

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, entered into this _____ day of October, 2016, by and between the CITY OF CLEARWATER, a Florida municipal corporation, hereinafter referred to as "City," P.O. Box 4748, Clearwater, Florida 33758 and J. Vero & Associates, Inc., dba HUB, an S corporation, hereinafter referred to as "HUB," One Dag Hammarskjold Blvd, Ste. 6, Freehold, NJ 07728.

WHEREAS, the City requested professional services through Request for Proposals #34-16 seeking assistance from an experienced marketing and public relations firm in directing future marketing and public relations efforts, including web and social media, in an aggressive and comprehensive manner to strengthen awareness nationally and statewide of the City of Clearwater's attributes and offerings as a top vacation destination with an ultimate goal to attract more visitors; and

WHEREAS, HUB agrees, pursuant to the Scope of Work as contained in Exhibit A attached hereto, to conduct tourism marketing and public relations activities;

NOW THEREFORE, in consideration of the promises stated herein, the City and HUB mutually agree as follows:

1. SCOPE OF PROJECT.

HUB agrees to provide professional services under the terms and conditions described in attached Exhibit A and in accordance with specifications, terms and conditions as provided for in Request for Proposals, #34-16, Tourism Marketing Services, and HUB's proposal in response thereto, both incorporated herein and made a part hereof by reference.

2. TIME OF PERFORMANCE.

The term of this Agreement shall be for a period of one (1) year ("Initial Term") commencing on October 6, 2016 ("Commencement Date") and continuing through September 30, 2017 ("Termination Date") unless earlier terminated under the terms of this agreement. This Agreement may be extended for two (2), one (1) year renewals under the same terms and conditions by the mutual written agreement of both parties. In

consideration of City entering into this Agreement with HUB, HUB covenants with City that HUB shall unequivocally, timely and without reservation, comply with the terms and conditions and meet service level requirements as set out in Exhibit A. HUB's failure to timely comply with any of the obligations hereunder during the term of this Agreement shall be deemed a material default resulting in termination of this Agreement.

3. COMPENSATION.

The City will pay HUB a sum of \$164,000 per year for implementation and administration of the Scope of Work (as described in Exhibit A). Total compensation will not exceed \$164,000 per fiscal year. Payment schedule is described in Exhibit B. The City may, from time to time, require changes in the Scope of Work of HUB to be performed hereunder. Such changes, including any increase or decrease in the amount of HUB's compensation and changes in the terms of this Contract which are mutually agreed upon by and between City and HUB shall be effective when incorporated in written amendment to this Contract.

4. METHOD OF PAYMENT.

HUB's invoices shall be submitted to the City for approval for payment on a monthly basis, according to Exhibit B. The City agrees to pay after approval under the terms of the Florida Prompt Payment Act F.S. 218.70. The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation of the City's budget.

5. NOTICES AND CHANGES OF ADDRESS.

Any notice required or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

J. Vero & Associates, Inc., dba HUB

City of Clearwater

Joanne Vero, President

Denise Sanderson, Director

Economic Development & Housing

One Dag Hammarskjold Blvd., Ste. 6
Freehold, NJ 07728
(732) 866-8475

P.O. Box 4748
Clearwater, Florida 33758
(727) 562-4031

6. TERMINATION OF CONTRACT.

The City at its sole discretion may terminate this Contract by giving HUB a ten (10) day written notice of its election to do so and by specifying the effective date of such termination. HUB shall be paid for its services through the effective date of such termination. Further, if HUB shall fail to fulfill any of its obligations hereunder, this Contract shall be in default, the City may terminate the Contract, and HUB shall be paid only for work completed.

7. INDEMNIFICATION AND INSURANCE.

1. HUB shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- a. Commercial General Liability Insurance coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. Commercial Automobile Liability Insurance coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Professional Liability/Malpractice/Errors or Omissions Insurance coverage appropriate for the type of business engaged in by the Respondent with minimum limits of \$2,000,000 (two million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended

indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (SERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

- d. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory Workers' Compensation Insurance coverage in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of \$500,000 (five hundred thousand dollars) each employee each accident, \$500,000 (five hundred thousand dollars) each employee by disease, and \$500,000 (five hundred thousand dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions.

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance. In addition when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Clearwater
Attn: Purchasing Department, RFP #18-16
P.O. Box 4748
Clearwater, FL 33758-4748

- b. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.

- d. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

The parties recognize that HUB is an independent contractor. HUB agrees to indemnify and hold harmless the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from the services provided by HUB personnel under this Agreement; any negligent acts, errors, mistakes or omissions by HUB or HUB personnel; and HUB or HUB personnel's failure to comply with or fulfill the obligations established by this Agreement.

HUB will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

The City assumes no liability for actions of HUB and will not indemnify or hold HUB or any third party harmless for claims based on this Agreement or use of HUB-provided supplies or services.

8. PROPRIETARY MATERIALS.

Upon termination of this Contract, HUB shall transfer, assign and make available to City or its representatives all property and materials in HUB's possession belonging to or paid for by the City.

9. INTERESTS OF PARTIES.

HUB covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance and/or provision of services required under the terms and conditions of this Contract.

10. CONFORMANCE WITH LAWS.

HUB agrees to comply with all applicable federal, state and local laws during the life of this Contract.

11. ATTORNEY FEES.

In the event that either party seeks to enforce this Contract through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

12. GOVERNING LAW AND VENUE.

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

13. CONDITIONS AND ASSURANCES.

- A. Access to Records: Consultant agrees that Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant for the purposes of making audit, examination, excerpt, and transcripts.
- B. In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 727-562-4092, Rosemarie.Call@myclearwater.com, 112 S. Osceola Ave., Clearwater, FL 33756.

The contractor's agreement to comply with public records law applies specifically to:

- 1) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- 2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- 3) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- 5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 6) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 7) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- 8) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- 9) A notice complies with subparagraph (8)b. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or

to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

- 10)** A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date set forth above.

CITY OF CLEARWATER, FLORIDA

Countersigned:

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Laura Mahony
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

J. Vero & Associates, Inc., dba HUB

Attest:

By: _____

Print Name: _____

Joanne Vero
President

Exhibit A

Scope of Work

Objective 1: Public Relations

Solidify brand equity and visitors' level of confidence through proactive media relations campaign geared at consumer and trade media with state-wide and national elements.

- Objective 1.1: In October 2016, host nationally recognized travel journalists to experience Clearwater and help produce 5-7 pitchable evergreen story angles and identify a minimum of five seasonal or non-evergreen pitchable stories that fall within the contract term
- Objective 1.2: Pitch a minimum of 100 travel journalists and influencers and secure 10-15 journalists and/or digital influencers to attend destination sponsored FAMs between November 2016 and September 2017
- Objective 1.3: Pitch a minimum of 50 national media who cannot accept sponsored press FAMs to offer assistance for planning itineraries, identifying opportunities to include Clearwater in round-ups and foster on-going relationships that will result in future coverage.
- Objective 1.4: Secure one spot in a national co-op satellite media tour focusing on beach travel in Spring 2017 with a minimum of 15 national segments in key markets.
- Objective 1.5: Assume role as strategic counsel and crisis communication manager, draft talking points, and coach spokespersons in the event of a natural disaster or unexpected act of mankind. (Small reserve has been set aside in budget and will be added back to PR efforts if it is unused.)
- Objective 1.6: Vet all media inquiries that come through requesting FAM trips, information and assistance for planning Clearwater coverage sending confirmation of receipt within 24 hours stating a deadline for response to the inquiry.
- Objective 1.7: Create criteria for vetting journalists and influencers to include but not limited to outlet circulation, demographic, social media following and more to determine level of trip assistance offered to each individual.

Objective 2: Website

Maintain online visitor engagement through regular, on-going maintenance of website.

- Objective 2.1: Establish process for client to submit content and website updates with clear definition of roles, deadlines and procedures to ensure both agency and client will understand and flourish.

Objective 3: Social Media

Increase engagement and secure 5,000 new Twitter followers via consistent content creation and on-going community management of the @MyClearwater Twitter account.

- Objective 3.1: Use social listening tools to discover optimal times to engage with followers of @MyClearwater and who the top 25 Twitter influencers are for travel related to beaches and/or Florida.
- Objective 3.2: Discover a minimum of 15 locals who engage on Twitter and can be engaged with to better share a local's perspective and "insider secrets" for the best ways to experience Clearwater.
- Objective 3.3: Create a monthly content calendar with a minimum of four weekly Tweets, and when possible use photography and video supplied by destination.
- Objective 3.4: Set-up ongoing social media monitoring using industry's leading social listening tools to keep a watch on what content is trending, what topics are relevant, who is engaging with the destination and obtaining alerts when something negative needs to be addressed.
- Objective 3.5: Promote, secure top influencers, implement and report on two Twitter chats focused on Clearwater within the contract term.

Objective 4: Sports Marketing

Drive interest in Clearwater as a sports events destination.

- Objective 4.1: Work with local client partners to develop visuals and messaging for sports marketing collateral on an as needed basis. (Small reserve has been set aside in final budget and will be added back to PR efforts if it is unused.)

Objective 5: Account Management

Establish and foster sound relationships between local client partners and agency.

- Objective 5.1: Compile and send monthly activity reports showing agency's efforts on behalf of client including all media clips and AVEs before the 15th of the month following the reporting period.
- Objective 5.2: Build and submit annual report showing a full set of performance metrics with results, insights for what worked, recommendations for areas of improvement, and summary of key media coverage.
- Objective 5.3: Establish the e-mail address - clearwater@GOwithHUB.com - for all client communications.
- Objective 5.4: List HUB expert Cory Cart, APR, as "Media Contact" on website using clearwater@GOwithHUB.com for media inquiries.

Objective 6: Local Partner Communication

Motivate and inform local tourism partners through regular communication and dissemination of marketing & PR tools.

- Objective 6.1: Send eight tourism partner emails to inform them of upcoming FAMs, industry news, marketing tips/tricks, and other tourism industry resources of interest.

Objective 7: Video

Convert visitors to Clearwater into resident business owners and high-value employees with engaging, informative, inspiring commercials.

- Objective 7.1: Create storyboards and scripts for commercials based on client input, research findings, and key demographics that will be targeted.
- Objective 7.2: Scout locations and create shot list.
- Objective 7.3: Work with local community agencies to secure required permits.
- Objective 7.4: Schedule videographer and art directors to capture footage.
- Objective 7.5: Capture necessary footage.
- Objective 7.6: Produce commercials based on approved storyboards and scripts.
- Objective 7.7: Review with client for final approval or make necessary revisions.
- Objective 7.8: Distribute the commercials via YouTube, Vimeo, and television outlets as necessary.

Exhibit B

Payment Schedule

In consideration of the obligations and outlined direct expenses undertaken by HUB, the City of Clearwater shall pay HUB the sum of US \$13,666.66 (thirteen thousand six hundred sixty-six US Dollars) per month for the 12-month period from October 6, 2016 to September 30, 2017, to be invoiced on a monthly basis.

HUB shall invoice the City of Clearwater on the first day of every month, to be due by the 30th of the month.

Additional expenses incurred on behalf of the City of Clearwater shall be at the cost of the City. Such costs are only to be incurred by HUB with prior written approval by the City of Clearwater.

Additional costs, as may be approved by the City of Clearwater in its sole discretion, shall be invoiced monthly, including a detailed description of such costs. Approved costs will be paid in accordance with the monthly payment schedule, by the 30th of the month invoiced.