

**Procurement Authorization Request for Contract for Marketing Services
(9/13/18 TDC Meeting – OGC Handout #3)**

Motion authorizing TDC staff to obtain a procurement award to execute a First Amendment to the Marketing Services between the City and Jacksonville and the Beaches Convention & Visitors Bureau, Inc. (“Visit Jacksonville”) and The Dalton Agency as noted below, and authorizing the Office of General Counsel to draft and execute a contract amendment in accordance with the procurement award with no further necessary action by the TDC:

- 1) Increase the maximum indebtedness by \$2,847,622 for Fiscal Year 2018-2019 for a new cumulative maximum indebtedness of \$5,317,122 (Section 5 –Maximum Indebtedness; Restrictions on Use of Funds)
- 2) Add an “advance payment” provision to contract that permits the TDC, in its sole discretion, to make a one-time lump sum advance payment to Contractor of up to ten percent (10%) of the maximum indebtedness amount for each fiscal year, including renewal terms, to provide necessary start-up funds for the Contractor to commence the Services under the Contract. Contractor would make the request in writing and TDC would need to approve the request at a TDC meeting (Section 5 –Maximum Indebtedness; Restrictions on Use of Funds)
- 3) Amend contract to allow for the TDC to request the Contractor to include a separate line item and/or itemized expenditures for travel and entertainment expenses on the annual approved budget (Section 6 - Annual Budget Approval)
- 4) Amend contract to reference that a schedule of Monthly Overhead Expenses Payments will be adopted for each fiscal year (Section 9- Invoice and Payment); also allow Contractor to make three payment requests the last month of the Contract year (September)
- 5) Amend contract to state that the Contractor’s Evaluation Period will be based on a fiscal year (October 1-September 30th) and that the TDC will evaluate Contractor in the November immediately following the end of the fiscal year, but by no later than the January immediately following the end of the fiscal year. Additionally, Contractor will also be required to provide a fiscal year end report on or before October 20th of each Contract year that includes the outcomes of the Performance Measures and Goals. Also clarify that a “Contract year” and “fiscal year” refers to October 1st through September 30th. (Section 10 - Annual Performance Evaluation; TDC’s Right to Allocate or Reallocate Funding)
- 6) Amend the reference in the Exhibit B Performance Measures to ten percent (10%) annual increase in website traffic to the City’s official tourism website to 5% as driven by paid media
- 7) Amend Exhibit F (Payment Schedule for Monthly Overhead Expenses) to include payment schedule for Fiscal Year 2018-2019 (12 installments from October-September at

the end of each month for approx. \$85,121.22 and total payment amount of \$1,021,454.65)

- 8) Authorize Office of General Counsel to make additional technical and non-substantive changes to the contract as needed to align contract provisions with the above items listed above.