

AGREEMENT

25-0744-RFP

Development & Implementation - Intergrated Destination Marketing Research Studies

This Agreement (the "agreement" or "contract"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and Destination Analysts DBA Future Partners whose primary address is 2855 Jackson Street, #302, San Francisco, CA 94115 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the documents listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective April 2025, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - b. Insurance Requirements attached as Exhibit C.
 - c. Scope of Work / Specifications attached as Exhibit D.
 - d. Pricing Proposal attached as Exhibit E.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the documents listed above, which control in the order listed.

B. Term

1. The initial term of this Agreement is for 72 months from the Effective Date (the "Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for One (1), additional twelve (12) month term, or such other renewal terms agreed to by the Parties.

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit E. County expenditures under the Agreement will not exceed \$5,500,000.00 for the Contract Term without a written amendment to this Agreement.
2. In no event will annual expenditures exceed \$916,666.67 in any given fiscal year without a written amendment to the Agreement.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature: *Courtney Foste*

Print Name and Title: Courtney Foste Vice President, Corporate Strategy

Date: 11 / 20 / 2025

For County:

Signature:

Print Name and Title:

Date:

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT C

INSURANCE REQUIREMENTS

1. INSURANCE

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.

1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

- D. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
3. Provide that County will be an additional indemnified party of the subcontract;
4. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
6. Assign all warranties directly to the County; and
7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

2. **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

A. Limits

1. Employers' Liability Limits Florida Statutory

a. Per Employee \$ 500,000

b. Per Employee Disease \$ 500,000

c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

3. **Commercial General Liability Insurance** Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

A. Limits

1. Combined Single Limit Per Occurrence \$ 1,000,000

2. Products/Completed Operations Aggregate \$ 2,000,000

3. Personal Injury and Advertising Injury \$ 1,000,000

4. General Aggregate \$ 2,000,000

4. **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT D SCOPE OF WORK

The Contractor, hereinafter referred to as Agency, will provide research and data services to the County and will work in conjunction with VisitSPC.

The primary scope of work includes the development and implementation of monthly research – and analysis of research as needed. Minimally, annual reports both fiscal year and calendar year end are required, as well as seasonal and shoulder season analyses on outcomes and measurements based on types of reports. Other reports may be requested as needed.

The Agency is required to collaborate with other key VisitSPC suppliers including, but not limited to media and creative, public relations, web/digital and publication providers.

The Contractor will perform all Professional Services as set forth below

Primary Research Services

Annually on an agreed upon schedule, the agency will perform Visitor Profile & Economic Impact, Ad Effectiveness and Brand Awareness studies.

A. Visitor Profile & Economic Impact

1. Tasks

- a. Survey questionnaire design and development, including coordination of revisions and approvals
- b. Survey programming
- c. Visitor intercept survey scheduling, logistics and communication with survey site locations, Minimum sample required of at least 4,800
- d. Online panel sample of Minimum sample required of at least 1,200
- e. Field survey data collection
- f. Sweepstakes funding and management
- g. Management of dataset provider
- h. Data cleansing and data coding
- i. Data cross-tabulations
- j. Data analysis
- k. Economic impact modeling

2. Deliverables

- a. Monthly report of topline visitor data via the online data dashboard
- b. Quarterly report of findings, including tourism economic impact estimates, comparative data and detailed findings from the Visitor Intercept Survey and the Online Panel Survey.
- c. Fiscal-year report of findings, including tourism economic impact estimates, comparative data and detailed findings from the Visitor Intercept Survey and the Online Panel Survey.

- d. Calendar-year report of findings, including tourism economic impact estimates, comparative data and detailed findings from the Visitor Intercept Survey and the Online Panel Survey.
- e. Infographic profile summaries of key visitor segments via the online data dashboard
- f. Monthly, quarterly, fiscal-year and calendar-year presentations of the research findings
- g. Tourism economic impact estimates
- h. Development, updating and maintenance of the online data dashboard
- i. Addition of custom questions section into online data dashboard
- j. Addition of historic time series in online data dashboard

B. **Ad Effectiveness Research**

1. **Tasks**

- a. Survey questionnaire design and development, including coordination of revisions (up to 3 drafts/revisions) and approvals
- b. Survey programming and hosting
- c. Sample procurement and data collection, Minimum sample of at least 10,800
- d. Data cleansing and data coding
- e. Data cross-tabulations
- f. Data analysis
- g. Heatmapping/eye-tracking analysis
- h. Annual Economic Impact/ROI Analysis

2. **Deliverables**

- a. Semi-Annual Topline Reports (in MS PowerPoint up to 40 slides)
- b. Total with Key Findings (no subgroup analysis or detailed findings)
- c. Annual Comprehensive Report (in MS PowerPoint up to 60 slides)
- d. Executive Summary
- e. Economic Impact/ROI Analysis
- f. Data Visualizations and Detailed, Written Analyses
- g. Online Presentation of Findings, as needed
- h. Development, updating and maintenance of the online data dashboard, including historic time series

C. **Brand Awareness**

1. **Tasks**

- a. Survey questionnaire / discussion guide design (up to 3 drafts/revisions)
- b. Survey programming and hosting
- c. Sample procurement and data collection, Minimum sample of at least 5,600
- d. Sweepstakes management for local survey distribution
- e. Interview recruiting, scheduling, moderating, and fulfilling participant incentives
- f. In-depth Interviews of 15 Leisure Travelers
- g. Gamified brand exercise
- h. Data cleansing, crosstabulations, and analysis (one banner in Excel, up to 26 banner points)

2. **Deliverables**

- a. Comprehensive reporting (in PowerPoint up to 60 slides)
- b. Executive Summary
- c. Data visualizations and detailed, written analyses

- d. Online presentation of findings
- e. Digital recordings of interviews
- f. Development, updating and maintenance of the online data dashboard, including historic time series

Additional Research Services

As needed, Agency may conduct additional research for VisitSPC, including, but not limited to resident sentiment studies, online community sampling, qualitative pulse studies, destination magazine survey, website usability study, etc. Examples of the scope and nature of this work are:

D. Resident Sentiment

1. Tasks:

- a. Survey questionnaire / discussion guide design (up to 3 drafts/revisions)
- b. Survey programming and hosting
- c. Sample procurement and data collection, Minimum sample of at least 400
- d. Sweepstakes management for local survey distribution
- e. Interview recruiting, scheduling, moderating, and fulfilling participant incentives
- f. In-depth Interviews of 15 Residents
- g. Data cleansing, crosstabulations, and analysis (one banner in Excel, up to 26 banner points)

2. Deliverables:

- a. Comprehensive reporting (in PowerPoint up to 60 slides)
- b. Executive Summary
- c. Data visualizations and detailed, written analyses
- d. National benchmarks from the "The State of the American Traveler" study
- e. Online presentation of findings
- f. Digital recordings of interviews

E. Online Community

1. Tasks:

- a. Quarterly studies, custom-designed based on VSPC's questions
- b. Discussion/activity guide design
- c. Activity programming and hosting
- d. Participant recruiting, moderating, and fulfilling participant incentives
- e. 15–20 participants, 3–4 activities per week, 3–4 weeks per quarter

2. Deliverables:

- a. Comprehensive reporting (in PowerPoint up to 60 slides)
- b. Data visualizations and detailed, written analyses
- c. Online presentation of findings
- d. Digital recordings or other artifacts from the community

F. Qualitative Pulse

1. Tasks:

- a. Discussion guide design (up to 3 drafts/revisions)
- b. Sweepstakes management for local survey distribution

- c. Interview recruiting, scheduling, moderating, and fulfilling participant incentives

2. Deliverables:

- a. Summary Report for Each Pulse (in PowerPoint up to 20 slides)
- b. Executive Summary
- c. Digital interview recordings OR Video Highlight reel (depending on qualitative option selected)
- d. Online presentation of findings

G. Additional Research Assets

Agency agrees to provide at no additional cost to VisitSPC added value for partnership, including:

1. Meetings Research Co-op Study

- a. Comprehensive Survey Report including
 - 1. Topline Insights of study
 - 2. Planner profiles
 - 3. Marketing Preferences
 - 4. Brand Health Metrics

2. The State of the American Traveler

- a. Monthly The State of the American Traveler Report
- b. 24-hour access to the Insights Explorer Dashboard

3. The State of the International Traveler

- a. Comprehensive Survey Report including
 - 1. Topline insights
 - 2. Desired U.S. Trip Profile
 - 3. St. Pete-Clearwater Brand Metrics
 - 4. Insights broken out by market of study

H. Datasets

Agency agrees to contract with dataset providers on behalf of and as directed by VisitSPC to obtain direct and real-time lodging and visitor data. Agency will maintain subscriptions accessible by client to datasets as needed. Including, but not limited to:

- 1. Direct hotel data providers including Amadeus and CoStar
- 2. Direct vacation rental providers such as Key Data
- 3. Credit card expenditure data providers such as Visa
- 4. Mobile POI data providers such as Placer or Azira

I. Account Service & Administration

Agency will coordinate with VisitSPC and ensure all work delivers on desired outcomes and within stated budget parameters. Agency team provide account services including:

- 1. Overall account management of research items.
- 2. Facilitation of research development including client and internal briefings, brief development
- 3. Budget management and reporting, quarterly and annual fee reconciliations, billing or as needed.
- 4. Agency integration, status meetings, correspondence, including fulfilling needs for monthly Tourist Development Council meetings.
- 5. Manage overall relationship with VisitSPC, their many departments, field staff

- and international agencies and other key vendors.
6. Act as primary contact for VisitSPC's team, channeling questions and requests.
 7. Active participation in long range strategic plan development.
 8. Manage all ongoing projects, including timelines, budgets and invoices.
 9. Monitor annual trends and ongoing analysis of consumer attitudes and behavior.
 10. Lead monthly status meetings with VisitSPC and internal teams.
 11. Create reports, as needed, recapping all meetings and key conversations.
 12. Coordinate with other VisitSPC vendors to ensure an integrated data driven approach and strategy.
 13. Manage and track VisitSPC budget, providing accurate and timely monthly billing and accrual reports.
 14. Familiarize Agency team members assigned to the account with VisitSPC's business, products, services, staff and key stakeholders.
 15. Assess secondary research, as well as findings from VisitSPC supplied studies to determine brand marketing communications effectiveness, opportunities, and needs.
 16. Ongoing contributions to strategic media point-of-views, marketing plans for new initiatives and/or products, as well as major presentations.
 17. Take all reasonable precautions to guard against any loss to VisitSPC through the failure of suppliers to execute properly their commitments.
 18. Take all reasonable precautions to safeguard all VisitSPC's property entrusted to Agency's care, custody, or control.
 19. Strategic Planning - contributing and provide expert opinions for the development of strategic marketing plans.

20. Meetings - as requested, and at Agency cost, attend internal and external meetings on marketing programs, meetings with partners, monthly Tourist Development Council (TDC) meetings, and other meetings as necessary.
21. Presentations - assist with development of presentations regarding marketing programs, giving presentations as appropriate, and providing content and electronic materials to incorporate into presentations.
22. Budgeting- provide input and ongoing tracking of the research budget, develop program budgets, and budget status reports, ensure Agency budgets remain in sync with VisitSPC budgets, and provide budget status reports.
23. Daily Account Service - ongoing communication, development of conference reports, status reports, contributing to program summaries, presentation of creative, analysis of campaign inquiries/fulfillment, trafficking materials between VisitSPC and appropriate Agency departments.
24. Maintain knowledge of VisitSPC's key domestic and international markets (Canada, Latin America, UK, and Germany) and trends as they pertain to VisitSPC's business.
25. Identify best practices with other departments or other clients and share those throughout the organization to maximize efficiency.

J. **Conflict of Interest**

The Agency will notify VisitSPC when servicing other client destination marketing organizations representing the destinations listed below.

1. Any other Florida-based beach destination
2. Myrtle Beach, SC
3. The Bahamas
4. The Caribbean
5. Mexico

Notification of Potential Overlap: To ensure VSPC is kept fully informed, Agency will provide written notification before contracting with a destination marketing client where a potential for competitive overlap exists.

Both parties agree in good faith that objections to the future engagement will not be unreasonably withheld.

K. Operational Requirements:

1. Maintain a presence within the greater Tampa Bay area or commit to frequent travel at the agency's expense.
2. Provide a written scope of work for each billable job and this signed scope must accompany billing. If approved changes are necessary because of a request by VisitSPC or for other reasons that would increase the cost of the job, then a revised scope must be provided and signed prior to any execution.
3. VisitSPC retains ownership and all rights of use (including by assigns) of research generated by agency and paid for by VisitSPC. "As released" electronic files will be provided to VisitSPC on an ongoing basis.
4. VisitSPC maintains the right to use any agency-generated materials as it deems necessary and may do so without consent or approval.
5. VisitSPC shall have final review and approval of all work created and/or produced for VisitSPC by the agency.
6. VisitSPC must be advised of all current and potential business solicitations by the selected agency that could be perceived as a conflict of interest.
7. Compliance of all applicable regulatory laws and regulations including:
8. Maintaining and producing public records in compliance with Chapter 119, Florida Statutes and Pinellas County policies, including an agreement that responder will charge the sums allowed by Statute and County policy for producing public records.
9. Maintaining confidentiality of records exempt or confidential pursuant to Florida Laws, including Chapter 119, Florida Statutes and Section 125.0104, Florida Statutes.
10. Arranging for records retention of data in accordance with applicable Florida Law, including the State of Florida General Records Schedules.
11. Manage a transition period of up to four (4) months, if necessary, to transition all VisitSPC assets to new firm at contract completion.
12. Billing per job must include copies of invoices for preapproved reimbursable material expenses incurred, signed scope of work and if applicable, affidavit indicating total number of agency hours incurred.

EXHIBIT E

PRICING PROPOSAL

Contractor will invoice for all agency services at a blended rate of \$201.10 per hour, for the Scope of Work / Specifications set out in Exhibit D that will be quoted and approved in advance of work performed.

Upon submittal of an invoice, The County shall pay Contractor in monthly installments at the monthly rates identified above for Item No. 1 – Visitor Profile Studies and Analysis, for Item No. 2 – Website ROI Annual Study and for Item No. 3 – Annual Brand Awareness Study.

Compensation for Additional Services, if any, as defined herein, shall be paid on a project-by-project basis using the hourly rate stated above. Work will commence upon submittal of a work estimate and receipt of written approval as provided herein.

| Item | Description | Annual Cost Year 1 | Annual Cost Year 2 | Annual Cost Year 3 | Annual Cost Year 4 | Annual Cost Year 5 | Annual Cost Year 6 | Total Cost |
|------|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------|
| 1 | Visitor profile study (economic impact analysis & ROI report). Research to provide monthly, quarterly, and annual (calendar year and fiscal year) profiles on visitors to the County. | \$261,200 | \$267,730 | \$274,423 | \$281,284 | \$288,316 | \$295,524 | \$1,668,477 |
| 2 | Annual Ad Effectiveness study (impact analysis and ROI report of marketing to provide annual and semi-annual report on marketing impact) | \$107,300 | \$109,983 | \$112,732 | \$115,550 | \$118,439 | \$121,400 | \$685,404 |
| 3 | Annual Brand Awareness Study (analysis of VisitSPC brand to provide annual report on brand awareness) | \$108,600 | \$111,315 | \$114,098 | \$116,950 | \$119,874 | \$122,871 | \$693,708 |
| 4 | Datasets and Additional and/or future studies | \$277,601 | \$304,207 | \$329,893 | \$355,609 | \$381,353 | \$407,128 | \$2,055,791 |
| 5 | Unspecified Amount** | N/A | N/A | N/A | N/A | N/A | N/A | \$396,620 |

| | | | | | | | | |
|--|------------------------|------------|------------|-----------|-----------|-----------|-----------|--------------|
| | Grand Total | \$ 754,701 | \$ 793,235 | \$831,146 | \$869,393 | \$907,982 | \$946,923 | \$ 5,500,000 |
|--|------------------------|------------|------------|-----------|-----------|-----------|-----------|--------------|

Travel Expenses. Services include all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

**Total Expenditure*

All research, data pass-through costs and other professional Services combined will not exceed \$5,500,000 for the initial Contract Term without a written amendment to this Agreement.

***Unspecified Amount*

The County may request additional goods and/or services that are not specified in the contract. There is no guarantee that the funds allotted will be utilized during the performance of this contract. Any Services using unspecified funds must be approved by the County Representative prior to work commencing. Contractor will be required to provide a quote prior to County Representative approval.