Development Tax revenue collections. The County strives for increases in Tourist Development Tax revenue collections, with positive trends in both Average Daily Rate and Occupancy Rate. Although no specific economic impact goals or benchmarks are in place at this time, the County intends to update the Tourism Strategic Plan in 2025 and better define economic impact goals for tourism, as part of that that project.

9. Could you elaborate on the statement “for the purpose of increasing the economic impact of tourism in the County”?

Answer: See response to Question #8 above.

10. What are the current or baseline measures of economic impact of tourism in the County?

Answer: Refer to the response to Question #8 above.

11. Related to Task 5, can you clarify what is expected when using the phrase ‘performance improvement plans’? Is the County currently receiving this type of documentation?

Answer: The first bullet of Task 5 in the RFP document references “adjusting the campaigns as necessary when performance measures are not met.” The “performance improvement plans”



would be the “plan” outlining the campaign adjustments that would be made to improve the views/impact/performance/reach of a campaign. The County receives a monthly report from an existing consultant.

12. How will the County evaluate the proposals for Qualifications and Experience and also for Approach/Methodology? Will they be weighted in a similar way as they are in the formula for evaluating Pricing?

Answer: Evaluators will score proposals based on how each proposal addresses the requirements stated in paragraph G. Submittal Instructions, on pages 12 – 14 of the RFP document. Paragraph J. Evaluation Criteria and Scoring, on pages 14 and 15 of the RFP document, states the maximum number of points available for each evaluation criteria.

13. Can you clarify the language in the RFP in Section 4: Pricing ...”All costs related to performing the required management services must be identified and presenting in the pricing proposal in order for the County to evaluate this criterion...” What is the evaluation and how is it different from the stated evaluation in Section J. Evaluation Criteria and Scoring? In addition, for the breakout of all costs, are the categories “required management services”, “creative marketing,” and “ad buying” the only categories required to be broken out for each of the five years. Or are there other required categories?

Answer: Proposers are required to provide all details related to the Consultant’s cost, provide the projected costs of the Marketing Agency, and provide details of the advertising costs, for each of five years. The proposal must include a comprehensive pricing proposal as described in Section 4 Pricing, and as further explained in Addendum #1, Revisions/Clarifications #4 and #5.

14. Can you clarify if the applicability of shortlist presentations/interviews is at the discretion of individual reviewers or if it is determined by a particular closeness in total points possible (out of 125) from 1 or several firms?

Answer: Please refer to Paragraph M. Shortlist Presentations/Interviews on page 15 of the RFP document.

15. What is the process if the selected marketing agency(s) for the marketing effort fails to meet timelines, quality expectations, etc. Who is responsible for remedying?

Answer: The Consultant selected through RFP 1976 will have a contract with St. Johns County to provide Management of Tourism Destination Marketing and will be responsible for working with the sub-contracted Marketing Agency to remedy short-falls or inefficiencies demonstrated by the sub-contracted Marketing Agency.

16. Would the county be open to the management consultant selecting multiple vendors for different parts of the 5 year effort, and not locking in a long-term contract with a single agency?

Answer: The County is amenable to the selection of multiple marketing agencies/entities. However, all subcontracted marketing agencies/entities must be selected through the competitive RFP solicitation, as is stipulated in Task 1 of the RFP Scope of Services.

17. Is the marketing management consultant responsible for focus group testing and quality assurance, or is that put on the marketing vendor(s)?



Answer: The selected Marketing Management Consultant may decide if they would like to be the lead in completing focus group testing and quality assurance of published advertisements or if they would like for the selected sub-contracted Marketing Agency to fulfill that responsibility. The selected Marketing Management Consultant will be responsible for overall quality assurance with regard to the work of the sub-contracted Marketing Agency and will be required to address any performance deficiencies with the sub-contracted Marketing Agency.

18. What if the marketing vendors need more budget to push new, timely concepts to market, or to help mitigate a PR issue that happened in the county? Does that have to go through the county, with approval from the management consultant, or can the management consultant approve a specified budget to expedite efforts?

Answer: The total anticipated budget for Tourism Destination Marketing services allocated to this contract is anticipated to be approximately \$4.5 million dollars per year. The annual marketing plan should accommodate plans (along with a budget) “to push new, timely concepts to market.” In the event of an unforeseen event impacting tourism, such as a natural disaster, the St. Johns County Board of County Commissioners would have to approve the allocation of additional funding for increased marketing expenditures.

19. Please confirm that the county wants to ensure there is not a financial relationship between marketing manager consultant and the vendor(s) selected for the marketing efforts.

Answer: Confirmed; please see Addendum #1, Revisions/Clarifications #1.

20. Will the county share the approved TDC annual destination marketing plan from the previous years with the awarded Consultant?

Answer: Yes

21. Please confirm if the budget is \$4 million or \$4.5 million.

Answer: The annual budget is anticipated to be approximately \$4.5 million.

22. Is there a specific number of responses that the TPWG and TDC groups would like to review when picking a tourism destination marketing agency sub-contract?

Answer: No

23. Please confirm the statement within RFP, to which the Consultant is to evaluate the proposals and also select the best tourism destination marketing agency sub-contract. So this means that the TPWG and TDC members will not be the ones selecting the sub-contracted agency and at the end the Consultant will pick the best agency to work with them side by side?

Answer: See Addendum #1, Questions/Answers #8.

24. Should the sub-contract agency must also be located in Florida?

Answer: There is no requirement related to the location of the sub-contracted Marketing Agency.

25. Should the sub-contract agency also possess a current local Business Tax Receipt for St. Johns County?



Answer: Yes, the sub-contracted Marketing Agency will be required to obtain a local Business Tax Receipt prior to executing a contract. Additional information on Business Tax Receipts can be found on the Tax Collector's website, <https://sjctax.us/business-tax-faqs/>.

26. Will the selected tourism destination marketing agency be contracted to the Consultant or directly with St. John's County?

Answer: See Task 1 of the RFP document.

27. For billing and finance purposes, will the County pay for the services rendered by the sub-contracted agency or will this be the responsibility of the Consultant?

Answer: The Marketing Agency will submit invoices to the Consultant for payment, as the Consultant will be responsible for all payments to the sub-contracted Marketing Agency. The Consultant will submit its invoices to the County for payment.

28. Will a representative from the tourism destination marketing agency also be required to attend the in-person TPWG and TDC meetings or only the Consultant agency?

Answer: See Task 1 and Task 2 of the RFP document. The Consultant can make decisions regarding whether the Marketing Agency should also attend these meetings.

29. Outside of the TPWG and TDC meetings, what other virtual or in-person meetings will be required of the Consultant agency?

Answer: The only regularly scheduled reoccurring meetings that the Consultant will be required to attend will be the TPWG meetings and the TDC meetings. As is stated in Task 3 of the RFP, the Consultant must "be available for meetings with County Officers and Staff regarding tourism initiatives, with notice of at least 2 business days." These additional meetings are not anticipated to occur frequently.

30. If the Consultant is also part of a tourism full-service agency that can fulfill all the services outlined in Task 4, are they also able to participate?

Answer: No, see Addendum 1, Revisions/Clarifications #2.

31. As we would be the agency that would be the marketing agency, would you be open to a submission from us that would do the engagements as identified in the Tasks and also be the marketing agency as well?

Answer: No, see Addendum 1, Revisions/Clarifications #2.

32. Could we request an extension to the submission deadline?

Answer: See Clarification/Revisions #1 above.

33. Do you have an incumbent and would they be participating in this RFP?

Answer: The County is not aware of which firms, including the incumbent, will submit proposals in response to RFP 1976.

34. Could we request an electronic submission in light of the lifting of all delivery guarantees from all the courier companies?

Answer: This request is not granted.



35. Could you let us know if you have a local preference or are you open to a Canadian agency that has done similar work with clients across the United States, with some currently being the States of California, Colorado and Wyoming?

Answer: There is no local preference for RFP 1976. All Proposers that meet the minimum qualifications, regardless of location, are welcome to submit proposals.

SUBMITTAL DEADLINE FOR PROPOSALS: THURSDAY, OCTOBER 10, 2024, BY 4:00 PM

END OF ADDENDUM NO. 2



ADDENDUM #3

September 30, 2024

To: Prospective Proposers
From: St. Johns County Purchasing Department
Subject: RFP No: 1976; Destination Marketing Management Services

This Addendum #3 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposals. Proposers must complete and submit Attachment "I", acknowledging all issued addenda with their Proposal as provided in the RFP Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. St. Johns County is requiring the Affidavit Regarding the Use of Coercion for Labor and Services, provided below, to be completed and included in all Proposals submitted in response to RFP 1937. If your firm has already delivered or mailed their Proposal, you may email the completed affidavit to glulkoski@sjcfl.us.

SUBMITTAL DEADLINE FOR PROPOSALS: THURSDAY, OCTOBER 10, 2024, BY 4:00 PM

RFP 1976; DESTINATION MARKETING MANAGEMENT SERVICES

Affidavit Regarding the Use of Coercion for Labor and Services

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Proposer, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____



ADDENDUM #4

October 7, 2024

To: Prospective Proposers
From: St. Johns County Purchasing Department
Subject: RFP No: 1976; Destination Marketing Management Services

This Addendum #4 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposals. Proposers must complete and submit Attachment "I", acknowledging all issued addenda with their Proposal as provided in the RFP Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. The Deadline for Submittal of Proposals is extended until 4:00 PM on Thursday, October 17, 2024.

SUBMITTAL DEADLINE FOR PROPOSALS: THURSDAY, OCTOBER 17, 2024, BY 4:00 PM

END OF ADDENDUM NO. 4