

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

THIS EIGHTH 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 23<sup>rd</sup> 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 Eighth Amendment to bind themselves to the agreed upon Fiscal Year 2020-2021 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 The Parties agree that the Agreement's Fiscal Year 2019-2020 Exhibit B Fee Schedule shall be superseded by the newly renegotiated Fiscal Year 2020-2021 Exhibit B Fee Schedule in Attachment A below.

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

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

DATED this 24<sup>th</sup> day of September, 2020 by the Lee County Board of County  
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: Brian Hamman  
Brian Hamman  
Chair, on behalf of the Board of County  
Commissioners

APPROVED as to Form for the Reliance of  
Lee County Only

BY: Andrea Fraser  
County Attorney's Office

DATED this 26 day of August, 2020 by MMGY Global, LLC.

ATTEST:

C. McDell  
(Witness)

BY: [Signature]  
Authorized Signature

Hunt McConner  
Authorized Signature Printed Name

CFO  
Authorized Signature Title

CORPORATE SEAL:

## 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 2020-2021 of the Agreement. Total payments under this Agreement for this year shall not exceed \$ 12,409,715.00 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 &amp; Review</u> <ul style="list-style-type: none"> <li>a. Market Situation Analysis</li> <li>b. Determine Target Markets</li> <li>c. Determine Program Performance Goals</li> <li>d. Determine Advertising Strategy</li> <li>e. Development &amp; Management of Media Plan</li> <li>f. Development &amp; Management of Program Budget</li> <li>g. Creative Concepting, Production Supervision &amp; Traffic</li> <li>h. Development of Co-Op Advertising Programs</li> <li>i. Database and Fulfillment Management</li> </ul> <u>Research Analysis &amp; Recommendations</u>	\$1,500,000.00*	LS (Monthly**)
2	<u>Public Relations &amp; Promotions</u>	\$350,000.00	NTE



3	<u>Creative Production</u> a. Content Strategy & Asset Development	\$460,000.00 \$108,000.00	NTE LS (Monthly**)
4	<u>Media Plan Implementation</u> a. Paid Social b. Paid Search c. Co-Op Reinvestment in Media	\$7,718,075.00 \$630,000.00 \$533,000.00 (\$200,000.00)	NTE LS(Quarterly***) LS (Monthly**) NTE
5	<u>Interactive Services Program Management</u> a. Website Support & Maintenance b. Website Hosting c. eCRM – Project Management d. Social Media – Channel Management & Reporting e. Organic Optimization	\$652,780.00  \$180,000.00  \$13,500.00 \$100,800.00 \$118,560.00	NTE  LS (Monthly**)  LS (Monthly**) LS (Monthly**) LS (Monthly**)
		\$20,000.00	LS
6	<u>Measurement /Dashboard</u>	\$40,000.00	LS (Monthly**)
7	<u>Shipping, Travel &amp; Misc. Expenses</u>	\$30,000.00	NTE
8	<u>Research</u>	\$155,000.00	LS (Quarterly***)
9	<u>Special Projects</u>	\$0.00	NTE
<b>TOTAL</b>		<b>\$12,409,715.00</b>	<b>NTE</b>

\* 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.

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