

To: Santa Rosa County Board of County Commissioners
From: Julie Morgan, Tourist Development Director
Subject: BP Supplemental Promotional Fund Grant Agreement
Date: February 1, 2016

Recommendation

Discussion of the BP Supplemental Promotional Fund Grant Agreement for \$73, 600 to help continue efforts to promote our 2016 spring season. Davis, South, Barnette & Patrick our advertising agency will utilize the funds for a broadcast/cable media buy.

Background

Six years ago (2010) Navarre Beach and Santa Rosa County were facing one of the worst disasters on the coast: the BP oil spill. Within a few months of the spill, BP Grant funds were made available to help offset the negative economic impact of the oil spill. Our relationship with BP has helped Santa Rosa County become one of the fastest growing counties in the Florida Panhandle. The Santa Rosa County Tourist Development Office was selected for additional BP funding in the amount of \$73,600. The funds have to be utilized and expended by July 31, 2016. The Easter holiday comes very early this year, thus our spring shoulder season will be several weeks longer than normal. Our advertising agency will launch a TV media spend for spring break to promote in the March/April 2016.

DSB&P will run advertising in the following target markets:

- Birmingham, AL
- Atlanta/Columbus, GA
- Nashville, TN
- Little Rock, AR
- Baton Rouge, LA



Request For Qualifications

Board of Directors / Stakeholder / Staff Strategic Plan Facilitation

The Santa Rosa County Tourist Development Council Board of Directors is seeking qualifications from qualified consultants to facilitate discussions and prepare a five year strategic plan for the organization. This plan is expected to include goals and measurable objectives, as well as activities to accomplish the goals.

Company Background

The Santa Rosa County Tourist Development Council, per Florida Statute, is a nine member volunteer advisory group made up of representatives from Santa Rosa's tourism and hospitality industry. The members are appointed by the Santa Rosa County Commission for a term of four years. The TDC makes recommendations to the commission on marketing, management, capital investment and distribution of the tourist development tax.

Tourist Development Council Board members must derive a portion of their income, or be employed in a business that deals directly with tourists, have an extensive knowledge of or background in the marketing and/or sales of tourism goods or services. Examples of such businesses would include lodging, attractions, restaurants, museums, hospitality education and other businesses, which cater to tourists.

Santa Rosa County generally has three public tourist related meetings a month - a South End Committee, a North End Committee, and a TDC Board. Formal recommendations are made at the board meeting. The TDC adheres to Florida's sunshine and public records laws.

The Santa Rosa County Tourist Development Office is responsible for promoting tourism throughout Santa Rosa County. The TDO directs tourism marketing efforts to grow tourism revenue and contribute to the long-term health of our county's economy, while striving to improve the quality of life for our residents. The TDO is also responsible for staffing the Navarre Visitor Information Center and coordinating the efforts of the Santa Rosa Tourist Development Council, an advisory board to the Santa Rosa County Board of County Commissioners. The TDO falls under the Santa Rosa County Economic Development Office and the Board of County Commissioners.

The Tourist Development Office is funded through bed taxes, or the lodging tax paid by visitors staying in Santa Rosa County. As it applies exclusively to rental of living quarters or accommodations for a term of six months or less, it has been nicknamed the "bed tax." Bed taxes can be used only for activities that promote the county.



Santa Rosa County Tourist Development Council
8543 Navarre Parkway - Navarre, FL 32569
Phone: 850.930.8966 - Fax: 850.930.0987
www.floridaspiground.com



Scope of work:

- Facilitate two focus group sessions to serve as a forum for stakeholders, board members and key staff participants to engage in meaningful conversations about current state of the hospitality industry, board governance objectives, board/staff relations and other topics related to organizational development. One session for North End Committee and one session for South End Committee
- Facilitate a board workshop/planning session with Santa Rosa County Tourist Development Council Board of Directors and Tourist Development Office Staff
- Conduct any necessary follow-up meetings with these groups
- Meet with Chairman and Tourist Development Director to review plan and progress
- Develop quantitative objectives necessary to measuring performance against the goals of the plan.
- Provide a final report and presentation to the Santa Rosa County Tourist Development Council, Santa Rosa County Board of County Commissioners and Tourist Development Office

Proposal to include:

- Consultant firm/individual background and experience
- Experience with strategic planning and board facilitation, especially government affiliation
- Experience with destination marketing organizations or visitor industry related business
- Reference list of previous similar projects
- Sample agenda/proposed format
- Outline of work proposed, including a timeline of preparation, execution and final report
- Fee structure for completing the plan with an estimate of additional out-of-pocket expenses. Include estimates of the number of onsite visits and any other costs associated with the planning process

Selection Criteria

Proposals received in response to this RFQ will be objectively reviewed by the Santa Rosa County Tourist Development Council Board of Directors, the Santa Rosa County Board of County Commissioners, and Tourist Development Director. Selections will be based on the following criteria:

- Proposer's ability to perform the scope of work based upon qualifications and prior experience with similar projects
- References provided by individuals involved in past projects
- The Proposer's demonstrated ability to complete the project on schedule
- Competitiveness of fees



Santa Rosa County Tourist Development Council
8543 Navarre Parkway - Navarre, FL 32566
phone: 850.938.8666 - fax: 850.939.0085
web: floridasplayground.com



The Santa Rosa County Tourist Development Board of Directors and the Santa Rosa County Board of County Commissioners reserves the right to negotiate and reject any/all of submissions if necessary.

Proposal to be received no later than XXXXX at XXXXX Central Standard Time. Send by email or mail to:

Julie Morgan
Tourist Development Director
Santa Rosa County Tourist Development Office
8543 Navarre Parkway
Navarre, FL 32566
Work: 850-981-8900
Cell: 850-572-0206
julie@santarosa.fl.gov

All questions regarding this RFQ may be addressed to Julie Morgan at 850-572-0206 or julie@santarosa.fl.gov. Additional information about Santa Rosa County Tourist Development Council can be found on our Web Site at <http://www.santarosa.fl.gov/TDO> and our brand Florida's Playground can be found on our marketing Web site at <http://www.floridasplayground.com>



Santa Rosa County Tourist Development Council
8543 Navarre Parkway - Navarre, FL 32566
phone: 850.939.8966 - fax: 850.939.0085
web: floridasplayground.com



DAVIS SOUTH BARNETTE PATRICK

ADVERTISING PUBLIC RELATIONS

August 10, 2015

Deepwater Horizon Claims Center
Attn: Nick Gagliano
935 Gravier Street, Ste 1905
New Orleans, LA 70112

Mr. Gagliano,

The Santa Rosa County Tourist Development Organization has worked with BP to secure funding for advertising since the Deepwater Horizon Incident. Through the previous BP grants, we have increased advertising in our key feeder markets and reached out to new/emerging markets. We have also developed the new Florida's Playground Trial that has allowed us to market twelve different attractions only found in Santa Rosa County. The bottom line: all of these efforts have allowed Santa Rosa County to become one of the fast growing counties in the Florida Panhandle.

The TDO and DSB&P are proud of everything we have accomplished in our partnership with BP and hope that our relationship will continue to grow. We are very excited that Santa Rosa County has been selected to submit a proposal for a third round of funding of \$73,600 to help us continue our efforts. We would like to request to utilize these funds for a broadcast/cable media buy to promote our 2016 spring season. As you know, Easter is very early this year, which means our spring shoulder season will be several weeks longer than normal. We would like to use these funds for advertising in March/April 2016 to promote the events and offerings within the county during that shoulder season.

We would run the advertising in the following target markets:

- Birmingham
- Atlanta/Columbus
- Nashville
- Little Rock
- Baton Rouge

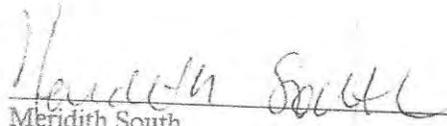
We would use the same video from the TV spots produced last year, but change the script and voice over to be more relevant to what is happening during the spring season.

Budget:

| | |
|------------------|-------------|
| TV Media Spend: | \$73,000.00 |
| Audio Revisions: | \$600.00 |

We look forward to working with you and your team.

Regards,



Meredith South
Davis South Barnette & Patrick
251.402.0062



Julie Morgan
Santa Rosa TDO
850.981.8900

To: Julie Morgan, County of Santa Rosa (Santa Rosa County Tourist Development Council)
From: Nick Gagliano, Grant Coordinator
Date: 1-12-16
RE: Promotional Fund

Attached is the contract for the distribution of the Supplemental Gulf Tourism and Seafood Promotional Fund Grant.

Please note the following pages:

1. Page 7 – Please sign and print name
2. Page 3 – Reporting Updates should be sent to the Claims Administration Office on Oct. 1, 2015; Jan. 1, 2016; April 1, 2016 and then the final report.
3. Page 2 – Grant Award and distribution
4. Page 9 – Schedule of Deliverables

Please send the signed contact to:
Deepwater Horizon Claims Center
Attn: Nick Gagliano
935 Gravier Street, Suite 1905
New Orleans, LA 70112

If you would like a signed copy returned, please let me know and I will be happy to send one to you. If you would like an original signed copy, please make a copy of this contract and send both copies to us.

Should you have any question, please feel free to let me know. You can contact me at ngagliano@dheclaims.com.

I look forward to working with you.

Nick Gagliano

SUPPLEMENTAL PROMOTIONAL FUND GRANT AGREEMENT

This Supplemental Promotional Fund Grant Agreement (this "Agreement") is entered into by _____ ("Grantee"), whose mailing address is _____; and Patrick Juneau, as Trustee (the "Trustee") of the Settlement Trust as further defined below (the "Settlement Trust"), and as Claims Administrator of the Court Supervised Settlement Program (the "Claims Administrator").

RECITALS

WHEREAS, BP Exploration & Production Inc., a Delaware corporation and certain of its affiliates (collectively "BP") have been named as defendants in *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179 (the "MDL Litigation");

WHEREAS, BP and the Economic Class Representatives, individually and on behalf of the Economic and Property Damages Settlement Class, by and through Lead Class Counsel entered into an Economic and Property Damages Settlement Agreement ("Settlement Agreement") dated April 18, 2012, and amended May 1, 2012, for the purpose of settling all Released Claims against the Released Parties, including BP;

WHEREAS, the United States District Court of the Eastern District of Louisiana (the "Court") has approved the Settlement Agreement by Order dated December 21, 2012 (the "Final Approval Order," as further defined below);

WHEREAS, on May 4, 2012, BP, Lead Class Counsel, the Trustee and J.P. Morgan Trust Company (the "Directed Trustee") entered into the *Deepwater Horizon* Economic and Property Damages Trust Agreement (the "Trust Agreement") creating the Settlement Trust;

WHEREAS, the Settlement Trust is intended to meet the requirements of a qualified settlement fund within the meaning of section 468B of the Internal Revenue Code of 1986, as amended from time to time, and section 1.468B-1(c) of the Treasury Regulations promulgated thereunder;

WHEREAS, the Settlement Trust's purpose is to establish a mechanism to pay Settlement Payments (as defined in the Settlement Agreement) and the costs of administering the Settlement Program (as defined in the Settlement Agreement) in accordance with the terms of the Settlement Agreement and the Trust Agreement.

WHEREAS, the Trustee has the power, pursuant and subject to the terms of the Settlement Agreement and the Trust Agreement, to make distributions from the funds held by the Settlement Trust subject to the terms and conditions thereof; and

WHEREAS, Grantee has previously obtained funds for promotional services through one or more prior promotional fund grant agreements, and now desires to obtain additional funds for promotional services as described on attached Schedule "1";

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

AGREEMENT

1. Definitions.

The following words and phrases have the meanings indicated. Other words and phrases appearing in capital letters throughout this Agreement shall have the meanings they are given with their first operative use. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Settlement Agreement and/or the Trust Agreement.

- 1.1 Applicable Law: means all applicable local, state and federal laws, rules and regulations.
- 1.2 Claims Administrator: has the meaning ascribed to it in the Settlement Agreement.
- 1.3 Individual: means a natural person.
- 1.4 Lead Class Counsel: means the lawyers appointed by the Court to represent the Class of Claimants.
- 1.5 Settlement Trust: means the qualified settlement trust fund established pursuant to that certain *Deepwater Horizon* Economic and Property Damages Trust Agreement, dated May 4, 2012, among BP, Lead Class Counsel, the Claims Administrator, and the Directed Trustee.
- 1.6 Parties: means the Settlement Trust, the Claims Administrator and Grantee.
- 1.7 Final Approval Order: means the Order entered by the Court on December 21, 2012 granting final approval of the Settlement Agreement.

2. Scope of Services.

- 2.1 Services. The general scope of the services to be furnished by Grantee shall be those described on attached Schedule "1".
- 2.2 The Services shall be provided in strict accordance with the terms of the Settlement Agreement, the Final Approval Order, and in compliance with Applicable Law.

3. Grant Award.

- 3.1 Amount of Grant. Subject to the terms and conditions of this Agreement, and contingent upon sufficient funding of the Settlement Trust by BP, the Settlement Trust agrees to award to Grantee up to \$73,600.00 for the period August 1, 2015 to July 31, 2016. The Grant shall be payable as follows:

\$36,800.00, (which is 50% of this supplemental Grant), after signing of this Agreement.

\$36,800.00, (which 50% of this supplemental Grant), upon on receipt and approval of the final report and submission of all of the deliverables as outlined in Schedule 1.

- 3.2 Documentation. Grantee shall submit to the Claims Administrator all documentation as further described in Paragraph 3.3 within ten (10) days before the beginning of each calendar quarter, commencing with the quarter starting October 1, 2015, or more frequently as the Claims Administrator may require. The Claims Administrator shall review Grantee's documentation and if acceptable, authorize the next Grant payment. In the event that any documentation is deemed not acceptable by the Claims Administrator, Grantee shall be notified in writing of such deficiencies within ten (10) days of submission of the documentation.
- 3.3 Reporting. Grantee will provide reports to the Claims Administrator at least quarterly, within ten (10) days before the beginning of each calendar quarter, commencing with the quarter starting October 1, 2015, or more often as the Claims Administrator may require, in which it will report, for the preceding quarter the following: an updated list of services and deliverables as outlined on Schedule 1. The Claims Administrator may distribute such reports as it deems appropriate. In addition, Grantee may be required to provide additional reports as may further be defined by the Claims Administrator in writing.
- 3.4 Ownership of Documentation. All records, reports, documents and other material delivered or transmitted to Grantee by the Claims Administrator shall remain the property of the Claims Administrator, and shall be returned by Grantee to the Claims Administrator, at Grantee's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Grantee in connection with the performance of the Services contracted for herein shall become the property of the Claims Administrator, and shall, upon request, be returned by Grantee to the Claims Administrator, at Grantee's expense, at termination or expiration of this Agreement.
- 3.5 Audit Rights. Grantee will provide to the Claims Administrator copies of its audit reports, if and when requested to do so by the Claims Administrator. In addition, the Claims Administrator or its authorized representatives may, at any time on reasonable notice, audit the operation of Grantee in relation to the activities undertaken pursuant to this Agreement.
- 3.6 Payment in Full. The Grant payments made hereunder are and shall be deemed to constitute "payment in full" for any Services performed by Grantee.
4. Term.
- 4.1 This Agreement is effective as of 12:01 a.m. Eastern Standard Time on August 1, 2015 (the "Effective Date") and its term shall end on July 31, 2016 (the "Expiration Date"), unless terminated on a different date in accordance with Paragraph 4.2 or as otherwise agreed by the Parties.

4.2 Grantee shall be authorized to perform the Services as further defined in Schedule "1" to this Agreement starting on the Effective Date, through and including the earlier of: (1) the date that the Court enters an Order closing the proposed Court Supervised Settlement Program; (2) the effective date of any termination of Grantee by the Claims Administrator for "cause"; (3) the date that the Grantee is terminated by the Claims Administrator with at least thirty (30) days written notice before the end of any quarter, which the Claims Administrator shall have the right to do with or without cause or (4) the Expiration Date (collectively, "Termination Events"). As used herein, "cause" shall include, without limitation, the following: (i) the failure of Grantee to perform the Services in accordance with the requirements of this Agreement, (ii) the breach by Grantee of any other obligations under this Agreement, which breach is not cured within ten (10) days of written notice thereof, (iii) the commission of any act or any omission involving gross negligence, fraud, or other intentional or willful misconduct by Grantee, and (iv) any other violation of a statute, regulation, order, decree or court requirement or other Applicable Law by Grantee.

5. [Intentionally Omitted]

6. Representations and Warranties.

Grantee represents, warrants and covenants that: (i) it has the power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution, delivery and performance of this Agreement does not violate or conflict with any other agreement to which Grantee is a party or by which it is bound; (iii) Grantee has not previously entered into any agreement that would restrict Grantee in the performance of the Services; (iv) Grantee shall comply with all Applicable Law in performing its obligations under this Agreement; (v) Grantee shall use commercially reasonable efforts to verify that each of its employees performing Services is legally entitled to work in the United States and has all necessary visas and work permits; (vi) Grantee has the capacity and resources to perform the Services; (vii) all Services shall be performed by qualified personnel in a timely, professional and workmanlike manner in accordance with generally accepted industry practices; (viii) Grantee is either a governmental entity political subdivision of a governmental entity, or is recognized by the Internal Revenue Service (the "IRS") as a public charitable organization under sections 501(c)(3) and 509(a)(1), (2) or (3) of the Internal Revenue Code, and will inform the Claims Administrator immediately of any changes in, or IRS proposed or actual revocation (whether or not appealed) of such tax status; and (ix) all Grant funds shall be used only for the purposes described herein.

7. [Intentionally Omitted]

8. [Intentionally Omitted]

9. Miscellaneous.

9.1 Subcontracting. Notwithstanding any provision in this Agreement to the contrary, Grantee shall not subcontract any of its obligations under this Agreement to any third party unless approved in writing by the Claims Administrator.

9.2 Successors and Assigns. The terms and conditions of this Agreement shall be binding upon the Parties and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that, unless otherwise provided in this Agreement, the obligations of the Parties under this Agreement may not be delegated

nor shall any rights be assigned or transferred, including by merger, reorganization, change of control, acquisition or sale of all or substantially all of its assets or business or otherwise (including, without limitation, by operation of law) (collectively a "Sale Transaction"), by a Party without the other Parties' prior written consent.

- 9.3 Compliance with Laws. Grantee and its respective employees and agents shall comply with all Applicable Law in performance under this Agreement.
- 9.4 Tax Responsibility. Grantee shall be responsible for the payment of any taxes that might be due from or assessed on any of the Grant funds received under this Agreement.
- 9.5 Maintenance of Books and Records. In order to implement and effectuate the audit rights of the Claims Administrator as described in Paragraph 3.5, Grantee shall maintain its books and records and other documents pertaining to the use and disposition of the grant funds received and to the Services rendered under this Agreement, for a period of at least three (3) years after the Termination Date.
- 9.6 Dispute Resolution. Any and all claims, disputes and controversies arising under or relating to this Agreement that cannot be resolved by the Parties shall be determined solely in the Court, under Louisiana law without regard to its conflicts of law provisions. All Parties waive the right to a jury trial. In the Court's discretion, the prevailing Party in any dispute arising from this Agreement may be awarded reasonable attorney's fees.
- 9.7 Complete Agreement. This Agreement and any exhibits, together with any addenda, set forth the entire agreement of the Parties with respect to Services hereunder, and any prior or contemporaneous promotional fund grant agreements, promises, conditions or understandings are superseded and/or replaced with this Agreement.
- 9.8 Modification. No provision of this Agreement may be changed unless the change is set forth in a written amendment to this Agreement signed by the Parties.
- 9.9 No Waiver. If a Party waives compliance with any term or condition of this Agreement, it shall be not deemed a waiver of any other right, nor to permit less than strict compliance with any term or condition on any future occasion.
- 9.10 Governing Law: Severability. This Agreement shall be governed by and construed in accordance with the law of the State of Louisiana without reference to its conflict of laws principles. To the extent that any provision is found to be unenforceable or invalid, then such provision shall be ineffective only to the extent of such unenforceability or invalidity, and shall not affect the enforceability or validity of any other provision of this Agreement.
- 9.11 Notices. All notices and correspondence required to be given by this Agreement shall be delivered by hand or certified mail, return receipt requested and postage pre-paid, or by a nationally recognized courier service, or by facsimile transmission, and be addressed as follows:

If to Claims Administrator and/or Settlement Trust:

Patrick Juneau
935 Gravier St.
Suite 1905
New Orleans, LA 70112
Phone: 504-934-4920
Fax: 504-934-4998
Email: mjj@dheclaims.com

If to Grantee:

Phone:
Fax:
Email:

- 9.12 Counterparts. This Agreement may be executed in one or more counterparts which taken together shall constitute one single agreement between the Parties.
- 9.13 Independent Contractors. Grantee is an independent contractor. No Party to this Agreement is an agent, representative, joint venturer, or partner of any other Party. No Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, any other Party. Each Party shall bear its own costs and expenses in performing the Agreement. Grantee shall be responsible for the payment of all fees, wages and/or salaries payable to Grantee personnel and for providing Grantee personnel with any fringe benefits to which they are entitled by reason of being an employee or contractor of Grantee. Grantee shall comply, at its expense, with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal social security law, the Fair Labor Standards Act and all other applicable federal, state and local laws and regulations relating to terms and conditions of employment required to be fulfilled by employers. Grantee shall comply with all applicable occupational health and safety laws, standards and requirements pertaining to the Services, including, but not limited to, OSHA standards and analogous state standards for work performed under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement which shall be effective on the date first above-written, to be executed on their behalf by the undersigned duly authorized individuals.

Settlement Trust

By:

Signature

Patrick Juneau
Printed Name

Trustee
Printed Title

Date

Grantee:

Signature

Printed Name

Printed Title

Date

Claims Administrator

By:

Signature

Patrick Juneau
Printed Name

Claims Administrator
Printed Title

Date

Schedule 1

Description of Services

Based upon the marketing plan submitted, the following deliverables must be submitted for project completion:

The Santa Rosa County Tourism Development Council will implement a spring 2016 television and cable television marketing campaign to include the airing of commercials in Birmingham, Baton Rouge, Atlanta, Columbus, Georgia, Nashville and Little Rock.

Deliverables for the project include:

1. Submit quarterly reports that outline the marketing activities that occurred during the quarter, beginning February 1, 2016.
2. Submit copies of the television and cable commercials on a disk or flash drive that aired in each market. Note: Links to emails, YouTube or other websites are not sufficient deliverables.
3. Submit copies of the flight schedules obtained from each television/cable station showing the times and dates the commercials aired.
4. Submit a final wrap-up report that summarizes the project and ensures that all of the deliverables are submitted.