



ORLANDO'S CLOSEST BEACHES

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MEMORANDUM

TO: Tammy Ethridge, Deputy Clerk

FROM: Kalina Subido-Person, Tourism Development Office (TDO) *KS*

DATE: December 9, 2014

SUBJ: McBride Marketing Group Advertising Agreement

Attached is the original agreement between the BoCC and McBride Marketing Group. Please execute and return two copies to our office. If you have any questions, please call me at 433-4470.

SPACE COAST OFFICE OF TOURISM

430 Brevard Avenue • Suite 150 • Cocoa Village, Florida 32922 • Phone: (877) 57-BEACH (2-3224) or (321) 433-4470 • Fax: (321) 433-4476

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TDC AGREEMENT # P-SIA-1441-293000-2014-01

**BREVARD COUNTY TOURISM DEVELOPMENT OFFICE
ADVERTISING AND PRODUCTION AGREEMENT**

THIS AGREEMENT is made and entered by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter called the "COUNTY"); and McBride Marketing Group, located at 668 Law Street, Melbourne, FL 32935 (hereinafter called the "AGENCY").

WITNESSETH:

WHEREAS, pursuant to the Local Option Tourist Development act, Brevard County has by Ordinance No. 86-25 and subsequent amendments thereto established the Brevard County Tourist Development Council (hereinafter called the "TDC"), has levied and imposed a tourist development tax and has established a tourist development plan for the use of funds derived from such tax as set forth in Section 102-116 through 102-123 Brevard County Code of Ordinances; and

WHEREAS, the COUNTY desires to employ the AGENCY to advertise and conduct an advertising program to promote Brevard County and the Space Coast as a leisure and vacation travel, business, convention, film location and sports destination; and

WHEREAS, the provision of such services shall mutually benefit the parties hereto, and the residents of Brevard County, Florida.

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

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1. AGENCY SCOPE OF SERVICES. The AGENCY shall act as the COUNTY's advertising and promotional representative and perform all standard services and responsibilities associated with planning, developing and executing an overall advertising and promotional program to promote tourism in the COUNTY as described in the "Scope of Service", attached as Exhibit "A" and incorporated into this Agreement.
2. AGENCY COMPENSATION
 - a. Agency Costs. The COUNTY agrees to pay the AGENCY hourly fees for advertising production services as described in the "Agency Costs", attached as Exhibit "B", and incorporated into this Agreement from October 1, 2014 through September 30, 2016 or Fiscal Year 2014-15 and Fiscal Year 2015-16. Payment for advertising fees for subsequent fiscal years shall be negotiated by the parties and approved by the Board of County Commissioners. It is understood and agreed by the parties that AGENCY fees for additional related services requested by the COUNTY in writing, which are not included in the "Scope of Services" shall not be included in the above Fee Schedule, but shall be subject to negotiations between the TDO Executive Director and AGENCY.
 - b. Advertising Costs. Upon approval by the TDC Executive or Director of Marketing, the AGENCY shall negotiate all media time and/or space for advertising at "net cost". The AGENCY shall not be entitled to a commission for purchase of advertising space under this Agreement. The TDC Executive Director or Director of Marketing shall execute all media insertion orders and the COUNTY shall pay vendors directly for media purchased.
The AGENCY shall properly incorporate the COUNTY's advertising message in mechanical or other appropriate forms and transmit it with proper instructions for the fulfillment of each order; check and verify insertions, displays, broadcast or other means used in such manner as customary and good practice by advertising agencies; and audit invoices for space, time, material and services.

- c. Production and Out-of Pocket Expenses. The County shall reimburse the AGENCY for pre-approved production and out-of-county expenses associated with the performance of the COUNTY's advertising and media plan. When possible, the COUNTY shall provide direct payment to vendors for approved expenses.
3. ACCOUNT COORDINATION. In the performance of these services, the AGENCY shall designate a mutually agreeable Account Executive who shall be the principle contact in performance of these services. For FY 2014-15 the primary Account Executive shall be Robert (Chip) Eickmann.
4. PRIOR APPROVAL OF THE TDC. The AGENCY shall not incur any financial obligations related to production or out-of-pocket expenses in excess of \$250.00 (excluding incidental expenses such as postage, shipping, copies, etc.) or incur any financial obligations for additional services outside the Scope of Services as described in Exhibit "A" for the COUNTY's account without first obtaining written approval from the TDO Executive Director or designee. In order to obtain approval, the AGENCY shall submit a "costs estimate authorization" containing full descriptions of the proposed expenditures and estimates of the costs of the obligations or services involved.
5. SUBCONTRACTING. The AGENCY shall maintain an adequate and competent professional staff and may associate with necessary specialists for the purpose of its services hereunder without additional cost to the COUNTY, other than approved out-of-pocket, reimbursable costs.
6. PROGRESS REPORTS. The AGENCY agrees to provide periodic progress reports on at least a monthly basis and a final report at the end of each fiscal year. These progress reports shall include status of current projects, measurement of projects including, but not limited to audience reach and return on investment and documentation showing the effectiveness of the Advertising Program by comparing actual accomplishments and results with goals and objectives established at the beginning of the year. The COUNTY shall be entitled at all time to be advised, at its request, as to the status of work being done by the AGENCY and of the details thereof. Coordination shall be maintained by the AGENCY with the TDO Executive Director or the Director of Marketing.
7. BILLING AND PAYMENT.

a. Method of Payment

1) The AGENCY shall be entitled to receive payment for services rendered and reimbursement of expenses upon receipt by the COUNTY of an invoice detailing the services rendered by the AGENCY and certification by the TDO Executive Director, or his/her designee, that the AGENCY has performed such services in conformance with this Agreement, and is entitled to receive the specified amount.

2) Each invoice submitted by the AGENCY to the COUNTY shall be supported by a copy of the vendor invoice and proof of performance or proof or receipt of goods or services contracted for as required by the COUNTY. No payments shall be made without itemized invoices and receipts attached.

b. Partial Payment. In the event a portion of an invoice submitted to the COUNTY for payment to the AGENCY, as specified in paragraph (a) above is disputed, payment for the dispute, and the remainder of the invoice(s) will be processed for payment without regard to that portion which is in dispute.

c. Time of Payment. The COUNTY shall pay the AGENCY pursuant to Section 218.70 et seq., Florida Statutes, known as the "Florida Prompt Payment Act".

8. PROPERTY RIGHTS

a. Exclusive Property of the COUNTY. All intangible property including advertising, photographs, slogans, ideas or plans submitted or developed by the AGENCY for the COUNTY during the terms hereof, whether or not used, and any contacts made specific to media development and familiarization tours for the COUNTY, and any and all layouts, copy artwork, films, and other tangible property which the AGENCY prepared for the COUNTY or acquires for its account pursuant to the Public Relations for the COUNTY shall be the property of the COUNTY, provided that the COUNTY has paid the invoices rendered therefore, if any. Any of this property may be copyrighted, patented, or otherwise restricted by the COUNTY or the AGENCY on behalf of the COUNTY and the COUNTY shall have the unrestricted authority to publish, disclose, distribute, license and otherwise use any report, data, or other

materials prepared under this Agreement. There shall be no additional compensation for the rights and property granted under this paragraph.

- b. Dissemination of Information. Any reports, information, data, etc., given to, prepared, or assembled for or by the AGENCY under this Agreement which the COUNTY request be as proprietary shall not be made available to any individual or organization without the prior written approval of the COUNTY. Nothing contained in this Agreement shall be construed to prohibit the release of information pursuant to the requirements of law related to public records.
- c. Releases. The AGENCY shall obtain releases, licenses, permits, or other authorization to use photographs, copyrighted materials, art work or any other property or rights belonging to third persons obtained by the AGENCY for use in performing services for the COUNTY and shall be responsible for any claims arising with respect to such use. The COUNTY shall obtain same for any items obtained by the COUNTY which are used by the AGENCY in performing such services, and shall be responsible for any claims arising with respect to the use of such items. The AGENCY shall provide the COUNTY with the forms necessary to accomplish the COUNTY's obligation under this paragraph.
- d. Disposition of Property. When the AGENCY shall determine that art work, photographs, manuscripts, and any other similar property are of no further use in carrying out this Agreement, the AGENCY shall notify the COUNTY in writing and shall clearly describe the particular items. The COUNTY shall then notify the AGENCY in writing of the disposition the COUNTY desires with respect to such items. All shipping and transportation cost shall be born by the COUNTY, and the AGENCY shall not be obligated to store the material at its expense except for a period not to exceed 30 days after written notice has been given to the COUNTY. These provisions shall apply whether the items in question are in the possession of the AGENCY or third parties.
- e. COUNTY-Tangible Property. The AGENCY shall hold for the COUNTY and account for or return upon request to the COUNTY any tangible

property of the COUNTY which may from time to time be entrusted to the AGENCY for the purposes provided herein.

- f. COUNTY-Provided Information. The COUNTY shall be responsible for the accuracy, completeness and propriety of information concerning products and services which it furnished to the AGENCY in connection with the performance of this Agreement.

8. INDEMNIFICATION.

- a. Claims, Liabilities or Damages. The AGENCY shall indemnify and hold the COUNTY harmless from and against:

- 1) Any and all claims, liabilities, or damages arising from contracts between the AGENCY and third parties made pursuant to this Agreement, including the cost of litigation and counsel fees.
- 2) Any and all claims, liabilities, or damages arising from the preparation or presentation of any public relations programs covered by this Agreement, including the cost of litigation and counsel fees.
- 3) No provisions of this Agreement shall be construed as a waiver by the COUNTY of any right, defense or claim which the COUNTY may have in any litigation arising under this Agreement. Nor shall any Agreement provision be construed as a waiver by Brevard County of any right to initiate litigation.

9. INSURANCE. The AGENCY shall at its own cost and expense during the term of this Agreement, continuously maintain in force a policy of insurance for: 1) comprehensive general liability for the benefit of the COUNTY in the minimum amount of One Million Dollars (\$1,000,000); and 2) professional liability coverage for the benefit of the COUNTY, in the minimum amount of One Million Dollars (\$1,000,000). Professional liability coverage can be endorsed to the general liability policy or be a separate policy. The AGENCY shall provide the described insurance on policies and with insurers acceptable to the COUNTY. These insurance requirements shall not relieve or limit the liability of the AGENCY. The COUNTY does not in any way represent that those types or amounts of insurance are sufficient or adequate to protect the AGENCY's interests or liabilities, but are merely minimums.

10. DURATION/RENEWAL/ASSIGNMENT:

- a. Terms. This Agreement shall become effective as of October 1, 2014 and shall continue in force for a period through September 30, 2016, unless sooner terminated as provided herein.
- b. Renewal and Extensions. The COUNTY shall have the option to renew this Agreement for three one-year terms. No provision for automatic renewal of this Agreement shall be effective. Any renewal shall be in writing and approved by the TDC and the Board of County Commissioners.
- c. Assignment and Delegation. The COUNTY has retained the AGENCY for its expertise and, as such, considers this an Agreement for personal services. Accordingly, the AGENCY may not assign rights or delegate any duties thereunder without the express prior written consent of the COUNTY.

11. TERMINATION.

- a. Termination for Convenience. Either party may terminate this Agreement by giving the other party written notice at least sixty (60) days prior to the effective date of termination. Upon receipt of written notice of termination, the AGENCY shall provide only those services and incur only those expenses specifically approved or directed in writing by the COUNTY.
- b. Termination for Breach. This Agreement may be terminated with thirty (30) days written notice by the COUNTY for cause upon failure of the AGENCY to materially perform pursuant to any of the provisions or requirements set forth herein. Delivery of notice shall be made, in the event of such termination, to the AGENCY at the address indicated above.
- c. Termination by Law. In the event Brevard County Ordinance No. 102-116 through 102-123 (Tourist Development Tax) and its subsequent amendments is repealed or expires, as provided by law, this Agreement shall be deemed to terminate automatically upon the effective date of said repeal or expiration.
- d. Assignment upon Termination. Upon termination of this Agreement, the AGENCY shall assign to the COUNTY all of its rights in contracts, agreements, arrangements, or other transactions made with third parties for the COUNTY account on the effective date of termination or on such other date

as may be agreed upon by the parties. In the event any contract is non-assignable or the AGENCY cannot obtain a release from its obligations, the AGENCY shall continue performance as directed by the COUNTY, and the COUNTY shall meet its obligations, as to the unassigned or unreleased contracts only, to the AGENCY as though this Agreement had not been terminated.

- e. Termination Billings. Upon termination of this Agreement, the AGENCY shall bill the COUNTY for all amounts not previously billed and due the AGENCY at the time. The AGENCY shall be entitled to payment for services performed and expenses incurred during the termination period only if said services or expenses are approved in writing by the COUNTY after receipt of the notice or, with the express written of the COUNTY, for services or expenses approved prior to the effective date of termination.
12. MODIFICATION. This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter the terms of this Agreement, except as provided in Section 10.B., unless executed with the same formality as this document.
13. CONTROLLING LAWS. The validity, interpretation, and performance of this Agreement shall be construed in accordance with and governed by the tourist development ordinances of Brevard County, along with the Laws and Statutes of Florida. It shall be the AGENCY's responsibility to be aware of and comply with all federal, state and local laws.
14. VENUE. Venue for any legal action by any party to interpret, construe or enforce this Agreement shall be in court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.
15. WAIVER. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which 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 or wrongful conduct.
16. NOTICES. All notice pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery or through the U.S. Postal Service by

certified mail, return receipt requested, addressed to the parties at the following addresses:

FOR COUNTY:

Executive Director
(Authorized Representative)
Space Coast Office of Tourism
430 Brevard Ave., Suite #150
Cocoa, FL 32922

FOR AGENCY:

Mike McBride, President
(Authorized Representative)
McBride Marketing Group
668 Law Street
Melbourne, FL. 32935

17. AVAILABILITY OF RECORDS.

In the performance of this Agreement, the AGENCY shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the AGENCY for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the COUNTY, under this agreement shall be subject to copyright by AGENCY in the United States or any other country.

18. INDEPENDENT CONTRACTOR. It is hereby mutually agreed that the AGENCY is and shall remain an independent contractor and is not an employee or agent of the COUNTY. The AGENCY shall procure, pay for, and maintain Worker's compensation insurance in an amount as required by law.

19. AGENCY CERTIFICATION OF CONDUIT. The AGENCY certifies by his/her signature herinafter that he ("he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, the "he" is construed to mean any person with an interest therein) will not attempt in any manner to influence any specifications, to be restrictive in any respect, nor will he attempt in any way to influence purchasing of services or commodities by Brevard County, Florida.

20. AGENCY CERTIFICATION OF AUTHORITY AND NO CONFLICT. The AGENCY hereby certifies by his signature hereinafter that he is legally entitled to

enter into the subject contract with Brevard County, Florida, and that he is not or will not be violating either directly or indirectly any conflict of interest statutes or any other applicable statute or principle by the performance of this Agreement with any possible conflict entities including, but not limited to, other Florida coastal tourism destinations without the express permission of the COUNTY.

21. CHANGE IN OWNERSHIP. The AGENCY shall notify the COUNTY within ten (10) days of execution of any changes in ownership that change more than twenty-five (25) percent of the ownership of the agency.
22. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid, unconstitutional or unenforceable, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion thereof.
23. ATTORNEY'S FEES. In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs.
24. UNAUTHORIZED ALIEN WORKERS: Brevard County will not intentionally award publicly-funded contracts to any agency who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider an agencies intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.
25. EMPLOYMENT. The AGENCY shall not engage the services of any person or person now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the County.
26. PUBLIC ENTITY CRIMES. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not

transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.


27. CONSTRUCTION OF AGREEMENT. The parties hereby acknowledge that they fully reviewed this agreement, its attachments and had the opportunity consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the 1st day of October, 2014.



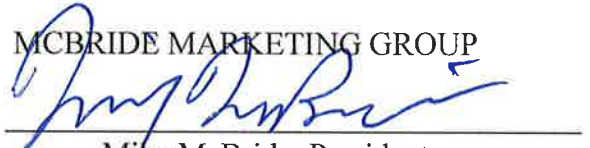
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Mary Bolin Lewis, Chairman

As approved by the Board on: OCT 1 2014

MCBRIDE MARKETING GROUP


Mike McBride, President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 9th day of December, 2014, by MIKE MCBRIDE of McBride Marketing Group LLC Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced FLORIDA DRIVERS LICENSE as identification.



Signature

ROBERT F. NEW

Notary Name (typed, printed, or stamped)

NOTARY EE110499

Title or Rank

Commission expires 9/19/2015

Reviewed for legal form and content:



(Assistant) County Attorney

10/1/14

Date

EXHIBIT "A" SCOPE OF SERVICES

The AGENCY shall provide the Marketing Committee and TDC with an in depth strategic analysis of the current brand and message, develop a positioning and targeting strategy based on the analysis and to recommend an implementation plan based on the latest research. It is imperative that the AGENCY work hand in hand with the TDC staff, the web site and public relations agencies and co-op partners in order to plan and implement an integrated marketing plan.

Advertising Services. The AGENCY shall provide assistance in development an advertising plan, development of strategic, results-driven creative and other production services as needed.

1. The AGENCY shall be responsible for the following:

Account Management

- Strategic recommendation and ideas that create value for the SCOT and tourism partners.
- Integrated marketing communication planning and consultation.
- Help secure agreements for co-op marketing programs from co-op partners. (Not CMI)
- Accept and edit creative from co-op advertisers. (Not CMI)
- Handle all billing and collections for creative, production and related expenses.
- Forecast and project production costs and update monthly.

Creative and Production Services

- Turnkey creative services.
- Planning, consultation and creative option presentation.
- Digital marketing expertise.
- Editorial services of copywriting and proofing.
- Design and graphic services.
- Original creative, designs artwork, templates for a consistent brand.
- Layout and design.
- Maps, typography, illustrations, photography.
- Photo library maintenance.
- Design, graphics and reproduction services: finished art from original creative; video, edits, b-roll, dubs, audio recording and talent; illustrations, photography including direction of photo shoots, printings, mailings.

Services Not Required

- The scope of the proposal does **not** include the following:
- Production of, and advertising sales for the SCOT annual Vacation Planner that serves as a primary fulfillment vehicle for visitor inquiries. The current vendor for the Vacation Planner is Florida Today.
- Fulfillment of inquiries, including call center services and postage.
- Public and media relations.
- Any sales-related activities, including trade shows.

EXHIBIT "B"
AGENCY COSTS: HOURLY RATES
FY 2014-15 THROUGH FY 2015-16

Services	Rates	Description
Project Management	\$75	All project specific administrative work
Create Services	\$125	Concepting, design, copywriting
Production Services	\$95	Print layout, copyfitting, prepress, web set Up/configuration, test/launch
Specialty Services	\$125	Web & flash programming, video editing
Client Revisions	\$55	Text/image edits (not redesigns)
Account Management	\$75	All non-project specific administrative work

PUBLIC ENTITY CRIME AFFIDAVIT
EXHIBIT "C"

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared
MIKE MCBRIDE known to me or who produced
FLORIDA DELIVERABLE LICENSE as identification and who, being by me first duly sworn,
under oath, make the following statement:

1. The business address of McBride Marketing Group is
(Name of Bidder or Contractor)
112 Annie Street., Orlando, FL 32806

2. My relationship to McBride Marketing Group (name of bidder or contractor) is
(relationship as sole proprietor, partner, president, vice president). PRESIDENT

3. I understand that public entity crime as defined in Section 287.133 of the Florida Statutes, includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity on Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record related to changes brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliated of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to section 287.133(3) by order of the division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

[Handwritten signature]

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies)

Sworn to and subscribed before me in the state and county first mentioned above on the 9th day of DECEMBER 2014.

Robert F. New

NOTARY/PUBLIC

ROBERT F. NEW

Notary Name (typed, printed, or stamped)

NOTARY EE110499 COMM EXP 9/19/2015
Title or Rank