

SEVENTH AMENDMENT OF THE AGREEMENT FOR TOURISM ADVERTISING,
PROGRAM PLANNING, CREATION AND IMPLEMENTATION

THIS SEVENTH AMENDMENT OF THE AGREEMENT FOR TOURISM ADVERTISING, PROGRAM PLANNING, CREATION AND IMPLEMENTATION ("Amendment"), made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and MMGY Global, LLC, a Missouri limited liability company authorized to conduct business in the state of Florida ("Vendor"), collectively, the "Parties".

WHEREAS, the County entered into an Agreement for Tourism Advertising, Program Planning, Creation and Implementation, through Solicitation RFP160255, with the Vendor on the 23rd day of November, 2016 ("Agreement"); and,

WHEREAS, pursuant to the terms of the Agreement, the Parties are obligated to renegotiate the terms of the Agreement's Exhibit B Fee Schedule annually; and,

WHEREAS the parties have completed their annual renegotiation of the Agreement's Exhibit B Fee Schedule, which is attached hereto and incorporated herein as Attachment A; and,

WHEREAS, the Parties desire to enter into this Seventh Amendment to bind themselves to the agreed upon Fiscal Year 2019-2020 compensation sums contained in the renegotiated Exhibit B Fee Schedule.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that the Agreement's Fiscal Year 2018-2019 Exhibit B Fee Schedule shall be superseded by the newly renegotiated Fiscal Year 2019-2020 Exhibit B Fee Schedule.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF this Seventh Amendment of the Agreement has been signed and sealed,
in duplicate, by the respective parties hereto.

DATED this 18th day of November 2019 by the Lee County Board of County
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

LINDA DOGGETT
LEE CO. CLERK OF CIRCUIT COURT

Joyce Townsend
DEPUTY CLERK
SEAL
LEE COUNTY, FLORIDA

BY: Brian Hamman
Brian Hamman
Acting Chair / Vice Chair on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only
BY: Charles Sider
County Attorney's Office

DATED this 27 day of September, 2019 by MMGY Global, LLC.

ATTEST:

Kyle Sprengel
(Witness)

BY: [Signature]
Authorized Signature

Hugh McConnell
Authorized Signature Printed Name

Cfo
Authorized Signature Title

CORPORATE SEAL:

STATE OF MISSOURI
COUNTY OF JACKSON

Sworn to (or affirmed) and subscribed before me
this 27th day of Sept., 2019,
by Hugh McConnell

Michael Plagge
Michael Plagge - Notary Public
My Commission Expires 11-27-2020

MICHAEL PLAGGE
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 16799979
My Commission Expires November 27, 2020

ATTACHMENT A
Exhibit B – Fee Schedule

COMPENSATION

- A. This Exhibit, including the fees contained herein, shall be renegotiated annually and replaced in its entirety by an amendment executed by both parties.
- B. For all services and work products described in Exhibit A, the County agrees to pay the Vendor as provided below for Fiscal Year 2019-2020 of the Agreement. Total payments under this Agreement for this year shall not exceed \$12,559,093.00; however, the fees allocated to each task below may be adjusted by the County in order to best take advantage of current market conditions.
- C. The Vendor shall invoice the County monthly and each task shall be invoiced separately.
- D. Any financial or other obligations made by the Vendor on behalf of the County of which the County has or will be compensating or reimbursing the Vendor are required to be paid by the Vendor within a timeframe not to exceed thirty (30) calendar days from receipt of the invoice for the designated services from the County.

| Task No. | Task Title | Amount of Compensation | Basis of Compensation: Lump Sum (LS) or Not-to-Exceed (NTE) |
|-----------------|--|--|--|
| 1 | <u>Program Management & Review</u> a. Market Situation Analysis b. Determine Target Markets c. Determine Program Performance Goals d. Determine Advertising Strategy e. Development & Management of Media Plan f. Development & Management of Program Budget g. Creative Concepting, Production Supervision & Traffic h. Development of Co-Op Advertising Programs i. Database and Fulfillment Management <u>Research Analysis & Recommendations</u> | \$1,500,000.00* | LS (Monthly**) |
| 2 | <u>Public Relations & Promotions</u> | \$385,000.00 | NTE |
| 3 | <u>Creative Production</u> a. Content Strategy & Asset Development | \$430,000.00 \$108,000.00 | NTE LS (Monthly**) |
| 4 | <u>Media Plan Implementation</u> a. Paid Social b. Paid Search c. Co-Op Reinvestment in Media | \$8,032,260 \$630,000 \$475,000 (\$325,000) | NTE LS (Quarterly***) LS (Monthly**) NTE |

| | | | |
|--------------|---|------------------------|-------------------|
| 5 | <u>Interactive Services Program Management</u> | \$580,900.00 | NTE |
| | a. Website Support & Maintenance | \$180,000.00 | LS (Monthly**) |
| | b. Website Hosting | \$15,600.00 | LS (Monthly**) |
| | c. eCRM – Project Management | \$100,800.00 | LS (Monthly**) |
| | d. Social Media – Channel Management & Reporting | \$118,560.00 | LS (Monthly**) |
| | e. Organic Optimization | \$20,000.00 | LS |
| 6 | <u>Measurement /Dashboard</u> | \$40,000.00 | LS (Monthly**) |
| 7 | <u>Shipping, Travel & Misc. Expenses</u> | \$20,473.00 | NTE |
| 8 | <u>Research</u> | \$63,000.00 | LS (Quarterly***) |
| 9 | <u>Special Projects</u> | | |
| | a. Eurowings | \$75,000.00 | NTE |
| | b. Branding | \$109,500.00 | NTE |
| TOTAL | | \$12,559,093.00 | NTE |

* The County shall pay the Vendor a total annual retainer fee of \$1,500,000.00, for which the Vendor shall invoice the County in 12 equal monthly installments. The County shall withhold 5% of the Vendor’s retainer fee each month until the end of the County’s Fiscal Year. At the end of the Fiscal Year, the County shall pay the Vendor the total withheld amount provided that the Vendor has met all of the performance goals as mutually agreed-upon in writing each year during the development of the annual marketing plan. In the event that the Vendor has not met the performance goals, the Vendor shall forfeit the total amount withheld by the County for the Fiscal Year.

** Monthly, as used in this Exhibit, shall mean that the Vendor shall invoice the County in 12 equal monthly installments that total the not-to-exceed amounts listed herein.

*** Quarterly, as used in this Exhibit, shall mean that the Vendor shall invoice the County in four (4) equal, quarterly installments that total the not-to-exceed amounts listed herein.

ADDITIONAL SERVICES

In the event that the County requests additional services from the Vendor as provided in Section V Additional Purchases, and the additional services are mutually agreed upon in writing by both parties, the following personnel rates shall be used as the basis of compensation for such services.

| Project Position or Classification (Function to be Performed) | Hourly Rate To Be Charged |
|--|------------------------------|
| Chief Creative Officer | \$300.00 |
| Creative Director | 200.00 |

| | |
|------------------------------------|--------|
| Sr. Art Director | 150.00 |
| Sr. Copywriter | 150.00 |
| Art Director | 125.00 |
| Copywriter | 125.00 |
| VP, Interactive Technical Director | 200.00 |
| Solutions Architect | 175.00 |
| Lead Application Developer | 150.00 |
| Video Shooting/Editing | 150.00 |
| Application Developer | 125.00 |
| Lead Interactive Web Developer | 125.00 |
| Interactive Web Developer | 100.00 |
| Business Analyst | 150.00 |
| User Experience Designer | 125.00 |
| Sr. Project Manager | 150.00 |
| Project Manager | 125.00 |
| Videographer & Editing | 175.00 |
| Manager/Analytics & Search | 125.00 |
| Search Analyst | 100.00 |
| Link Building Coordinator | 85.00 |
| Producer | 100.00 |
| Quality Assurance Analyst | 100.00 |
| System Administrator | 100.00 |
| Studio Artist | 100.00 |
| Content Entry | 60.00 |
| Proofreader | 60.00 |
| VP, Client Services | 200.00 |
| Group Director | 175.00 |
| Account Supervisor | 150.00 |
| Account Executive | 125.00 |
| Account Coordinator | 85.00 |
| SVP, Media Director | 175.00 |
| Associate Media Director | 150.00 |
| Digital Media Supervisor | 135.00 |
| Media Supervisor | 135.00 |
| Digital Media Planner | 125.00 |
| Media Planner | 125.00 |
| Media Coordinator | 85.00 |

| | |
|--|--------|
| Production Manager | 150.00 |
| Traffic/Creative Manager | 100.00 |
| EVP, Managing Director | 300.00 |
| SVP, Public Relations | 250.00 |
| VP, Public Relations | 200.00 |
| P/R Media Specialist | 195.00 |
| P/R Senior Group Director | 175.00 |
| P/R Group Director | 150.00 |
| P/R Senior Account Executive | 135.00 |
| P/R Account Executive | 125.00 |
| P/R Coordinator | 100.00 |
| VP, Insights | 250.00 |
| Research Manager | 175.00 |
| Research Project Manager | 160.00 |
| Research Analyst | 150.00 |
| VP, Social Strategy | 200.00 |
| Social Group Supervisor | 175.00 |
| Director of Content Strategy | 150.00 |
| Content Manager | 100.00 |
| Social Media Strategist | 150.00 |
| Sr. Social Media Manager | 135.00 |
| Social Media Manager | 100.00 |
| EVP, Global Strategy | 300.00 |
| VP, Engagement Marketing | 200.00 |
| Director/Data, Measurement & Analytics | 175.00 |
| Data Analyst | 125.00 |
| Marketing Analyst | 125.00 |
| Email Marketing Manager | 125.00 |
| Email Marketing Coordinator | 85.00 |

When the Vendor's compensation is based on an hourly rate for professional and/or technical personnel, the Vendor shall, in addition to such hourly rates as are set forth herein, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs for travel, networking, entertainment familiarization tours, and promotional expenses.

All approved expenses will be reimbursed at actual cost except for meals and incidentals associated with travel expenses. Meals and incidental expenses shall be reimbursed at the per diem rates established by the General Services Administration.

Lodging

Accommodation reservations will be made by the Vendor in a timely manner in order to obtain the best rates possible.

Transportation

- Air travel requires prior authorization by the County and a travel approval form must be submitted with the reimbursement request for such expenses. The County will reimburse approved air travel for economy class only. Air travel must be booked by the Vendor within five (5) business days of receiving travel approval from the County.
- Actual receipts for all ground transportation are required. This includes vehicle rental (rental, insurance and fuel charges), taxi service, train tickets, rail passes, busses, etc.
- Man-hours spent in travel time to and from work or the job site(s), are not compensable.