

Resolution No. 2010-36

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND CHISANO MARKETING GROUP, INC. FOR THE GENERAL PURPOSE OF PROVIDING PROFESSIONAL ADVERTISING AND PROMOTIONAL SERVICES FOR A WINTER/SPRING ADVERTISING PROGRAM. THE AGREEMENT WILL BE FROM FEBRUARY 17, 2010 THROUGH APRIL 30, 2010, AND AUTHORIZES THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE AGREEMENT, ON BEHALF OF THE COUNTY.

WHEREAS, visitors coming into St. Johns county during the winter/spring months of February, March and April represent a significant percentage of the total annual visitors and the more than \$700 million they will spend in the area businesses while in St. Johns county; and

WHEREAS, historic booking patterns for visitors to St. John sCounty during those months and beyond are driven by advertisements placed in January, February and March; and

WHEREAS, the absence of advertising may result in visitors choosing competitive destinations for their vacations; and

WHEREAS, the Chisano Marketing Group, Incorporated was previously selected through a competitive selection process to provide advertising services for a Fall tourism promotion campaign and have been recommended by the Board of Directors of the St. Johns County Visitors and Convention Bureau, Inc. retained by the COUNTY to advise the Tourist Development Council on tourism marketing matters and having determined that the Agency is best qualified to immediately execute such a Winter/Spring advertising program.

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Agreement (attached hereto, and incorporated herein); and

NOW, THEREFORE, IT IS ACKNOWLEDGED THAT IT IS IN THE BEST INTEREST OF THE COUNTY TO ENTER INTO AN AGREEMENT WITH THE AGENCY FOR ADVERTISING SERVICES EFFECTIVE JANUARY 21, 2010;

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

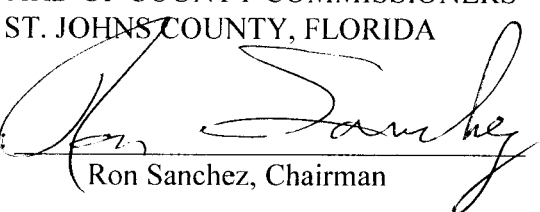
Section 2. The Board of County Commissioners hereby approves the term, provisions, conditions, and requirements of this Agreement between St. Johns County, Florida, and the Chisano Marketing Group, Inc., and authorizing the County Administrator, or designee, to execute the Agreement, on behalf of the County.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or concept, of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED BY THE Board of County Commissioners of St. Johns County, Florida, this 16th day of February 2010.

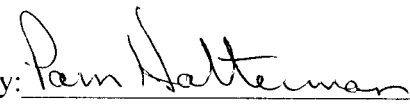
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By:


Ron Sanchez, Chairman

Attest: Cheryl Strickland, Clerk

By:


Deputy Clerk

RENDITION DATE 2/18/10



AGREEMENT FOR ADVERTISING AND PROMOTION SERVICES

This **AGREEMENT (Agreement)** is made and entered into effective as of February _____, 2010, by and between **St. Johns County, Florida**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (**County**), and the Chisano Marketing Group, Incorporated, a Florida corporation engaged in the business of providing advertising and promotional services (**Agency**).

RECITALS

WHEREAS, visitors coming into St. Johns County during the winter/spring months of February, March and April represent a significant percentage of the total annual visitors and the more than \$700 million they will spend in area businesses while in St. John County; and

WHEREAS, historic booking patterns for visitors to St. Johns County during those months and beyond are driven by advertisements placed in January, February and March; and

WHEREAS, the absence of advertising may result in visitors choosing competitive destinations for their vacations; and

WHEREAS, to immediately prepare a Winter/Spring advertising program, an advertising agency with the qualifications and current knowledge of the county's marketing needs, as well as the staff to immediately execute such a program, must be available and willing to work with available advertising materials; and

WHEREAS, the Chisano Marketing Group, Incorporated was previously selected through a competitive selection process to provide advertising services for a Fall tourism promotion campaign and have been recommended by the Board of Directors of the St. Johns County Visitors and Convention Bureau, Inc., a not-for-profit corporation retained by the COUNTY to advise the Tourist Development Council on tourism marketing matters and having determined that the **Agency** is best qualified to immediately execute such a Winter/Spring advertising program.

NOW, THEREFORE, it is acknowledged that it is in the best interest of the **County** to enter into an agreement with the **Agency** for advertising services effective February 17, 2010, as follows:

Section 1. Effect of Recitals.

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

Section 2. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this **Agreement**, or any application thereof, to any person, or circumstance, is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the

prescribed 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.

Section 3. Duration.

The duration of this **Agreement** shall run from **February 17, 2010**, through, and until 11:59 on **April 30, 2010**.

Section 4. Extension of Agreement.

Either the **County** or the **Agency** may request in writing an extension of this **Agreement**. If the extension request is acceptable to the other party, then such party shall approve, in writing, the extension request. Both the extension request, and the approval of the extension request, shall indicate the duration of the extension of this **Agreement**. It is expressly understood that the mere extension of this **Agreement** shall not increase the amount of compensation due to the **Agency**.

Section 5. Amendments to this Agreement.

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

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

If a proposed amendment to this **Agreement** would trigger the application of a **County** administrative policy, resolution, ordinance, then the applicable **County** administrative policy, resolution, or ordinance would have to be followed as a condition precedent to the amendment of this **Agreement**.

Section 6. Assignment; Effect of Not Following Procedure.

In light of the scope and rationale for this **Agreement**, neither the **County** nor the **Agency**, without the 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 **Agency** assign, transfer, or sell any of the rights noted in this **Agreement** without securing the prior written approval of the other party, such action on the part of either the **County** or the **Agency** shall result, at the discretion of the non-breaching party, in the termination of this **Agreement**. Under such circumstances, termination shall occur upon written notification to the breaching party within thirty (30) days following discovery of the breach of this provision of the **Agreement**.

Section 7. Force Majeure.

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

Section 8. Termination of Agreement.

This **Agreement** may be terminated without cause upon either the **County** or the **Agency** giving at least thirty (30) days advance written notice to the other party of such notice of termination. Such written notification need not specify any cause for termination. Consistent with other provisions of this **Agreement**, the **Agency** shall be compensated for any services and expenses that are authorized under this **Agreement** and that are performed or otherwise accrued as of the date of the notice of termination.

This **Agreement** may be terminated with cause upon two (2) days advance written notice to the other party of such notice of termination. Termination for cause shall be for one of the following reasons: 1) insolvency or bankruptcy of the **Agency**; 2) failure of the **Agency** to maintain any necessary or required permits or licenses; (3) failure of the **Agency** to maintain any necessary or required insurance; (4) failure of either the **County** or the **Agency** to meet their respective obligations and responsibilities under this **Agreement**; and (5) failure of the **Agency** to keep the **County** or the **TDC** informed and updated as needed or as requested on any aspect of the work detailed in **Exhibits A and B** attached hereto and by this reference incorporated herein.

As an alternative to termination for cause, either the **County** or the **Agency** may allow a five (5) day period to cure. If the **County** or the **Agency** allows this alternative, then the **County** or the **Agency** shall notify, in writing, the other party that the **County** or the **Agency** is adopting a five (5) day cure period. Such notification shall also describe the alleged violation of the **Agreement**, or perceived deficiency with respect to **Exhibits A** and the expected cure. Further, such written notification shall explain the consequences of not timely completing the cure, which could include notification of termination with cause. Either the **County** or the **Agency** may extend the timeframe for the period of cure upon a well-documented request for extension by the other party.

Consistent with other provisions of this **Agreement**, the **Agency** shall be compensated for any services or expenses that are authorized under this **Agreement**, and that are performed or accrued as of the date of the notice of termination. Thereafter, the **County** shall pay only for services or expenses that are pre-approved by the **County Administrator**, or his designee.

Section 9. Independent Contractor Relationship.

The **Agency** is, and shall be, in the performance of all work, service, and activities under this **Agreement**, an independent contractor, and not an employee, agent official, or servant of the **County**. As such, neither the **Agency**, nor any employees, agents, officials, servants, or subcontractors of the **Agency** are eligible for any benefits afforded employees, or officials of the

County. The **Agency** shall exercise control over the means and manner in which the **Agency**, and the **Agency's** employees, and subcontractors perform the **Scope of Services** that is set forth in this **Agreement**. The **Agency** does not have the power or authority to bind (legally or equitably), in any manner whatsoever, the **County** in any promise, agreement, or representation, other than as specifically provided for in this **Agreement**.

Section 10. Scope of Services.

The **Agency** shall develop an integrated advertising campaign that will be geared toward generating overnight stays at St. Johns County's commercial visitor accommodations.

For purposes of determining whether the above-referenced advertising campaign is deemed a success, the **County** will compare the number of incremental room nights generated by the advertising campaign for the period February 17, 2010, through April 30, 2010, with the number of incremental room nights generated without such an advertising campaign for the period February 17, 2009, through April 30, 2009.

It is further expressly noted that in developing the above-referenced advertising campaign, the **Agency** may employ any legal strategy deemed necessary to accomplish the above-stated goal. Consequently, the advertising campaign developed by the **Agency** may include one or more of the following: advertising (broadcast, electronic, interactive, print); direct mail; e-mail blasts; social media; public relations; and related concepts.

The specific elements or components of the **Agency's** advertising campaign shall be as described and expressed in the **Advertising Campaign Scope and Deliverables** that is attached hereto as "Exhibit A", and by this reference incorporated herein. As such, "Exhibit A" shall be considered an integral part of the **Agency's Scope of Services**, and failure to satisfactorily develop any element or component described in "Exhibit A" shall be considered a material breach of this **Agreement** by the **Agency**.

Section 11. Subcontractors.

The **Agency** shall maintain an adequate and competent professional staff within the State of Florida, and may associate with necessary specialists for the purpose of completing the **Scope of Services** hereunder, without any additional cost, of any kind, to the **County**. Should the **Agency** desire to utilize specialists, the **Agency** shall be fully responsible for the satisfactory completion of all subcontracted work.

The **Agency** shall provide the **County** with at least forty-eight (48) hours advance written notice of any subcontractors that the **Agency** intends to use to perform or complete any of the services noted, described or detailed in this **Agreement**.

For purposes of this **Agreement**, the term *subcontractor(s)* means any person or entity employed or used by the **Agency** to perform or complete any of the services noted, described or detailed in this **Agreement**, including a person or entity that the **Agency** might consider or claim to be an independent contractor.

The **Agency** shall be responsible for the actions and work product of any subcontractor that is employed by the **Agency** to perform or complete the services noted, described or detailed in this **Agreement**. The **Agency**, not the **County**, shall be responsible for ensuring that every subcontractor is compensated for any services that the subcontractor performs or completes in connection with this **Agreement**.

No one subcontractor, or group of subcontractors, shall develop more than fifty percent (50%) of the **Agency's** advertising campaign under the **Scope of Services** that is detailed in this **Agreement**.

Section 12. Disposition of Obsolete Materials.

When the **Agency** shall determine that art work, electrotypes, engravings, photographs, electronic files, manuscripts, and any other similar items are of no further use in carrying out the objective of this **Agreement**, the **Agency** shall notify the **County**, in writing, and shall clearly describe the particular item or items. The **County** shall then notify the **Agency**, in writing, of the disposition that the **County** desires with respect to such items. All shipping and transportation costs shall be borne by the **County**, and the **Agency** shall not be obligated to store the material at the **Agency's** expense, except for a period not exceeding sixty (60) days after it has given notice to the **County**. These provisions shall apply whether the items in question are in the possession of the **Agency** or of third parties. In the event that the **County** shall fail to respond to the **Agency's** notice within thirty (30) days, the **Agency** shall have the option of storing such items in public storage facilities at the **Agency's** expense. In such an event, the **Agency** shall notify the **County**, in writing, of such storage, and outline the **County's** options. Should the **County** still not respond within an additional thirty (30) days of the **Agency's** subsequent notice, then the **Agency** may deem such material obsolete, and dispose of such materials in any way or manner that is consistent with applicable **County**, State, or Federal law.

Section 13. Ownership of Deliverables Work Product.

All work product and deliverables, including final work product, that are submitted by the **Agency** to the **County** and that are associated with the **Scope of Services** detailed in this **Agreement** shall become, upon payment to the **Agency** by the **County**, the property of, and shall be owned and controlled by, the **County**.

By way of illustration, but not limitation, all slogans, ideas, or plans submitted or developed by the **Agency** for the **County** during the term hereof, whether or not used, and any and all layouts, copy, art work, electronic files, films, digital images, digital impressions, and other tangible material, of whatever form, format, content, or creative or technological design, that the **Agency** prepares for the **County** and that is associated with the above-referenced **Scope of Services** and that has not been deemed obsolete as referenced elsewhere in this **Agreement**, shall become the property of, and shall be owned and controlled by, the **County**.

All tangible and intangible property acquired in conjunction with the **Scope of Services** detailed in this **Agreement** shall be the property of the **County** and may be used for the promotion of the **County**. The **County** reserves the right of final approval of the disposition of such property.

Section 14. Agency Compensation.

The maximum amount available as compensation to the **Agency** under this **Agreement**, unless amended in the manner set forth in this **Agreement**, is \$34,000.00 (thirty-four thousand dollars) . It is strictly understood that the **Agency's** compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the **Scope of Services** that are detailed in this **Agreement**. The maximum amount available as compensation to the **Agency**, namely \$34,000.00 (thirty-four thousand dollars), is reflective of, and does indeed include, any and all expenses incurred by the **Agency** exclusive of the gross media costs in connection with the **Scope of Services** that are detailed in this **Agreement**.

The **County's** obligation to compensate the **Agency** hereunder shall be limited to the amount available from Category I Tourist Development Tax revenues.

Section 15. Billing Invoicing Schedule and Payment.

To the extent that the **Agency** is not in violation of any material aspect of this **Agreement** and has not received notice of termination from the **County**, the **Agency** may invoice the **County** the **Agency's** fees according to the following schedule:

- *\$4,000 upon execution of contract*
- *\$15,000 upon acceptance of creative for Print, Digital and/or Broadcast media*
- *\$8,000 upon completion of creative production and successful distribution to the various media, as well as, completion of media planning and billing*
- *\$7,000 upon completion of all scheduled media including verification of invoices and execution including the negotiation of make goods, if applicable: as well as, delivery to the **County** or its designees of original creative materials, data files and other deliverables associated with this contract.*
- *Media invoices will be billed to the **County** and reimbursed to the **Agency** at the gross rate. Invoices for media placements approved by **COUNTY** shall be invoiced to the **COUNTY** monthly during the duration of this agreement*

In addition to the payment of Agency Fees as described in Section 14, AGENCY COMPENSATION, the **COUNTY** will reimburse the **AGENCY** for all media placements purchased on the **COUNTY's** behalf at the media's gross rate. It is understood that the **Agency** will be responsible to pay all vendors, media or third party experts out of the fees collected or reimbursements for gross media placements.

For purposes of this Section, *acceptance* means written approval or acknowledgement that a particular component, phase, task, or part of the **Scope of Services** that is detailed in this **Agreement** has been provided as described.

Though there is no billing form or format pre-approved by either the **County** or the **TDC**, invoices submitted by the **Agency** shall include a detailed report of work accomplished in connection with the particular task. Either the **County** or the **TDC** may return an **Agency** invoice and request additional documentation. Under such circumstances, the timeframe for payment shall be extended by the time taken for the **County** to receive a revised invoice. It is expressly noted that the **Agency** must submit an invoice, even for an installment payment.

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

Executive Director
St. Johns County Tourist Development Council
500 San Sebastian View
St. Augustine, Florida 32084

With a copy to:

Executive Director
St. Johns County Visitors and Convention Bureau
29 Old Mission Avenue
St. Augustine, FL 32084

Within thirty (30) days following its receipt and verification of the **Agency's** invoice, the **County** shall process the invoice and forward payment to the **Agency**.

Section 16. Insurance.

The **Agency** shall have and maintain, for the duration of this **Agreement** (including any extensions of this **Agreement**), any and all insurance coverage (including automobile liability insurance, if vehicles are used in connection with completing the **Scope of Services**, workers' compensation, and professional liability insurance) if required by State law or **County** policy in amounts at least as great as the amounts required by the County's Risk Manager. The **Agency** shall cause the **County** to be named as an additional insured. Failure to maintain any, and/or all required insurance shall result in the automatic termination of this **Agreement**, without the necessity of the **County** providing any further written notification of termination.

Section 17. Indemnification.

To the extent permitted by law, the **Agency** shall indemnify and hold harmless the **County**, its officials, agents, servants, and employees from and against any and all claims and liabilities (i) that may arise from any negligent act or omission on the part of the **Agency** within the **Scope of Services** detailed in this **Agreement**,(ii) any and all claims arising from contracts between the **Agency** and the **Agency's** subcontractors, and (iii) any and all claims, liabilities, or damages arising from the preparation or presentation of any advertising covered by this **Agreement**, in all cases including the cost of litigation and counsel fees.

Section 18. Access to Records.

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this **Agreement**, shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

Section 19. Review of Records.

As a condition of entering into this **Agreement**, and to ensure compliance with, the terms, conditions, provisions, rights, and responsibilities noted in this **Agreement**, especially as they relate to any applicable law, rule, regulation, and/or policy, the **Agency** hereby authorizes the **County** to examine, review, inspect and audit the books and records of the **Agency**. The **Agency** shall be under no duty to provide access to documentation that is not related to this **Agreement** or that is otherwise protected by applicable **County**, State, or Federal law.

Section 20. No Third Party Beneficiaries.

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

Section 21. Providing Notice of Alleged Violation.

For any alleged breach or violation of this **Agreement** that may give rise in the future to either an administrative or judicial action, or both, against the **County**, the **Agency** shall provide written or electronic notice to the **County Administrator** within seventy-two (72) hours of the alleged breach or violation occurring. It is acknowledged that this provision provides a different means of notice than noted elsewhere in this **Agreement**.

Section 22. Waiver.

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

Section 23. Governing Law and Venue.

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

Section 24. Notices.

Except as otherwise noted in this **Agreement**, all Official Notices to the **County** 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

With a copy to:

Executive Director
St. Johns County Tourist Development Council
500 San Sebastian View
St. Augustine, Florida 32084

and

Executive Director
St. Johns County Visitors & Convention Bureau
29 Old Mission Avenue
St. Augustine, FL 32084

Except as otherwise noted in this **Agreement**, all Official Notices to the **Agency** shall be delivered either by hand (receipt of delivery required), or by certified mail to:

Chisano Marketing Group
2170 West SR 434, Suite 280
Longwood, Florida 32779

Except as otherwise noted in this **Agreement**, all other correspondence, not classified as Official Notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically via electronic means (e-mail or wireless transmissions).

Section 25. Survival.

It is expressly noted that the following provisions of this **Agreement**, to the extent necessary, shall survive any expiration, suspension, termination, cancellation, revocation, or non-renewal of this **Agreement**, and therefore, shall be both applicable and enforceable beyond any expiration, suspension, termination, cancellation, revocation, or non-renewal of this **Agreement**: a) **Section 12 (Disposition of Obsolete Materials)**; b) **Section 13 (Ownership of Deliverables /Work Product)**; c) **Section 17 (Indemnification)**; d) **Section 18 (Access of Records)**; e) **Section 19 (Review of Records)**; and f) **Section 23 (Governing Law and Venue)**

IN WITNESS WHEREOF, each of the County and the Agency has executed this Agreement on the date below its signature.

ST. JOHNS COUNTY, FLORIDA

By: _____
Michael Wanchick
County Administrator

Date: _____

ATTEST: CHERYL STRICKLAND
CLERK OF COURTS

By: _____
Deputy Clerk

Witness: _____
Print Name: _____

Witness: _____
Print Name: _____

CHISANO MARKETING GROUP

By: _____
Joe Bouch, President

Date: _____

EXHIBIT A

ADVERTISING CAMPAIGN SCOPE AND DELIVERABLES

Design and Implement an advertising and promotional campaign for the St. Johns County Tourism Industry which will attract overnight visitors to St. Johns County during the February to April 15, 2010.

Campaign Objective: Generate overnight stays at St. Johns County's commercial visitor accommodations

WINTER CAMPAIGN CREATIVE

Producing creative concepts and final art is the sole responsibility of the AGENCY. In an effort to minimize production costs, the St. Johns County Visitors and Convention Bureau (VCB) will assist in providing existing research data, VCB partner mailing lists, tourism asset lists, logos and related branding elements, and new or existing high resolution still or video images as requested.

PRODUCTION OF CAMPAIGN MATERIALS

Production costs associated with the campaign will be considered part of the total campaign budget and are the sole responsibility of the AGENCY. All third party costs will be paid by the AGENCY from fees received from County.

Coordination of campaign material production is the responsibility of the AGENCY.

MEDIA

The selection, rate negotiation, scheduling of campaign media and payment of media is the sole responsibility of the AGENCY after acceptance by the COUNTY of the campaign media plan and reimbursement of duly authorized media invoices.

GETAWAY4FLORIDA.COM WEB SITE & VCB SOCIAL NETWORKING SITES

Getaway4florida.com is owned by the VCB but managed by Miles Media Group. The AGENCY is responsible for giving VCB staff specific direction and materials on any splash pages, banners, buttons etc. they will be building for the campaign that will become part of the Getaway4Florida site.

The Visitors & Convention Bureau has an existing Omniture/HBX tracking subscription. All interactive/electronic campaign material will have tracking code embedded for accurate tracking purposes. The VCB will provide the AGENCY with the proper contact information at Miles Media as necessary in order to assure campaign tracking.

Any expense incurred by the VCB from Miles Media for website work related to the campaign will be paid for by the VCB. The Agency will be notified of the expenses recorded for purposes of budget management.

VCB staff will cooperate with the AGENCY in creating posts, pages and blogs related to those sites.

OTHER

The Winter Campaign is a value-driven retail campaign, the success of which is dependant upon the work of the AGENCY and the cooperation of St. Johns County tourism businesses to offer attractive rates. To that end, the VCB will be diligent in their efforts to educate the tourism community of the campaign elements and the importance of having significant value to bring to the attention of potential travelers.

SJC/Chisano Exhibit A continued

REPORTS AND OTHER DELIVERABLES

- 1) Agency will formulate creative concepts including art direction and messaging which exploits the seasonal target audience of couples and adults traveling together.
- 2) Following acceptance of the above by the COUNTY'S designee and VCB designee, the AGENCY will provide a detailed final media plan, print, broadcast, and interactive art materials, messaging and campaign budget for approval by the COUNTY'S designee and VCB designee.
- 3) AGENCY will deliver to the COUNTY'S designee and VCB designee for its approval, a Communications Plan utilizing social and/or traditional media for campaign related messaging.
- 4) AGENCY will deliver to the COUNTY or their agent, all electronic files for web pages and videos that will be incorporated into the Visitors & Convention Bureau's existing website or to be used on social media sites
- 5) AGENCY will deliver to the COUNTY'S designee and VCB designee, monthly reports to include:
 - a) Web traffic to Getaway4Florida.com tracking among other things, the number of unique visitors.
 - b) Activity (views or visits) to the VCB's social networking sites.
- 6) AGENCY will deliver to the COUNTY'S designee and VCB designee, a Final Report detailing campaign measurements and ROI statement.