

Meeting Date
December 1, 2015



AGENDA	
Section	
Item No.	II.B.2

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

<b>SUBJECT:</b>	Approval of Renewal and consolidation of Website Services Contracts currently provided to the Tourism Development Office by Simpleview.
<b>DEPT/OFFICE:</b>	Tourism Development Office (TDO)

**Requested Action:**

It is requested that the Board approve the renewal and consolidation of Simpleview's contract that will align the main contract and all sub-agreements for all services currently provided to the TDO.

**Summary Explanation & Background:**

During the planning and development of the TDO Marketing & Media Plan and website budget for fiscal year 2015-2016, the Simpleview contract for Internet Site Design, Management and Maintenance of the TDO's website was reviewed. The contract had an option for a two-year renewal with an absolute end date of- September 30, 2017. In addition to the contract renewal, there were also other services that Simpleview was providing to the TDO via sub-agreements that had been entered into outside of the original contract between the County and Simpleview. For simplicity, organization, and future renewal purposes, the revised contract has the same absolute end date of the original contract, but aligns all services currently provided to the TDO by Simpleview. Prior to the end of the term of this revised contract, the TDO will re-solicit Request for Proposals for these services, at which time, Simpleview will have the opportunity to bid on providing these services to the TDO. Attached for review and reference are the following:

- Original Contract
- Consolidated/Renewal contract
- Sub-agreements to be consolidated

The approval of the consolidated Simpleview contract will allow TDO to plan accordingly website services with an organized and simplified budget plan.

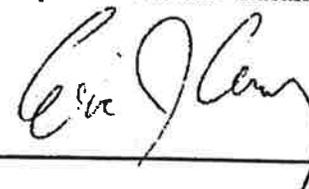
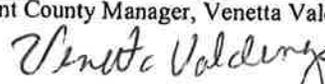
**Fiscal Impact:** Fiscal impact of this agreement is approximately \$81,000 from the TDO Promotion & Advertising Fund and has been included in the Board approved TDO FY2015-2016 Marketing & Media Plan.

Thank you for your consideration.

Contact: Eric Garvey, Executive Director at 433.4470  
[Eric.garvey@visitspacecoast.com](mailto:Eric.garvey@visitspacecoast.com)

Clerk to the Board Instructions:

Exhibits Attached: Simpleview revised contract, Simpleview original contract, sub-agreements with Simpleview

<b>Contract /Agreement (If attached):</b>		<b>Reviewed by</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	PR <input type="checkbox"/>
County Attorney	County Manager	Assistant County Manager, Frank Abbate			
Stockton Whitten	Assistant County Manager, Venetta Valdengo				



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972

December 2, 2015

MEMORANDUM

TO: TO: Eric Garvey, Tourism Development Director

RE: Item II.B.2., Renewal of Contract with Simpleview for Consolidation of Website Services Provided to Tourism Development

The Board of County Commissioners, in regular session on December 1, 2015, approved the renewal and consolidation of Simpleview's contract that will align the main contract and all-agreements for all services currently provided to the Tourism Development Council.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/kg



WEB SITE CONSULTING, CONTENT MANAGEMENT SYSTEM, CUSTOMER RELATIONSHIP  
MANAGEMENT, AND SEARCH ENGINE CONSULTING AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the 1st day of September, 2015 (the "Effective Date"), by and between Simpleview, LLC, with offices at 7458 N. La Cholla Blvd., Suite 100, Tucson, Arizona, 85741 ("Simpleview") and Florida's Space Coast Office of Tourism, located at 430 Brevard Avenue, Suite 150, Cocoa Village, FL 32922 ("Client").

RECITALS

- A. WHEREAS, Simpleview offers certain consulting, development and hosting services and web-based applications for use on the World Wide Web, including a content management system ("CMS"), customer relationship management application ("CRM") and search engine marketing services ("SEM");
- B. WHEREAS, Client desires that Simpleview license and support its CMS (the "Site") and CRM, provide SEM, and provide certain other services and applications useful in the design, programming, and maintenance of the Site;
- C. WHEREAS, Client desires to consolidate the following contracts into this Agreement:
  - 1) TDC Agreement # P-SIA-1441-293010-2013-08 – Internet Site Design, Management and Maintenance Agreement dated December 18, 2013;
  - 2) Web Site Consulting and Licensing Agreement dated August 7, 2014;
  - 3) Organic Search Engine Marketing Statement of Work dated April 28, 2015.
- D. WHEREAS, Client desires to engage Simpleview, and Simpleview desires to be engaged by Client, to provide Internet services and products on the terms and subject to the conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises set forth herein, Simpleview and Client (collectively, the "Parties") hereby agree as follows:

**1. Simpleview Services**

Simpleview agrees to provide design, programming and hosting of the Site on the World Wide Web as set forth or described in Exhibit A hereto (the "Web Site Services") and to provide Client with additional services, if any, set forth or described in Exhibit B hereto (the "Additional Services"), which exhibits may be amended from time to time by mutual written agreement of the Parties. Obligations of Simpleview, if any, to provide ongoing maintenance tasks for the Web Site shall be set forth and included as part of Additional Services on Exhibit B hereto ("Maintenance") (the Web Site Services and the Additional Services are hereinafter referred to collectively as the "Services"). Client agrees that Simpleview is responsible only for providing the Services specifically set forth in Exhibit A and Exhibit B hereto.

**2. Web Site Development and Hosting**

**2.1 Delivery of Client Content**

"Client Content" shall mean any materials provided by Client for incorporation into the CMS and/or CRM, including, but not limited to, any images, photographs, illustrations, graphics, audio clips, video clips or text. Client shall deliver the Client Content to Simpleview in an electronic file format specified and accessible by Simpleview (e.g., .txt, .gif) or as otherwise specified in Exhibit A. Any services required to convert or input Client Content not set forth in

Exhibit A as Web Site Services shall be charged as Additional Services, Client shall promptly deliver all Client Content to Simpleview as required by Simpleview. The pricing in Exhibit A allows for three (3) days of training for CRM at the Client's facilities. Costs associated for airfare, lodging and travel incidentals will be billed separately. If additional training is required, a separate workorder (see section 2.2) will be generated based on our hourly rates and associated travel expenses. Training for CMS modules is done online. Travel expenses related to the onsite creative brief shall be billed separately to Client.

## 2.2 Work Orders

If Client wishes to implement upgrades or revisions to the CMS and/or CRM that differ materially from the Services in Exhibits A and B, Client shall submit to Simpleview a written change order containing (i) such revisions in detail and (ii) a request for a price quote for such change (collectively, the "Change Order"). Simpleview shall promptly evaluate the Change Order and submit to Client for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all associated fees associated with Client's Change Order. Client shall have ten (10) business days from receipt of such proposal to accept or reject Simpleview's proposal in writing. If Client accepts Simpleview's proposal to undertake the work necessitated by the Change Order, then the Change Order, as supplemented and/or modified by Simpleview's proposal, shall amend and become a part of Exhibit A and Exhibit C hereto (Fee Schedule). Routine updates and "fixes" shall be performed according to the Fee Schedule in Exhibit C.

## 2.3 Hosting

**2.3.1 System Availability.** Simpleview warrants at least 99.9% System Availability during each calendar month. "System Availability" means the percentage of total time during which the CMS and/or CRM is fully accessible at standard Server Response and Time and Throughput Capacity, excluding Scheduled Maintenance and Emergency Maintenance and any loss or interruption due to causes beyond the control of Simpleview. "Emergency Maintenance" means downtime of the CMS and/or CRM due to the application of urgent patches or fixes, or other urgent maintenance, recommended by Simpleview vendors to be applied as soon as possible, that is performed outside of Scheduled Downtime hours. "Scheduled Maintenance" means downtime of the CMS and/or CRM during preset, scheduled maintenance windows. Scheduled Maintenance typically is performed during off-peak hours which are defined as between 6 P.M. and 3 A.M. MST Standard Time. Simpleview will provide Client with notice of any scheduled maintenance at a minimum of 24 hours prior to the scheduled outage and will endeavor to schedule maintenance after 9 P.M. Eastern Standard Time. Times for Scheduled Maintenance may be changed with reasonable prior written notice to Client (which may be via email).

Should Simpleview fail to achieve 99.9% System Availability in any calendar months, Client shall receive a prorated credit towards future services

Should Simpleview fail to achieve 99.9 % System Availability in each of two consecutive calendar months, Client shall have the right to terminate this Agreement for cause (and without having to give Simpleview any cure period), in which case Simpleview will refund to Client any prepaid fees for the remainder of the Term after the date of termination. Claims under this service level warranty must be made in good faith and by submitting a support case within 20 business days after the end of the relevant period.

Client is not permitted to select another vendor to host the Content Management System ("CMS") or Customer Relationship Management ("CRM") applications.

**2.3.2 Updates to CMS and/or CRM.** Simpleview shall provide Client with a system and the necessary software to allow Client to transmit revisions, updates, deletions, enhancements or modifications (the "Updates") to the CMS and/or CRM.

**2.3.3 Disaster Recovery.** Simpleview shall maintain a disaster recovery plan (a "DRP") for all technology required to provide the Services, together with the capacity to execute the DRP. The DRP shall, at a minimum, require mirror servers or ability to connect Client's servers via multiple Internet Service Providers (ISPs). Upon request by Client, Supplier shall provide Company with an executive summary of Supplier's then-current version of the DRP. Supplier shall perform disaster recovery tests at least annually. Supplier shall provide Company a written description of all DRP test results in sufficient detail to allow Company to assess the success of each test.

**2.3.4 Security.** Simpleview shall provide all reasonable physical, anti-virus and password related security for the Simpleview system and/or services, and will make all reasonable security procedures available to protect Client Data from unauthorized access. Simpleview shall have and adhere to commercially reasonable written information security guidelines for maintaining security controls which guidelines include without limitation, physical, administrative and technological controls. Simpleview shall act proactively in preventing security breaches and laying out a process for fixing known security breaches once identified. Simpleview shall notify Client when security breaches or security holes are identified.

**2.3.5 Backup Procedures.** Data will be backed up on at least a daily basis. In the event that a data restore is required as a result of equipment failure, Simpleview will bear the costs of such restore. Simpleview shall provide Client a monthly back-up of data either by CD-rom or by FTP access. Client may request a back-up of data at any time.

### **3. Service Fees**

Client shall pay the fees set forth in the Fee Schedule in Exhibit C. Client shall pay, or promptly reimburse Simpleview for out-of-pocket expenses, including travel and travel-related expenses incurred by Simpleview in connection with the performance of the Services according to the Brevard County TDO Operating Procedures Manual and Out of County Travel Policies. Client shall pay all invoices and charges in accordance with the Florida Prompt Payment Act ([http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&URL=Ch0218/part07.htm&StatuteYear=2001&Title=-%3EChapter%20218-%3EPart%20VII](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch0218/part07.htm&StatuteYear=2001&Title=-%3EChapter%20218-%3EPart%20VII)).

Government entities are required to pay in accordance with the following provision: "The payment due date for a local governmental entity for the purchase of goods or services other than construction services is 45 days after the date specified in s.218.73..." Section 218.74(2), Florida Statutes. All interest shall be at the rate of 1% per month. See Section 218.735(7) Florida Statutes.

### **4. Proprietary Rights**

#### **4.1 Proprietary Rights of Client**

Client Content, Client Data and User Information shall remain the sole and exclusive property of Client, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Nothing in this Agreement shall be construed to grant Simpleview any ownership right in the Web site, Client Content, Client Data or User Information.

"Client Data" means all data and information about Client's businesses, customers (current, former or prospective), employees, operations, facilities, products, markets, assets or finances that Simpleview obtains, creates, generates, collects or processes in connection with this Agreement, and all intellectual property rights in that data and information. Simpleview shall provide Client with copies of the server logs applicable to its web site and reports derived from the server logs at no additional cost.

"User Information" means all information about users, and Client members and personnel and Internet browsers (whether or not users), that Client provides to Simpleview hereunder, or that Simpleview otherwise collects, compiles, creates or stores in connection with the access and use of CMS and/or CRM and, including without limitation (i) name, address, email address, password information, account numbers, financial information, demographic data, marketing data, credit data, any other identification data; (ii) any other user data submitted in the course of the access or use of the CRM any Web Site Service; and (iii) any information about an identifiable individual that constitutes "personal information" under applicable law.

On Client's written request or upon termination of this Agreement for any reason, Simpleview will promptly and at no additional cost to Client return or destroy all originals and copies of all documents and materials containing Client Content, Client Data and User Information including reports derived from the server logs.

#### 4.2 Proprietary Rights of Simpleview

Subject to Client's ownership interest in Client Content, Client Data and User Information, and further subject to Section 1.2 of this Agreement, all materials, including, but not limited, to any computer software (in object code and source code form), script, programming code, data, information or HTML script developed or provided by Simpleview or its suppliers under this Agreement (with the exception of original elements of audiovisual displays created hereunder specifically for Client, which shall be deemed to be part of Client Content), and any trade secrets, know-how, methodologies and processes related to Simpleview's products or services, shall remain the sole and exclusive property of Simpleview or its suppliers, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "Simpleview Materials"). Client acknowledges and agrees that Simpleview is in the business of designing and hosting Web sites, and that Simpleview shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any Simpleview Materials in providing such services.

#### 4.3 Simpleview Notices

Unless otherwise agreed to in writing by the Parties, Simpleview shall have the right to place proprietary notices of Simpleview (including hypertext links related thereto) on the Simpleview Materials and on the Site, including developer attribution and hypertext links to Simpleview's web sites, and to change or update such notices from time to time upon notice to Client. The size and location of these notices shall be subject to Client's approval, which approval shall not be unreasonably withheld. In no event may Client remove or alter any Simpleview proprietary notice from the Simpleview

Materials or the Site without Simpleview's prior written consent. Simpleview may use the name of and identify Client as a Simpleview client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

## 5. License

### 5.1 Grant of License - Client

Client hereby grants to Simpleview a non-exclusive, worldwide, royalty free license for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to edit, modify, adapt, exhibit, publish, transmit, perform, display, and otherwise use Client Content solely as necessary to render the Services to Client under this Agreement.

### 5.2 Grant of License - Simpleview

Simpleview hereby grants to Client a limited, non-exclusive, nontransferable license solely for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to make use of Simpleview Materials that are incorporated in the CMS and/or CRM and that are required for the operation of the CMS and/or CRM. Client cannot use the Simpleview Materials for any other purpose, including selling, copying or transferring any portions to third parties, or providing Web site development or hosting services for others. Simpleview hereby reserves for itself all rights in and to the Simpleview Materials not expressly granted to Client in the immediately foregoing sentence. In no event shall Client use any trademarks or service marks of Simpleview without Simpleview's prior written consent.

## 6. Warranties

### 6.1 Simpleview Warranties

Simpleview warrants: (i) that Simpleview has the right and authority to enter into and perform its obligations under this Agreement; (ii) that Simpleview shall perform the Services in a professional and workmanlike manner and (iii) none of the Simpleview Materials, any other materials used by Simpleview or any actions of Simpleview in connection with the Services will infringe or violate any right of any third party.

### 6.2 Client Warranties

Client warrants that: (a) it has all authorization(s) necessary for hypertext links to third party Web sites; and; and (b) that the Client Content does not infringe or violate any right of any third party. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the CMS and/or CRM.

## 7. Warranty Disclaimer and Limitation of Liability

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6, Simpleview MAKES NO WARRANTIES HEREUNDER, AND Simpleview EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, AND WARRANTIES AGAINST INFRINGEMENT.

THE TOTAL LIABILITY OF Simpleview HEREUNDER FOR ANY SERVICES NOT PROPERLY PERFORMED (INCLUDING ANY LIABILITY FOR NEGLIGENCE) SHALL BE LIMITED TO (a) PERFORMING THOSE SERVICES CORRECTLY, OR (b) IF SUCH PERFORMANCE IS IMPOSSIBLE, TO THE AMOUNT'S PAID TO Simpleview FOR THE SERVICES THAT WERE IMPROPERLY PERFORMED. IN NO EVENT SHALL Simpleview OR CLIENT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **8. Indemnification and Insurance**

### **8.1 Indemnification**

Simpleview shall indemnify and hold Client harmless from and against:

- 1) Any and all claims, liabilities or damages arising from contracts between Simpleview 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 programs covered by this Agreement, including the cost of litigation and counsel fees; and
- 3) No provision of this Agreement shall be construed as a waiver by the Client of any right, defense or claim which the Client may have in any litigation arising under this Agreement, nor shall any Agreement provision be construed as a waiver by Client of any right to initiate litigation.

### **8.2 Insurance**

Simpleview shall maintain at its sole expense, at all times during the term of this Agreement at least the minimum insurance coverage with the terms and conditions designated in this Section 8.2. The insurance policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Brevard County shall be named an additional insured under the Commercial General Liability policy. Within fifteen (15) days of execution of this contract, Simpleview shall provide to Client proof of insurance evidencing all insurance required by this Article.

Simpleview shall maintain insurance policies with minimum policy limits as follows:

- 1) General Liability Insurance policy with a \$ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, and Errors & Omissions.
- 2) Privacy Liability insurance (aka Cyber Liability) with a \$ 1,000,000 combined single limit for each occurrence to include coverage for third party claims alleging a security breach or negligent maintenance, protection, and preservation of private or confidential information; coverage for mandatory regulatory actions in connection with a security failure, privacy breach or failure to disclose a security failure or privacy breach.

## **9. Term and Termination**

This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect from September 1, 2015 through September 30, 2017, unless earlier terminated as otherwise provided in this Agreement (the "Initial Term"). At the end of the Initial Term, Client shall take the services out to bid. Should Simpleview win the bid, a new contract will be negotiated between the parties that dictate the term and pricing. Should Simpleview not win the bid, this Agreement shall set the monthly pricing amounts until the projects and services are transferred to the new provider.

Either party may terminate this Agreement if the other party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within thirty (30) days of receipt of written notice specifying the breach.

## **10. Confidentiality**

Each party agrees that during the course of this Agreement, information that is identified as confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential

Information"). The obligations with respect to any particular portion of Confidential Information shall terminate or shall not attach, as the case may be, when receiving party can demonstrate such information (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by individuals of the receiving party without access to the Confidential Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, or in the Florida Public Records Law as contained in Chapter 812 of the Florida Statutes. There is a specific exemption to the open records laws for trade secrets contained in 812.081(lc), Florida Statutes. Each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

Client shall not use any Simpleview Materials to compete with Simpleview or in any way that would diminish Simpleview's rights therein.

## 11. Miscellaneous

### 11.1 Entire Agreement

This Agreement and attached Exhibits constitute the entire agreement between Client and Simpleview with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties.

### 11.2 Governing Law

This Agreement shall be construed in accordance with the laws of the State of Florida. Exclusive jurisdiction shall rest in Florida, with venue in Brevard County, whose jurisdiction all parties consent, for any dispute concerning interpretation, breach of or enforcement of this Agreement. Any trial shall be non-jury.

### 11.3 Independent Contractors

The Parties agree that Simpleview and its personnel, in performance of this Agreement, are acting as independent contractors and that this Agreement shall not create any agency between the Parties.

### 11.4 Alternative Dispute Resolution

In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of an established and neutral mediation service selected by the parties. Such mediation shall be conducted within 60 days following either party's written request therefore. If such dispute or claim is not settled through mediation, then either party may seek legal or equitable remedies in a proceeding in a court of law.

Simpleview shall not unilaterally shut down the website or otherwise stop performing under this Agreement. If in Client's sole discretion it elects to transition the website to a new provider, notwithstanding any dispute or claim between Simpleview and Client, Simpleview shall cooperate in all aspects of such transition.

#### 11.5 Force Majeure

Neither party shall be liable for delays or failure in performance thereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party. Notwithstanding the aforementioned, it is understood that Simpleview shall have the responsibility to perform its services in a commercially reasonable manner to safeguard Client's Internet and web hosting, including data, from damages, disruption and loss caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause.

#### 11.6 Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

#### 11.7 Severability

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

#### 11.8 Survival

All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations and payment obligations shall survive the termination or expiration of this Agreement.

#### 11.9 Attorney's Fees

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

#### 11.10 Unauthorized Alien Workers

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e)(Section 274A(e) of the Immigration and Nationality Act INA). The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

#### 11.11 Federal Tax ID Number

Simpleview shall provide to the County its Federal Tax ID Number.

#### 11.12 Conflict of Interest

Simpleview shall not engage the services of any person or persons now employed by the County, including any department, agency board or commission thereof, to provide services related to this contract without written consent from the County.

Simpleview shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to subagreements.

Simpleview shall not award a contract or subcontract under this Agreement to any company that Simpleview has a financial or any other interests in, including but not limited to employing an employee of Simpleview or any member of an employee's, agent's, or officer's immediate family.

Simpleview, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County

11.13 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.

11.14 Information Release/Grantor Recognition

News release, publicity release, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County and be approved in advance of any release or publication. Releases shall identify the funding entity, as well as, the funding source.

11.15 Debarment and Suspension

Brevard County will not intentionally award contracts to any agency or its contractors and/or subcontractors that: 1) have been debarred, suspected, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or Local Department or agency; 2) Have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; 3) Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) above, and 4) Have, within a 3-year period preceding this application/proposal, had one or more public transaction (Federal, State or Local) terminated for cause or default.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective duly authorized officers on the date written below.

Authorized Signature

Simpleview, LLC  
7458 N La Cholla Blvd., Suite 100  
Tucson, AZ 85741  
USA

By: 

Date: Dec. 11, 2015

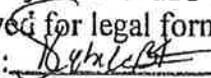
Authorized Signature

Florida's Space Coast Office of Tourism  
430 Brevard Avenue, Suite 150  
Cocoa Village, FL 32922  
USA

By:  Date: 12/22/15

Stockton Whitten, County Mgr.

As approved by the Board on 12/1/15

Reviewed for legal form and content: 

(Assistant) County Attorney

Exhibits

- A - Simpleview Services
- B - Additional Services
- C - Fee Schedule

EXHIBIT A

Simpleview SERVICES

**SIMPLEVIEW CRM – “LITE” LEVEL PRICING (UP TO 15 CONCURRENT USERS)**

Users	Lite 6-15	Comments
<b>TRAINING</b>		
- Additional Onsite Training	Recommend 2	On site: \$2,000 per trainer per day; two day minimum; travel and expenses billed separately.
- Simpleview Hosted Training	Recommended as a supplement to Onsite Training	At Simpleview's headquarters in Tucson, AZ: \$1,000 per trainer per day. No minimum; travel expenses are the responsibility of customer.
<b>LICENSING, HOSTING &amp; UPGRADES</b>		
	\$13,500/year	Annual fee includes point updates, full version upgrades, hosting, daily back-ups, and access to the Simpleview ticketing system, knowledgebase, webinar library, and user forum.
- Additional Users Above Tier	\$1,200 / year	
<b>SUPPORT</b>		
- Free Support*	300	Support hours can be used for technical support, questions, remote training, report building, template creation, or customizations.
- Additional Support		
- Premium Bundle	\$10,000 / 100 hours	Free Support and Bundles can be used at any time within a given contract term. Bundles can be purchased at any time during an initial or renewal term, but do not carry forward from one term to the next.
- Discounted Bundle	\$6,000 / 50 hours	
- Hourly Support	\$125 / hour	
<b>USER GROUPS, MODULES &amp; OPTIONS</b>		
GROUP SALES	Included	Facilitates Meeting and Conference Sales, but can also be used for Sports Marketing, Meetings & Reunions, and Film Offices, with separate Groups created for each department.
- Meeting Space Availability Tool	Not Included	\$7,500 + \$2,500/year. This allows CRM users to view and reserve available space in convention centers and other meeting venues.
- Meeting Planner RFP Tracking	Not Included	\$3,000 + \$1,000/year. Meeting Planners may log in to review RFP responses (including service lead responses). Custom skinned extranet requires additional \$5,000 design and implementation fee.
MEMBER / PARTNER	Included	

- Benefits Summary	Included	This provides a place for both you and your partners to review all the benefits they receive by partnering with your DMO. All information, such as the number of leads you have sent to the partner, articles documented, listing and coupon hits, in-kind/expenses and more are stored on the Benefits Summary tab.
- Member/ Partner Extranet	Included	A dedicated, password-protected site where members/partners can update listings, add images, submit special offers, view leads, report occupancy and view news and information provided by the DMO.
- Skinned Member/ Partner Extranet	Not Included	\$5,000 Implementation. Fee covers styles and logo applied to the extranet to match your website design.
- Dues & Invoicing	Included	The Dues & Invoicing section gives you the ability to set up membership dues, add benefits, create membership invoices and one-off invoices, and streamline payment collection from your partners.
- Online Dues Payment	Not Included	\$7,500 + \$2,500/year. Requires Dues & Invoicing
PARTNER SERVICES	Included	Allows users to send service leads, track partner referrals, record In-kind/Expense transactions with partners, and manage commitments or incentives offered by the DMO.
CONSUMER	Included	
- DMA® Regions Mapping	Included	(Designated Market Area) regions are the geographic areas in the United States in which local television viewing is measured by The Nielsen Company. The DMA data are essential for any marketer, researcher, or organization seeking to utilize standardized geographic areas within their DMO and Simpleview is the only industry specific CRM provider with a license to use this data.
TOUR/ TRAVEL TRADE	Included	Facilitates Group Tour, Motorcoach, and Independent Travel booked through third parties.
MEDIA / PR	Included	This module is used to manage media contacts, issue press releases, distribute press trip leads and track coverage of your destination and partners.
INVENTORY	Included	Allows users to easily manage products, view/update inventory, place orders, and streamline order processing. Orders can be tied to partners, clients, and events tracked in CRM.

SITE INSPECTIONS / FAMS	Included	Facilitates the creation and distribution of detailed itineraries for FAM Tours and Site Inspections. Then, automatically, tracks the exposure provided to participating Members / Partners.
DMO HOSTED EVENTS	Included	Allows for the tracking of participation at Bureau hosted networking events, workshops, etc. RSVP Integration is required for online registration and payment associated with events.
- RSVP Integration	Not Included	\$7,500 + \$2,500/year.
CO-OP MARKETING & ADVERTISING	Included	This module provides the ability to add and track advertisements that your partners purchase.
- Promotions	Not Included	\$7,500 + \$2,500/year. Allows partners to sign up for advertising and promotional opportunities via the extranet. DMO can use this module to collect listings, images, and other collateral required for the promotion. This module can also be used to manage and collect payments for promotions and advertisements.
MEDIA LIBRARY	Not Included	\$0 + \$5,000/year.
DATA INTEGRATION TOOLS		
FORM INTEGRATIONS		This is used to create and edit quick data entry forms for Accounts and Contacts within CRM and/or to manage web forms when combined with a Simpleview website.
- Form Builder	Included	The Forms API is required in order to publish forms to a website developed by a third party.
- Form API	Not Included	\$3,000 + \$1,000/year. The forms API allows users in CRM to flag forms built via the form builder application to "show on web". This will feed the form data fields into the API feed which a 3rd party developer can consume to place on your website, mobile application etc.
- RFP Integration	Not Included	\$5,000 + \$1,500/year. This specialized form provides a step by step process for submitting an RFP and includes a basic facility search, room flow, the ability to include attachments, and... Includes integration with one group (Group Sales by default). Additional forms can be added for \$2,000 each.

WEB API		The API or Data Feeds are required for 3rd party integration. The API provides full "push/ pull" connectivity between CRM and applications developed by 3rd parties, including documentation and support to allow developers the ability to call data from the database *as well as* provide tracking information back to the Member/ Partner Benefits Summary for websites, mobile sites, kiosks, etc.
- Listings & Special Offers API	Not Included	\$7,500 + \$2,500/year.
- Calendar of Events & API	Not Included	\$7,500 + \$2,500/year.
DATA FEEDS		Unlike the API, this is a one-way feed that allows 3rd parties to consume data in a structured, but raw format, and information *cannot* be fed back to CRM for Benefits Summary Tracking.
- Listings Feed	Not Included	\$600/ feed/ year
- Calendar of Events Feed	Not Included	\$600/ feed/ year
- Special Offers Feed	Not Included	\$600/ feed/ year
3RD PARTY INTEGRATIONS		
- Meeting Broker Integration	Included	Meeting Broker Integration to push/ pull leads and responses to/ from Newmarket International's Delphi and Daylight sales & catering systems for hotels.
- MINT Integration	Included	FREE DMAI MINT Integration
- EmpowerMINT RFP Integration	Not Included	\$5,000 + \$1,500/year.
- DMAI Event Impact Calculator	Not Included	\$0 + \$1,500/year. DMAI Event Impact Calculator Integration. Report integration billed separately or can be implemented against Support Hours.
- ICCA Database Import Tool	Included	Tool for importing Excel Files containing profiles and history/futures that were exported from the ICCA database.
- Accounting System Integration	TBD	Data can be pulled from accounting systems into CRM so Member/Partner staff can view invoices, payments and balances. Users can also resend invoices directly from CRM.
- Outlook Integration	Not Included	\$5,000 + \$1,500/year. This allows you to easily push emails from Outlook to CRM.

\*As part of this agreement, Customer is allotted 208 support hours, which can be used at any time over the contract term, at which point the hours will expire. Any overages during the contract term will be billed at \$125/hour, or customer can purchase Additional Support Bundles at discounted rates and/or upgrade to the next CRM support level.

## DESTINATION DASHBOARDS - PRICING (IN USD)

### Objective

Destination Dashboards give your DMO the ability to expand its reporting capabilities through data visualization beyond just your CRM data. Presenting key metrics in a visual way has proven to be a more effective way to communicate data to key stakeholders both internally and externally. In today's business climate, it is key to have the ability to "tell the story you want to tell, to the people you want to tell it to."

### Specification/Features

#### Destination Dashboards Includes:

- A Web-based approach built on a SaaS platform
- Simpleview CRM/CMS and strategic partner data connections out of the box
- The ability to connect and display any data source with an XML/API feed
- The ability to manually capture data and display it within a Destination Dashboard
- The ability to create multiple Destination Dashboards – from an executive summary and internal sales dashboard to an external board report or partner dashboards

#### Implementation Includes:

- A kick-off call with your dedicated Destination Dashboards Project Manager
- Setting-up the initial Destination Dashboards platform
- Building out all data connections defined in the project kick-off
- Building out all dashlets and dashboards defined in the project kick-off
- Walkthrough, training and QA of the platform prior to launch

#### Annual Licensing Includes:

- Support hours, which can be used for general support, setting-up new data connections or dashboard layout assistance\*
- Hosting and code maintenance support
- Point upgrades and version upgrades
- Pre-built connections and dashlets which will be rolled out over time as additional DMOs begin using the platform
- Extranet link development and access for partners – includes development into the CRM Member/Partner group -> Contact Record -> Security Tab within your Simpleview CRM
- Unlimited staff users, unlimited partner logins

\* Simpleview CRM customers can draw from their CRM support hours or purchase additional CRM support hour bundles if they run out of Destination Dashboards included support. Non-Simpleview CRM customers can purchase support packages separately.

### Cost Summary

Destination Dashboards		Annual Fee
Annual Licensing Fee		\$6,000
Annual Included Support	15 hours	

**CMS LICENSING - PRICING (IN USD)**

	Annual Licensing Fee
<b>Responsive Sitemap Consultation &amp; Content Roadmap</b>	
Onsite Creative Brief	
<b>Responsive Design Creation and Functional Comps</b>	
Design Implementation	
<b>Navigation &amp; Content Management (CMS)</b>	\$10,000
Homepage Slideshow & Interior Header Management	Included
Landing Pages & Metatag Management	Included
Articles Module	Included
RSS Feeds	Included
Print/Email Pages	Included
Microsite Builder	Included
Advanced Site Search	Included
Hosting (savings of \$8,988/yr)	Included
Advanced Admin Access (CSS, Template & Javascript Code Overwrite Capabilities)	Included
Website Form Integration with CRM Consumer Group	\$1,700
Partner Listings (Integration with Simpleview CRM)	\$2,300
Calendar of Events	\$2,000
Responsive GEO Triggers (Listings, Coupons, Events)	\$1,000
Content Collection, Page Creation & Data Migration	
Site Transition (SEO) Program	
<b>Highlights Module</b>	\$1,200
Multimedia Gallery	\$2,200
Related Content Tagging	\$900
Special Offers/Coupons	\$1,000
Trip Builder	\$2,500
Beach Finder Tool	\$1,700
Dynamic Content	\$2,500
Instagram Feed	\$500
Blog Module	\$1,600
<b>Booking Engine</b>	\$900
Facebook "Like" Button for Listings	\$500
Facebook "Like" Button for Site Pages	\$500
Google Maps	\$2,500
Instant Help (Live Chat)	\$400
Social Media Integration Lite	\$2,000
<b>TOTAL COST:</b>	<b>\$37,900</b>

## SEO Overview

There's more to a great DMO site than what you see on the surface. Simpleview can help you optimize and understand your site's performance at a deeper level. The best site in the world has little value if nobody finds it. Our Organic SEO services deliver long-term improvements in site traffic, enhancing your site value and building ROI for your website investment.

## Project Launch

At the beginning of a new SEO engagement, Simpleview gathers all members of the search engine marketing team, developers and account managers to review the project scope, goals and objectives in an Internal Strategy Session. Once this has taken place, the Simpleview account manager will schedule a Kick-Off Meeting with the client to introduce the team, review marketing strategies and Key Performance Indicators that will be set up and tracked in Google Analytics. Once this meeting has taken place, a full site review will commence and a Technical Barrier Analysis Report will be delivered to the client documenting the technical barriers on the website, which will provide a guideline for early optimization activities.

## Organic Activities

Website marketing is an ongoing process that only begins when your site is launched. From that point on, our job is to continually refine and evolve your site, building on strengths and correcting weaknesses to constantly improve your traffic quality and volume, increase bookings, build your databases and meet other goals.

Our website analytics services start with correctly installing Google Analytics throughout your site to provide detailed information on visitors and their behaviors on your site. Each month, we study the search words and websites that brought visitors to your site, traffic patterns, bounce rates and other information, recommending site refinements and marketing initiatives to increase your website returns. Our Organic Optimization activities will be customized due to the specific needs of your company, including the following organic activities:

- Google Analytics Installation/Continued Optimization: Our team will properly install and test Google Analytics on your new website if necessary. We will also be the administrators on this account – we will assist in setting up additional profiles and new users.
- Website Reporting: We will provide monthly reports that detail your website traffic, engagement statistics, search engine rankings and more.
- Annual SEO Account Plan: At the beginning of your new contract, your SEM analyst will send you a document, which lays out the specific SEO activities that will be done on your site throughout the year. This document can change or be added to at any time, based on your needs or emergencies that arise.
- Constant Monitoring: Our Search Engine Marketing Specialists are vigilant in completing checks of your website, ranking analysis, Google Analytics and Webmaster Tools accounts to find and correct any crawl errors that occur on an ongoing basis. This is all behind-the-scenes maintenance that takes place that you never have to worry about – we've got you covered!
- Competitive Analysis: Our team reviews competitor websites for targeted keyword phrases and analyzes a number of factors; including domain age, backlinks, and on-page optimization, for your website and competitor websites. Based on this information we establish recommendations in areas where the client website is not the top ranked domain for specific terms and deliver a comprehensive report that outlines actionable items to increase rankings for targeted keywords.
- Keyword Research and Analysis: We will develop a comprehensive keyword list specific to your company based on a thorough analysis of your current website and our proprietary keyword database. We will utilize this list to monitor your monthly rankings. We will provide a monthly report based on 25 of your main keywords.
- Audit and Correct Technical Barriers: At the beginning of any new engagement, our SEO team will do a thorough analysis of your website and identify any technical barriers the search engines may encounter (i.e. header tags, duplicate content issues, html sitemap). This information is provided in the Barrier Analysis Report and will act as a guideline for organic activity for the first 4-6 months of your campaign.

- **Meta Tag Creation and Implementation:** We will customize the meta titles and meta descriptions on your website to ensure that the search engines are properly indexing pages on your website, which may increase search rankings and ensure that visitors are finding the information that they are looking for.
- **On-Page Optimization:** Our team of experts will analyze the top landing pages, content pages and campaign landing pages on your website and make recommendations for updating content, new content, html tags, along with updates to meta tags. Proper linking strategies will also be recommended to help pass PageRank to interior pages on your website.
- **Redirects and Friendly URLs:** The SEO team will make recommendations for friendly URLs that make pages more accessible to both search engines as well as to visitors. Our developers can set up these redirects properly, as well as ensure that any existing redirects on the website have been set up correctly. Our team can also set up redirects for any alternate domains that you may own.
- **Tracking for Marketing Initiatives:** Our SEO Analysts will set up campaign URLs so that your marketing campaign can be properly tracked and reported on. We will also review any campaign landing pages to ensure that they are properly optimized for the best performance.
- **Link Building Strategy:** One of the most effective ways to optimize your DMO site's performance is by ensuring that other sites link to it. Search engine algorithm updates, like Google Panda, support organic link building over link collection. Using the latest in link building techniques, your SEM Analyst will work with you to develop a custom strategy that builds relevant links to your site.
- **Annual Summary:** The annual summary details a 12-month overview of website traffic statistics to review search engine optimization results, traffic sources and website engagements. This summary will showcase SEO performance, including goals and conversions for the previous year's activities.

#### Administrative Access

Client agrees to provide Simpleview with administrative access if Simpleview does not currently manage their website. Organic SEO activities cannot commence until simpleview has full FTP access to website and CMS (if applicable). If client has an existing Google Analytics account, simpleview will need to be added to that account as an administrator.

#### Service Fees

This Statement of Work ("SOW") sets for the fees associated with the services to be provided by Simpleview to the Client.

The fee for Search Engine Optimization for the 12-month period is \$24,000, and will continue for the contract term with a payment plan as follows:

Organic SEO and Reporting (\$2,000/month for a 25 month term)	\$50,000
Total Organic Search Engine Optimization Budget	\$50,000

\*Additional development and design, including the cost of creative resources (banner creation, video production, Flash programming, etc), which are not designated in the scope of work will be billed at our normal billable rate of \$100 per hour plus 15% project management fee if necessary.

EXHIBIT B  
ADDITIONAL SERVICES

No Additional Services as of September 1, 2015

EXHIBIT C  
FEE SCHEDULE

- I. **\$13,500.00 USD** per year for Customer Relationship Management annual licensing, hosting, technical support and application upgrades for up to 15 users (\$13,500.00);
- i. Payment terms for Customer Relationship Management annual hosting, technical support and application upgrades are as follows;
    - 1. **\$1,125.00** invoiced on September 1, 2015 for the service period of September 1, 2015 through September 30, 2015; **13,500.00** invoiced on October 1, 2015 for the service period of October 1, 2015 through September 30, 2016; and **\$13,500.00** invoiced on October 1, 2016 for the service period of October 1, 2016 through September 30, 2017. Payment of invoices are due thirty (30) days after creation.
    - ii. As part of this agreement, Customer is allotted 208 support hours, which can be used at any time over the contract term, at which point the hours will expire. Any overages during the contract term will be billed at \$125/hour, or customer can purchase Additional Support Bundles at discounted rates and/or upgrade to the next CRM support level. As of July 1, 2013, our hourly fee for significant modifications to the CRM application is \$125 per hour. Client will be notified prior to work starting for significant modifications to the CRM application.
- II. **\$6,000.00 USD** per year for Destination Dashboards annual licensing, hosting, technical support and application upgrades (\$6,000.00);
- i. Payment terms for Customer Relationship Management annual hosting, technical support and application upgrades are as follows;
    - 1. **\$500.00** invoiced on September 1, 2015 for the service period of September 1, 2015 through September 30, 2015; **\$6,000.00** invoiced on October 1, 2015 for the service period of October 1, 2015 through September 30, 2016; and **\$6,000.00** invoiced on October 1, 2016 for the service period of October 1, 2016 through September 30, 2017. Payment of invoices are due thirty (30) days after creation.
- As part of this agreement, Customer is allotted 15 support hours each year. Any overages during the contract term will be billed at \$125/hour
- III. **\$37,900.00 USD** per year for CMS annual hosting, licensing and application upgrades (\$37,900.00);
- i. Payment terms for Content Management System annual licensing, hosting, technical support and application upgrades are as follows;
    - 1. **\$18,950.00** invoiced on April 1, 2016 for the service period of April 1, 2016 through September 30, 2016; and **\$37,900.00** invoiced on October 1, 2016 for the service period of October 1, 2016 through September 30, 2017. Invoices are due thirty days after creation.

IV. Search engine optimization fees are \$2,000.00 per month, with the initial invoice going out on September 1, 2015 for twenty five (25) consecutive months.



ORLANDO'S CLOSEST BEACHES

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**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
INTERNET SITE DESIGN, MANAGEMENT AND MAINTENANCE  
AGREEMENT**

**TITLE: SIMPLEVIEW  
TDC AGREEMENT # P-SIA-1441-293010-2013-08**

THIS AGREEMENT is made and entered into this 18<sup>th</sup> day of December, 2013, 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 Simpleview, 7458 N. La Cholla Blvd, Tucson, AZ 85741 (hereinafter called the "AGENCY").

**WITNESSETH:**

WHEREAS, pursuant to the Local Option Tourist Development Act, Brevard County has by Ordinance No. 102-116 through 102-123 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; and

WHEREAS, the COUNTY desires to employ the AGENCY to design, develop and maintain the TDC Internet site to promote Brevard County and the Space Coast as a family vacation, business, convention, sports destination and film location; and

WHEREAS, the AGENCY has a demonstrated expertise in the design, development and maintenance of destination travel Internet sites; 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 the mutual covenants contained herein, the parties agree as follows:

**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

**COCOA BEACH • MELBOURNE BEACHES • PALM BAY • TITUSVILLE**

1. AGENCY SCOPE OF SERVICES. The AGENCY shall act as the COUNTY's internet development and management representative and perform all standard services and responsibilities directed to promote tourism in the country, as described in the "Scope of Services," attached as Exhibit "A" and incorporated into this Agreement.

2. AGENCY COMPENSATION

a. Fee Schedule. The COUNTY agrees to pay the AGENCY for services to cover project management, on-going site maintenance and search engine optimization. The initial or additional programming and design fees if needed, shall be negotiated by the parties and authorized by the Executive Director within the limits of the Executive Director's approved purchasing authority. The Fee Schedule is attached as Exhibit "B" and incorporated into this agreement.

1) The COUNTY agrees to pay the AGENCY a monthly maintenance service fee of \$500 per month beginning the month the web site goes live, and pro-rated if a partial month, projected to begin March 2014, and continue through FY 2015-16. Monthly service fees for subsequent years shall be negotiated by the parties and approved by the TDC.

2) It is understood and agreed by the parties that AGENCY fees for additional services, options or features requested by the COUNTY in writing which are not included in Exhibit "A" Scope of Services or in Exhibit "B" Fee Schedule, shall be subject to negotiations between the COUNTY and the AGENCY.

3. SUBCONTRACTING. The AGENCY shall maintain an adequate and competent professional staff and may associate with necessary specialist for the purpose of its services hereunder without additional cost to the COUNTY. Should the AGENCY desire to utilize specialist, the AGENCY is fully responsible for satisfactory completion of all subcontracted work.

4. 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.

5. PRIOR APPROVAL OF EXECUTIVE DIRECTOR.

Web Site Development. The AGENCY shall develop and program the web site for the COUNTY after first submitting design concepts to the TDC Executive Director for approval.

The AGENCY shall not provide any services for the COUNTY's account, or make financial expenditures, direct or indirect, 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 "cost estimate authorization" containing full descriptions of the proposed project or advertisement estimates of the costs of the obligations or services involved.

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, detailed website analytics as described in Exhibit "A". 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 TDC Executive Director or designee.

7. CANCELLATION OF WORK IN PROGRESS. The Agency shall cancel or modify, in accordance with the TDO Executive Director's written instructions, work in progress. When directed to cease work, the AGENCY shall immediately terminate all third party commitments in connection with such work where the AGENCY has such right of termination. The AGENCY shall enter into non-terminable commitments.

8. BILLING AND PAYMENT.

a. Method of Payment

1) The AGENCY shall be entitled to receive a monthly maintenance fee upon receipt by the COUNTY of an invoice detailing the services rendered by the AGENCY and certification by the TDC 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 documentation describing the services performed. No payments shall be made without itemized invoices, receipts and other County Finance required documentation 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".

9. PROPERTY RIGHTS

a. Property Rights of COUNTY. COUNTY Content shall remain the sole and exclusive property of AGENCY, including, without limitation, all copyrights, domain names, designs, trademarks, patents, trade secrets, and any other proprietary rights, and subject to section 8.a. of this Agreement, all other elements of the Site. Nothing in this Agreement shall be construed to grant AGENCY any ownership right in the COUNTY Content.

b. Property Rights of AGENCY. Subject to COUNTY'S ownership interest in COUNTY Content, all materials, including but not limited, to any computer software (in object code and source code form), script, programming code, data, information or HTML (or XML) script developed or provided by AGENCY or its suppliers under this Agreement (with the exception of original elements of audiovisual displays created hereunder specifically for COUNTY, which shall be deemed to be part of COUNTY Content), and any trade secrets, know-how, methodologies and processes related to AGENCY'S products or services, shall remain the sole and exclusive property of AGENCY or its suppliers, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "AGENCY Materials"). Subject to section 5.2 of this Agreement, to the extent, if any, that ownership of the AGENCY Materials does not automatically vest in AGENCY by virtue of this Agreement or otherwise, COUNTY hereby transfers and assigns to AGENCY all rights, title and interest which COUNTY may have in and to the AGENCY Materials. COUNTY acknowledges and agrees that AGENCY is in the business of designing and hosting Web sites, and that AGENCY shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any AGENCY Materials in providing such services.

c. 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.

d. 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.

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.

## 10. LICENSE

### a. Grant of License - COUNTY

COUNTY hereby grants to AGENCY a non-exclusive, worldwide, revocable royalty free license for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use COUNTY Content as necessary to render the Services to COUNTY under this Agreement.

### b. Grant of License - AGENCY

AGENCY hereby grants to COUNTY a non-exclusive nontransferable worldwide irrevocable royalty free license to make use of AGENCY Materials that are incorporated in the Site and that

are required for the operation of the Site. COUNTY cannot use the AGENCY Materials for any other purpose, including selling, copying or transferring any portions to third parties, or providing Web site development or hosting services for others. AGENCY hereby reserves for itself all rights in and to the AGENCY Materials not expressly granted to COUNTY in the immediately foregoing sentence.

11. 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.

12. 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.

13. DURATION/RENEWAL/ASSIGNMENT:

a) Terms. This Agreement shall become effective as of ~~August 23, 2013~~ <sup>December 18, 2013</sup> and shall continue in force for a period through September 30, 2014, unless sooner terminated as provided herein.

b) Renewal and Extensions. The County shall have the option to renew this Agreement for one two-year term and one one-year term. No provision for automatic renewal of this Agreement shall be effective. Any renewal shall be in writing and approved by the Chairman of the Brevard County 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.

14. TERMINATION.

a) Termination for Convenience. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) 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 provides 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 consent of the COUNTY, for services or expenses approved prior to the effective date of termination.

15. 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 13.b., unless executed with the same formality as this document.

16. 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.

17. 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.

18. 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.

19. NOTICES. All notices 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:**

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

**FOR AGENCY:**

Rich Reasons  
(Authorized Representative)  
Simpleview  
7458 La Cholla Blvd,  
Tucson, AZ 85741

20. AVAILABILITY OF REVENUES. The COUNTY, in conjunction with the Florida Department of Revenue, projects revenues for each fiscal year beginning October 1. The AGENCY and COUNTY mutually agree that payment during each fiscal year beginning October 1, is subject to actual revenues being approximately equal to projected revenues. In the event this Agreement extends beyond the COUNTY's current fiscal year that begins on October 1 of each year and ends on September 30 of each succeeding year, the AGENCY and COUNTY mutually agree that performance and payment during subsequent fiscal periods is contingent upon the continued availability of legislatively approved tax revenues. The COUNTY shall be the final determiner of the availability of such revenues.

21. AVAILABILITY OF RECORDS.

a. 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.

b. 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.

22. 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.

23. AGENCY CERTIFICATION OF CONDUIT. The AGENCY certifies by his/her signature hereinafter 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.

24. 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.

25. 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.

26. PUBLIC ENTITY CRIMES. The AGENCY hereby agrees to comply with the requirements of Section 287.132 (3) (d), Florida Statutes, by fully executing the "Public Entity Crime Affidavit" which is attached hereto as Exhibit "C, and incorporated herein by this reference.

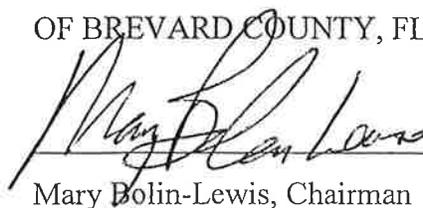
27. ATTORNEY'S FEES. In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the 18th day of December, 2013.

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA



STATE OF FLORIDA  
COUNTY OF BREVARD  
This is to certify that the foregoing  
is a true and current copy of  
Agreement witness my hand  
and official seal this 5 day of  
February 2014  
SCOTT ELLIS, Clerk of Circuit Court  
BY Am. Lantz D.C.



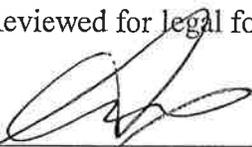
Mary Dolin-Lewis, Chairman

As approved by the Board on: December 17, 2013

SIMPLEVIEW

By:   
Rich Reasons, President

Reviewed for legal form and content:

  
\_\_\_\_\_  
County Attorney

1/17/2014  
Date

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

In connection with its engagement as provided herein and for the fees provided for in Exhibit B, hereto, AGENCY will provide the COUNTY the following services including but not limited to:

1. Develop, in consultation with COUNTY, a clear set of objectives to be achieved by the site and establish a methodology to measure and report the success in meeting those objectives monthly and annually during the Term.
2. Provide updates for the content of the current site in a regular and timely manner, including routine updates, urgent updates (to correct erroneous information as quickly as reasonably possible), current emergency events updates (e.g., emergency weather conditions to be included on a timely, as-needed basis); and updates of listings and other site content. AGENCY provides a comprehensive database of tourism business, will provide a reverse supply of data for any TDC project at no cost, and will create a data maintenance system that allows the TDC and/or individual business keep listings current.
3. Upon written request from the COUNTY, re-develop the architecture, visual design and programming of the site.
4. Provide top tier online site hosting services which services shall utilize hardware providing drive redundancy, reliable networking and connectivity, and emergency planning.
5. Provide monthly reports to COUNTY online including, but not limited to, website development and update activity, website analytics, email and marketing tracking (ROI), and search engine optimization tracking, and other reasonably attainable analytics as requested by the COUNTY.
6. Provide for email consumer inquiries and establish automatic routing to appropriate staff to be designated by COUNTY; and provide for email technical inquiries to be routed to AGENCY staff and respond to same.
7. Initiate submissions of COUNTY's site with relevant keywords to search engines.
8. Advise and consult with COUNTY with respect to online marketing strategies to increase site traffic and exposure.

9. Provide management and coordination of all the foregoing elements.

10. Attend all scheduled Marketing Committee meeting and all TDC meetings, or as specified by the Executive Director, to review work on the site to date, plan exhibit of future work to the site, and adjust the scope of any projects based on needs.

**EXHIBIT "B"**

EXHIBIT A

## Space Coast Office of Tourism Plan

December 3, 2013

### Situation Analysis

Simpleview understands the Space Coast Office of Tourism is interested in expediting the redesign of their destination website with a desired launch date in March of 2014. Simpleview can meet that deadline if we build the new website on our platform AND if we repurpose the current design with some minor graphical, layout and navigation modifications. A redesign and "reskin" of the website can be tabled for future consideration. It is also important to note that we have successfully executed similar projects for similar reasons recently.

### Revised Scope of Work

Based on recent conversations with Senior Staff and the TDC Chair and Marketing Chair member on December 2, 2013, I have prepared a revised scope of work reflecting a few minor changes (see attached). We eliminated the estore module and have added a full featured multi-device mobile site with geo-location capabilities. This increase in scope for mobile is well justified given the fact that many of our destination partners are seeing as much as 35% of their overall traffic originating from mobile devices. Finally, a small increase in dedicated hosting is reflected in this revised proposal. The remainder of the 2012 proposal and pricing will be honored as originally bid.

### Additional Consideration

With the understanding that the Space Coast is also planning to implement simpleview CRM, I would strongly recommend tackling both projects simultaneously. Here is a just the facts summary behind the value in implementing CRM in concert with a Website development project-

- Simpleview CRM (Customer Relationship Management) and Simpleview CMS (Content Management System) share the same backend and are intricately tied to each other.
- The vast majority of our customers run both platforms due to the inherent value of these fully integrated platforms;
  - o All Web forms, RPP submissions, newsletter signups, contest entries and/ or any form of data capture opportunities are meticulously tracked and reported upon.
  - o All stakeholder engagement metrics like listing views, partner referrals, special offer downloads, add to itinerary, RFPs received/ won/ lost/ pending, etc. are also meticulously tracked and reported upon.
  - o From a training and adoption perspective, staff can be easily and efficiently trained and cross-trained on both platforms as necessary so the organization can effectively migrate and master new business practices in one well-coordinated step.
  - o A reduction in cost is realized when both platforms are implemented simultaneously - \$1188/ year PLUS I reduced your CRM implementation fee by an additional \$12,000
  - o Finally, the implementation process for both projects can be more efficiently managed when the CRM team and the CMS/ Web development teams are working side by side.

EXHIBIT A

**Timeline**

We can delivery your project(s) on budget and on time (March 2014)! However, in order to meet a March 2014 delivery date, simpleview will need to assign the project(s) by or before December 11, 2014. I know that is an extremely tight turn time but I want to be certain we get your project in the queue ahead of other year-end business and I want our team working between now and January 1.

**Budget/ Terms**

As previously discussed, I have prepared a PLAN A (website build only) and a PLAN A+ (website build plus CRM). I have made a few pricing concessions for PLAN A+ (a \$12,000 implementation reduction from \$31,000 to \$19,000) because this is the most efficient and beneficial approach when facing a website redesign and eventual CRM implementation.

In summary, here is how the 2 plans compare:

**PLAN A**      ~~WEBSITE ONLY/ \$121,726~~  
3 equal payments of \$40,575  
~~PLUS \$8,988 due prior to launch (website & mobile hosting)~~  
~~GRAND TOTAL YEAR 1 \$130,714~~

**PLAN A+**      WEBSITE + SIMPLEVIEW CRM/ \$139,538 \*  
3 equal payments of \$46,513  
PLUS \$8,988 due prior to launch (website & mobile hosting)  
PLUS \$13,500 due prior to launch (Year 1 CRM licensing & support)  
GRAND TOTAL YEAR 1 \$162,026 \*

\* Totals reflect a \$12,000 goodwill price CRM implementation price reduction.

EXHIBIT B

OPTION A+ With Simpleview CRM Lite
<b>Website Development Core Management</b>
Re-implement and refine existing design and port over existing content
Navigation & Content Management (CMS)
Content Collection, Page Creation & Data Migration
Homepage Slideshow & Interior Header Management
Landing Pages & Metatag Management
Website Form Integration with CRM Consumer Group
Advanced Site Search
Partner Listings (integration with simpleview CRM)
Calendar of Events
Site Transition (SEO) Program
<b>Marketing Tools</b>
Microsite Builder Module
Multimedia Gallery (Videos, Photos & Postcards)
Related Content Tagging
RSS Feeds
Special Offers/Coupons
Themed / Advanced Trip Builder
<b>Mobile Integration</b>
Booking Engine Integration
Facebook "Like" button for Listings
Facebook "Like" button for site pages
Google Maps Integration
Instant Help (Live Chat Integration)
Social Media Integration Lite
<b>Mobile</b>
MultiDevice Site PLUS Mobile GEO
<b>Hosting</b>
Dedicated Hosting
smartMobile Hosting and Code/Design Updates
<b>Simpleview CRM Lite</b>
simpleview CRM Annual Support, Hosting & System Updates and Upgrades
300 Support Hours over a Three Year Term
Onsite Training for 2 days
Consumer
Member/Partner
Group Tour and Travel
Partner Services and Referrals
Industry Partner Management

EXHIBIT B

Meeting Sales
Dues and Invoicing
Site Inspections and FAMS
DMO Events
Media/PR
Form Builder
Inventory
Marketing and Advertising
Member/Partner Extranet – Partner Login
Film
Sports
[REDACTED]



## WEB SITE CONSULTING AND LICENSING AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the 7th day of August 2014 (the "Effective Date"), by and between Simpleview, LLC with offices at 7458 N. La Cholla Blvd., Suite 100, Tucson, Arizona, 85741 ("Simpleview") and Florida's Space Coast Office of Tourism, located at 430 Brevard Avenue, Suite 150, Cocoa Village, FL 32922 ("Client").

### RECITALS

- A. WHEREAS, Simpleview offers certain consulting, development and hosting services and web-based applications for use on the World Wide Web, including the proprietary customer relationship management application ("CRM") and a state-of-the-art website content management system demonstrated to Client ("CMS");
- B. WHEREAS, Client desires that Simpleview develop and host the Client website (the "Site"), create and implement designs for the Site, and provide certain other services and applications useful in the design, programming, and maintenance of the Site;
- C. WHEREAS, Client desires to engage Simpleview, and Simpleview desires to be engaged by Client, to provide Internet services and products on the terms and subject to the conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises set forth herein, Simpleview and Client (collectively, the "Parties") hereby agree as follows:

#### 1. Simpleview Services

Simpleview agrees to provide Client with services for development and hosting of the Site on the World Wide Web as set forth or described in Exhibit A hereto (the "Web Site Services") and to provide Client with additional services, if any, set forth or described in Exhibit B hereto (the "Additional Services"), which exhibits may be amended from time to time by mutual agreement of the Parties. Obligations of Simpleview, if any, to provide ongoing maintenance tasks for the Web Site shall be set forth and included as part of Additional Services on Exhibit B hereto ("Maintenance") (the Web Site Services and the Additional Services are hereinafter referred to collectively as the "Services"). Client agrees that Simpleview is responsible only for providing the Services specifically set forth in Exhibit A and Exhibit B hereto.

#### 2. Web Site Development and Hosting

##### 2.1 Delivery of Client Content

"Client Content" shall mean any materials provided by Client for incorporation into the Site, including, but not limited to, any images, photographs, illustrations, graphics, audio clips, video clips or text. Client shall deliver the Client Content to Simpleview in an electronic file format specified and accessible by Simpleview (e.g., .txt, .gif) or as otherwise specified in Exhibit A. Any services required to convert or input Client Content not set forth in Exhibit A as Web Site Services shall be charged as Additional Services. Client shall promptly deliver all Client Content to Simpleview as required by Simpleview.

##### 2.2 Work Orders

If Client wishes to implement upgrades or revisions to the Site that differ materially from the Services in Exhibits A and B, Client shall submit to Simpleview a written change order containing (i) such revisions in detail and (ii) a request for a price quote for such change (collectively, the "Change Order"). Simpleview shall promptly evaluate the Change

Order and submit to Client for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all associated fees associated with Client's Change Order. Client shall have ten (10) business days from receipt of such proposal to accept or reject Simpleview's proposal in writing. If Client accepts Simpleview's proposal to undertake the work necessitated by the Change Order, then the Change Order, as supplemented and/or modified by Simpleview's proposal, shall amend and become a part of Exhibit A and Exhibit C hereto (Fee Schedule). Routine updates and "fixes" shall be performed according to the Fee Schedule in Exhibit C.

### 2.3 Hosting

2.3.1 System Availability. Simpleview warrants at least 99.9% System Availability during each calendar month. "System Availability" means the percentage of total time during which the Site is fully accessible, excluding Scheduled Maintenance and Emergency Maintenance and any loss or interruption due to causes beyond the control of Simpleview. "Emergency Maintenance" means downtime of the Site due to the application of urgent patches or fixes, or other urgent maintenance, recommended by Simpleview vendors to be applied as soon as possible, that is performed outside of Scheduled Downtime hours. "Scheduled Maintenance" means downtime of the Site during preset, scheduled maintenance windows. Scheduled Maintenance typically is performed during off-peak hours which are defined as between 6 P.M. and 3 A.M. MST Standard Time. Simpleview will provide Client with notice of any scheduled maintenance at a minimum of 24 hours prior to the scheduled outage. Times for Scheduled Maintenance may be changed with reasonable prior written notice to Client (which may be via email).

Should Simpleview fail to achieve 99.9% System Availability in any calendar months, Client shall receive a prorated credit towards future hosting services

Should Simpleview fail to achieve 99.9 % System Availability in each of two consecutive calendar months, Client shall have the right to terminate this Agreement for cause (and without having to give Simpleview any cure period), in which case Simpleview will refund to Client any prepaid fees for the remainder of the Term after the date of termination. Claims under this service level warranty must be made in good faith and by submitting a support case within 20 business days after the end of the relevant period.

Client is not required to host the Web Site and associated CMS applications with Simpleview. If Client selects an alternative vendor to host the site, Simpleview server requirements include MS SQL Server 2008 or higher, ColdFusion 9 or higher, Remote Access via SQL Enterprise Manager and FTP.

Client is not permitted to select another vendor to host the Customer Relationship Management ("CRM") application.

2.3.2 Updates to the Site. Simpleview shall provide Client with a system and the necessary software to allow Client to transmit revisions, updates, deletions, enhancements or modifications (the "Updates") to the Site.

2.3.3 Disaster Recovery. Simpleview shall maintain a disaster recovery plan (a "DRP") for all technology required to provide the Services, together with the capacity to execute the DRP. Upon request by Client, Supplier shall provide Company with an executive summary of Supplier's then-current version of the DRP. Supplier shall perform disaster

recovery tests at least annually. Supplier shall provide Company a written description of all DRP test results in sufficient detail to allow Company to assess the success of each test.

2.3.4 **Security.** Simpleview shall provide all reasonable physical, anti-virus and password related security for the Simpleview system and/or services, and will make all reasonable security procedures available to protect Client Data from unauthorized access. Simpleview shall have and adhere to commercially reasonable written information security guidelines for maintaining security controls which guidelines include without limitation, physical, administrative and technological controls

2.3.5 **Backup Procedures.** Data will be backed up on at least a daily basis. In the event that a data restore is required as a result of equipment failure, Simpleview will bear the costs of such restore. Simpleview shall provide Client a quarterly back-up of data either by CD-rom or by FTP access. Client may request a back-up of data at any time.

### 3. Service Fees

Client shall pay the fees set forth in the Fee Schedule in Exhibit C hereto. Simpleview expressly reserves the right to change the rates charged hereunder for the Services during any Renewal Term. Client shall pay, or promptly reimburse Simpleview for, any out-of-pocket expenses, including, without limitation, travel and travel-related expenses, incurred by Simpleview in connection with the performance of the Services, provided however, that the travel and related expenses shall be approved in advance by an officer of Client's company. Client shall pay to Simpleview all fees within thirty (30) days of the date of the applicable Simpleview invoice. Implementation of certain applications may require two or three days of onsite training.

### 4. Proprietary Rights

#### 4.1 Proprietary Rights of Client

Client Content, Work Product, Client Data and User Information shall remain the sole and exclusive property of Client subject to section 4.2 of this Agreement. Nothing in this Agreement shall be construed to grant Simpleview any ownership right in the Client Content, Work Product, Client Data or User Information. Subject to section 5.1 of this Agreement, to the extent, if any, that ownership of Client Content, Work Product, Client Data and User Information does not automatically vest in Client by virtue of this Agreement or otherwise, Simpleview hereby transfers and assigns to Client all rights, title and interest which Simpleview may have in and to Client Content, Work Product, Client Data and User Information.

"Client Content" includes, without limitation, all copyrights, domain names, designs, images, text, trademarks, patents, trade secrets, and any other proprietary rights.

"Work Product" means all elements of the Site and documentation prepared specifically for Client by Simpleview in accordance with the terms of this Agreement including but not limited to HTML files, XML files, graphics files, animation files, data files, scripts and programs, in object code, source code or other programming code.

"Client Data" means all data and information about Client's businesses, customers (current, former or prospective), employees, operations, facilities, products, markets, assets or finances that Simpleview obtains, creates, generates, collects or processes in connection with this Agreement, and all intellectual property rights in that data and information.

"User Information" means all information about users, and Client members and personnel and Internet browsers (whether or not users), that Client provides to Simpleview hereunder, or that Simpleview otherwise collects, compiles,

creates or stores in connection with this Agreement and, including without limitation (i) name, address, email address, password information, account numbers, financial information, demographic data, marketing data, credit data, any other identification data; (ii) any other user data submitted in the course of the access or use of Simpleview Products; and (iii) any information about an identifiable individual that constitutes "personal information" under applicable law.

On Client's written request or upon termination of this Agreement for any reason, Simpleview will promptly provide Client or their vendor(s) backups of Client Content, Work Product, Client Data and User Information such that Client and/or their vendor(s) can use the backups to migrate to different CRM or CMS platforms.

#### 4.2 Proprietary Rights of Simpleview

Subject to Client's ownership interest in Client Content, Work Product, Client Data and User Information, all materials related to CRM or CMS, programming code and materials previously developed by Simpleview, and any trade secrets, know-how, methodologies and processes related to Simpleview's products and services, shall remain the sole and exclusive property of Simpleview or its suppliers, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "Simpleview Materials"). Subject to section 5.2 of this Agreement, to the extent, if any, that ownership of the Simpleview Materials does not automatically vest in Simpleview by virtue of this Agreement or otherwise, Client hereby transfers and assigns to Simpleview all rights, title and interest which Client may have in and to the Simpleview Materials. Client acknowledges and agrees that Simpleview is in the business of designing and hosting Web sites, that they offer a licensed CRM and CMS product, and that Simpleview shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any Simpleview Materials in providing such services.

#### 4.3 Simpleview Notices

Unless otherwise agreed to in writing by the Parties, Simpleview shall have the right to place proprietary notices of Simpleview and its suppliers (including hypertext links related thereto) on the Simpleview Materials and on the Site, including developer attribution and hypertext links to Simpleview's web site, and to change or update such notices from time to time upon notice to Client. In no event may client remove or alter any Simpleview proprietary notice from the Simpleview Materials or the Site without Simpleview's prior written consent. Simpleview may use the name of and identify Client as a Simpleview client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

### 5. License

#### 5.1 Grant of License - Client

Client hereby grants to Simpleview a non-exclusive, worldwide, royalty free license for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content and Work Product as necessary to render the Services to Client under this Agreement. Simpleview shall not, without first obtaining permission from Client, edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Data and User Information except as necessary to render the Services to Client under this Agreement.

#### 5.2 Grant of License - Simpleview

Simpleview hereby grants to Client a non-exclusive nontransferable worldwide irrevocable royalty free license to make use of Simpleview Materials that are incorporated in the Site and that are required for the operation of the Site.

Client cannot use the Simpleview Materials for any other purpose, including selling, copying or transferring any portions to third parties, or providing Web site development or hosting services for others. Simpleview hereby reserves for itself all rights in and to the Simpleview Materials not expressly granted to Client in the immediately foregoing sentence.

## 6. Warranties

### 6.1 Simpleview Warranties

Simpleview warrants: (i) that Simpleview has the right and authority to enter into and perform its obligations under this Agreement; (ii) that Simpleview shall perform the Services in a professional and workmanlike manner; (iii) that nothing in the Simpleview Material infringes or violates any right of any third party; and (iv) that Simpleview will take reasonable measures to protect the Site from viruses, trojans, worms, or other malicious code and will take at least those measures that it takes to protect its own computer systems, but in no case less than reasonable care.

### 6.2 Client Warranties

Client warrants that: (a) it has all authorization(s) necessary for hypertext links to third party Web Site; and (b) that the materials provided to Simpleview, including, without limitation, Client Content, descriptive claims, warranties, guarantees, nature of business, are true and accurate; and (c) that the Client Content does not infringe or violate any right of any third party. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the Customer Relationship Management application.

## 7. Indemnification

### 7.1 Indemnification by Client

Client agrees to indemnify, defend, and hold harmless Simpleview, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Client's representations, warranties, or agreements hereunder; (ii) arises out of the gross negligence or willful misconduct of Client; or (iii) any of the Client Content to be provided by Client hereunder infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

### 7.2 Indemnification by Simpleview

Simpleview agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Simpleview's representations, warranties, or agreements hereunder; or (ii) arises out of the gross negligence or willful misconduct of Simpleview; or (iii) any of the Simpleview Materials to be provided by Simpleview hereunder infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

## 8. Warranty Disclaimer and Limitation of Liability

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6, Simpleview MAKES NO WARRANTIES HEREUNDER, AND Simpleview EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE TOTAL LIABILITY OF Simpleview HEREUNDER FOR ANY SERVICES NOT PROPERLY PERFORMED (INCLUDING ANY LIABILITY FOR NEGLIGENCE) SHALL BE LIMITED, AT THE SOLE DISCRETION OF Simpleview, TO (a)

PERFORMING THOSE SERVICES CORRECTLY, OR (b) IF SUCH PERFORMANCE IS IMPOSSIBLE, TO THE AMOUNTS PAID TO Simpleview FOR THE SERVICES THAT WERE IMPROPERLY PERFORMED. IN NO EVENT SHALL Simpleview BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, EVEN IF Simpleview HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF Simpleview TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO Simpleview BY CLIENT UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, EXCEPT FOR LIABILITIES RELATED TO INFRINGEMENT ON THIRD PARTY RIGHTS DUE TO NEGLIGENCE ON THE PART OF Simpleview, IN WHICH CASE NO LIMITATION ON LIABILITY SHALL EXIST.

#### 9. Term and Termination

This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for three (3) years, unless earlier terminated as otherwise provided in this Agreement (the "Initial Term"). At the end of the Initial Term this Agreement shall renew for additional terms of three (3) years unless Client provides sixty (60) days written notice of cancellation for each subsequent renewal term.

Either party may terminate this Agreement if the other party breaches any of its representations, warranties or material obligations under this Agreement, and such breach is not cured within thirty (30) days of receipt of written notice specifying the breach.

#### 10. Confidentiality

Each party agrees that during the course of this Agreement, information that is identified as confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by individuals of the receiving party without access to the Confidential Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

If either party or its respective directors, officers, employees, consultants or agents is requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. If

such a protective order is not obtained, the party required to make such disclosure shall disclose only that portion of that Confidential Information that such party's counsel advises is legally required to be disclosed.

#### 11. Limit on Statute of Limitations

Notwithstanding any other provision of this Agreement or of applicable law, neither party shall be permitted to bring a cause of action for breach, or otherwise arising out of this Agreement more than two years after the party seeking to bring the action discovered or should have discovered the facts forming the basis for the cause of action.

#### 12. Miscellaneous

##### 12.1 Entire Agreement

This Agreement and attached Exhibits constitute the entire agreement between Client and Simpleview with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

##### 12.2 Governing Law

This Agreement shall be construed in accordance with the laws of the State of Arizona.

##### 12.3 Independent Contractors

The Parties agree that Simpleview and its personnel, in performance of this Agreement, are acting as independent contractors and that this Agreement shall not create any agency between the Parties.

##### 12.4 Arbitration

Any claim, controversy or dispute among the parties to this Agreement will be resolved by binding arbitration, following the Rules and Procedures of the American Arbitration Association, by a mutually acceptable arbitration organization in Tucson, AZ. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. The prevailing party shall be awarded all its costs, including but not limited to any filing fees, the fees of the arbitrator, reasonable attorneys' fees, travel expenses, and/or any other costs incurred relating to the dispute.

##### 12.5 Force Majeure

Neither party shall be liable for delays or failure in performance thereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party.

##### 12.6 Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

##### 12.7 Severability

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

##### 12.8 Survival

All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations and payment obligations shall survive the termination or expiration of this Agreement.

##### 12.9 Taxes

award  
AGM  
R

In the event that a city, state, or federal government agency other levies taxes on the work specific to the project or projects outlined in this agreement, Client will bear the responsibility of paying the taxes either directly, or indirectly through invoices marked up for tax inclusion.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective duly authorized officers on the date written below.

*Authorized Signature*

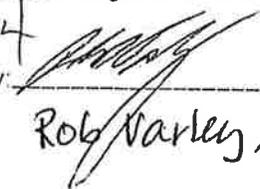
Simpleview, LLC  
7458 N La Cholla Blvd., Suite 100  
Tucson, AZ 85741

By: 

Date: Aug 20, 2014

*Authorized Signature*

Florida's Space Coast Office of Tourism  
430 Brevard Avenue, Suite 150  
Cocoa Village, FL 32922

By: 

Rob Varley, Exec. Director

EXHIBIT A  
WEBSITE SERVICES

	Set-up/Migration Fees	Annual Licensing Fee
<b>Usability, Strategy &amp; Design</b>		
Responsive Sitemap Consultation & Content Roadmap	\$4,000	
Onsite Creative Brief	\$7,000	
Responsive Design Creation and Functional Comps	\$13,000	
Design Implementation	\$10,000	
<b>Website Development Core Engagement</b>		
Navigation & Content Management (CMS)		\$10,000
Homepage Slideshow & Interior Header Management		Included
Landing Pages & Metatag Management		Included
Articles Module		Included
RSS Feeds		Included
Print/Email Pages		Included
Microsite Builder		Included
Advanced Site Search		Included
Hosting (savings of \$8,988/yr)		Included
Advanced Admin Access (CSS, Template & Javascript Code Overwrite Capabilities)		Included
Website Form Integration with CRM Consumer Group		\$1,700
Partner Listings (Integration with Simpleview CRM)		\$2,300
Calendar of Events		\$2,000
Responsive GEO Triggers (Listings, Coupons, Events)		\$1,000
Content Collection, Page Creation & Data Migration	\$2,000	
Site Transition (SEO) Program	\$2,500	
<b>CMS Modules</b>		
Highlights Module		\$1,200
Multimedia Gallery		\$2,200
Related Content Tagging		\$900
Special Offers/Coupons		\$1,000
Trip Builder		\$2,500
<b>CMS Integrations</b>		
Booking Engine		\$900
Facebook "Like" Button for Listings		\$500
Facebook "Like" Button for Site Pages		\$500
Google Maps		\$2,500
Instant Help (Live Chat)		\$400
Social Media Integration Lite		\$2,000
<b>CRM Modules</b>		
Subtotal	\$38,500	\$31,600
Project Management Fee	\$5,775	
TOTAL COST:	\$44,275	\$31,600
Year 1 total:	\$75,875	
Discount (valid until 12/31/14):	(\$47,800)	
<b>Payment Summary:</b>		
Year 1 Design & Licensing Total:	\$28,075	
Annual Licensing, Year 2 and on:		\$31,600

EXHIBIT B  
ADDITIONAL SERVICES

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EXHIBIT ~~X~~ B  
FEE SCHEDULE

8/2014

- I. \$44,275.00 USD for CMS Core Modules Set-up Fees;
  - i. Payment terms for the above are as follows; \$44,275.00 of the \$47,800.00 credit from the previous contract will be applied, leaving no balance due. Work begins upon signing of Agreement.
  - ii. As of July 1, 2013, our hourly fee for routine fixes and maintenance of the Web Site is \$125 per hour. Upon launch of the live site, the client will have thirty (30) days to review the site and provide a written change list to Simpleview for minor modifications within the scope of the original proposal. Any modifications requested after the 30 day period will be billed as part of the simpleSupport Plan that is separately contracted.
  - iii. Travel expenses related to the onsite creative brief are the responsibility of Client.
- II. \$31,600.00 USD per year for CMS annual hosting, licensing and application upgrades;
  - i. Payment terms for CMS annual hosting, licensing and application upgrades are as follows; \$31,600.00 due upon approval of design; and \$31,600.00 due on every subsequent anniversary date of design approval during the term of this Agreement.
  - ii. \$3,525.00 of the \$47,800.00 credit from the previous contract will be applied to year 1 licensing fees, leaving a balance due of \$28,075.00.



# Florida's Space Coast Office of Tourism

Organic Search Engine Marketing  
Statement of Work



Project:  
Organic SEO and Reporting

Date:  
April 28<sup>th</sup>, 2015

## SEO Overview

There's more to a great DMO site than what you see on the surface. Simpleview can help you optimize and understand your site's performance at a deeper level. The best site in the world has little value if nobody finds it. Our Organic SEO services deliver long-term improvements in site traffic, enhancing your site value and building ROI for your website investment.

## Project Launch

At the beginning of a new SEO engagement, simpleview gathers all members of the search engine marketing team, developers and account managers to review the project scope, goals and objectives in an Internal Strategy Session. Once this has taken place, the simpleview account manager will schedule a Kick-Off Meeting with the client to introduce the team, review marketing strategies and Key Performance Indicators that will be set up and tracked in Google Analytics. Once this meeting has taken place, a full site review will commence and a Technical Barrier Analysis Report will be delivered to the client documenting the technical barriers on the website, which will provide a guideline for early optimization activities.

## Organic Activities

Website marketing is an ongoing process that only begins when your site is launched. From that point on, our job is to continually refine and evolve your site, building on strengths and correcting weaknesses to constantly improve your traffic quality and volume, increase bookings, build your databases and meet other goals.

Our website analytics services start with correctly installing Google Analytics throughout your site to provide detailed information on visitors and their behaviors on your site. Each month, we study the search words and websites that brought visitors to your site, traffic patterns, bounce rates and other information, recommending site refinements and marketing initiatives to increase your website returns. Our Organic Optimization activities will be customized due to the specific needs of your company, including the following organic activities:

- **Google Analytics Installation/Continued Optimization:** Our team will properly install and test Google Analytics on your new website if necessary. We will also be the administrators on this account – we will assist in setting up additional profiles and new users.
- **Website Reporting:** We will provide monthly reports that detail your website traffic, engagement statistics, search engine rankings and more.
- **Annual SEO Account Plan:** At the beginning of your new contract, your SEM analyst will send you a document, which lays out the specific SEO activities that will be done on your site throughout the year. This document can change or be added to at any time, based on your needs or emergencies that arise.
- **Constant Monitoring:** Our Search Engine Marketing Specialists are vigilant in completing checks of your website, ranking analysis, Google Analytics and Webmaster Tools accounts to find and correct any crawl errors that occur on an ongoing basis. This is all behind-the-scenes maintenance that takes place that you never have to worry about – we've got you covered!

- **Competitive Analysis:** Our team reviews competitor websites for targeted keyword phrases and analyzes a number of factors; including domain age, backlinks, and on-page optimization, for your website and competitor websites. Based on this information we establish recommendations in areas where the client website is not the top ranked domain for specific terms and deliver a comprehensive report that outlines actionable items to increase rankings for targeted keywords.
- **Keyword Research and Analysis:** We will develop a comprehensive keyword list specific to your company based on a thorough analysis of your current website and our proprietary keyword database. We will utilize this list to monitor your monthly rankings. We will provide a monthly report based on 25 of your main keywords.
- **Audit and Correct Technical Barriers:** At the beginning of any new engagement, our SEO team will do a thorough analysis of your website and identify any technical barriers the search engines may encounter (i.e. header tags, duplicate content issues, html sitemap). This information is provided in the Barrier Analysis Report and will act as a guideline for organic activity for the first 4-6 months of your campaign.
- **Meta Tag Creation and Implementation:** We will customize the meta titles and meta descriptions on your website to ensure that the search engines are properly indexing pages on your website, which may increase search rankings and ensure that visitors are finding the information that they are looking for.
- **On-Page Optimization:** Our team of experts will analyze the top landing pages, content pages and campaign landing pages on your website and make recommendations for updating content, new content, html tags, along with updates to meta tags. Proper linking strategies will also be recommended to help pass PageRank to interior pages on your website.
- **Redirects and Friendly URLs:** The SEO team will make recommendations for friendly URLs that make pages more accessible to both search engines as well as to visitors. Our developers can set up these redirects properly, as well as ensure that any existing redirects on the website have been set up correctly. Our team can also set up redirects for any alternate domains that you may own.
- **Tracking for Marketing Initiatives:** Our SEO Analysts will set up campaign URLs so that your marketing campaign can be properly tracked and reported on. We will also review any campaign landing pages to ensure that they are properly optimized for the best performance.
- **Link Building:** One of the most effective ways to optimize your DMO site's performance is by ensuring that other sites link to it. Search engine algorithm updates, like Google Panda, support organic link building over link collection. Using the latest in link building techniques, your SEM Analyst will work with you to develop a custom strategy that builds relevant links to your site.

## Administrative Access

Client agrees to provide simpleview with administrative access to the website if Simpleview does not currently manage their website. Organic SEO activities cannot commence until simpleview has full FTP access to website and CMS (if applicable). If client has an existing Google Analytics account, simpleview will need to be added to that account as an administrator.

## Service Fees

This Statement of Work ("SOW") is subject to, and governed by the Search Engine Marketing Master Service Agreement, dated June 11<sup>th</sup>, 2015 between Simpleview, Inc. ("Simpleview") and Florida's Space Coast Office of Tourism (Florida's Space Coast.) This SOW sets for the fees associated with the services to be provided by simpleview to the Client. The term of this agreement is for a period of twelve (12) months effective from the date of signature. **This statement of work will renew at the end of the defined term for another twelve (12) months unless written notice is provided to Simpleview no later than 30-days prior to the effective end date.**

The fee for Search Engine Optimization for the 12-month period is \$24,000, with a payment plan as follows:

Organic SEO and Reporting (\$2,000/month for a 12 month term)	\$24,000
Total Organic Search Engine Optimization Budget	\$24,000

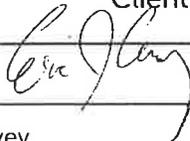
\*Additional development and design, including the cost of creative resources (banner creation, video production, Flash programming, etc), which are not designated in the scope of work will be billed at our normal billable rate of \$100 per hour plus 15% project management fee if necessary.

## Authorization to Proceed

By signing this document, the parties agree to the scope of the Services as set forth herein. Client also agrees that any changes to the Project Specifications requested by Client may result in an increase to the fees.

Both parties agree to make all commercially reasonable efforts to complete the project and the Services in the timeliest manner possible. The client acknowledges that simpleview's ability to meet the delivery dates is subject to timely interaction with the client's marketing and web team.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective duly authorized officers on the date written below.

Simpleview, inc	Client
Signature:	Signature: 
Name:	Name: Eric Garvey
Title:	Title: Executive Director
Date:	Date: 05/20/2015
Address: 7458 N. La Cholla Blvd., Suite 100 Tucson, AZ 85741 Phone: 520-575-1151 Fax: 520-575-1171	Address: Space Coast Office of Tourism 430 Brevard Ave, Suite 150 Cocoa , FL 32922 321-433-4470

### Primary Client Point of Contact:

### Invoices Sent to:

Name: Daniel Czerwinski	Name: Stacy Delano
Title: Special Projects Coordinator II	Title: Finance Manager
Address: 430 Brevard Ave., Suite 150 Cocoa, FL 32922	Address: 430 Brevard Ave., Suite 150 Cocoa, FL 32922
Phone Number: 321-433-4470	Phone Number: 321-433-4470
E-mail: daniel.czerwinski@visitspacecoast.com	Email: invoices_visitspacecoast@brevardcounty.us

Please fax this entire document to 520-575-1171, Attention: Scott Meredith

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**

**SECTION I**

The following information must be completed on all new contracts submitted to the Board.

<b>1. Contractor:</b> Simpleview	
<b>2. Fund/Account #:</b> 1441/293010	<b>Division Name:</b> Tourism Development
<b>4. Contract Description:</b> Website Consulting : CMS / CRM / SEO	
<b>5. Contract Monitor:</b> Stacy DeLano	<b>6. Mail Stop #:</b> 45
<b>7. Dept./Office Director:</b> Eric Garvey	<b>8. Contract Type:</b> Payable
<b>ACTION DATE:</b> Upon receiving	<b>ACTION REQUIREMENT:</b> Initial & Return

**SECTION II**

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>✓</u>	<u>_____</u>	<u>[Signature]</u>	<u>11/3/15</u>
Risk Management	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
County Attorney	<u>✓</u>	<u>_____</u>	<u>[Signature]</u>	<u>11/3/15</u>

If any office denies approval, the package will be returned immediately to the User Agency.

**NOTE:** This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

AO-29: EXHIBIT I

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	_____	_____	_____	_____
Risk Management	<u>X</u>	_____	<u>JLJ</u>	<u>11/3/2015</u>
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

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AO-29: EXHIBIT I