



P.O. Box 2451 ♦ DAYTONA BEACH, FL 32115-2451 ♦ (386) 671-8180

Robert Abraham
Chairman
Kelly White
Commissioner
Sheryl A. Cook
Joseph H. Hopkins
Stacey Lipton

AGENDA

Thursday, February 16, 2012 8:00 a.m.
Development Services Conference Room 2

NOTICE – If any person decides to appeal any decision of the Downtown Development Authority at this meeting, they will need a record of the proceedings. Interested persons may wish to ensure that a verbatim record of the proceedings before the Board is made, including any testimony or evidence presented to the Board. The City does not prepare or provide a verbatim record of Board proceedings.

SPECIAL MEETING

1. **Call to Order**
2. **Roll Call**
3. **Contract Approval: Gold & Associates, LLC for Marketing Services**
4. **Discussion: Downtown Marketing Tactical Plan**
5. **Public Comments**
6. **Adjournment**

Please note: the meeting will be in a different room



AGENDA ITEM: 3

THE CITY OF DAYTONA BEACH

REDEVELOPMENT DIVISION

POST OFFICE BOX 2451
DAYTONA BEACH, FLORIDA 32115-2451
PHONE (386) 671-8180
Fax (386) 671-8187

MEMORANDUM

DATE: February 16, 2012

TO: Downtown Development Authority Members

FROM: Jason Jeffries, Project Manager

SUBJECT: Gold & Associates Contract

Attached is the contract with Gold & Associates for marketing services for the DDA's approval. The contract provides for Gold's services to be divided into two phases, which include the following:

- Phase 1: tactical & strategic planning; website development & graphic design for a total of \$33,500.
- Phase 2: ongoing monthly marketing services to implement the strategic marketing plan for a monthly fee of \$1,000.

The DDA has \$42,750 budgeted in the Downtown Marketing line item for Fiscal Year 2011/12. The DDA has already committed \$7,500 (approved 7/26/11) to See Magazine for the In-Room Concierge Book; \$4,735 (approved 9/26/11) to Bullseye Marketing, LLC for developing the Downtown email list; \$625 (approved 10/25/11) to Resort Maps; and \$3,500 (approved 1/24/12) to Bullseye Marketing, LLC for the Wine 'n Chocolate Walk. There is \$26,390 available in the Downtown Marketing line item for the remainder of FY 2011/12.

To fund the \$33,500 cost of the first phase of the contract, \$7,500 will need to be transferred from the Main Street Program Administration budget line item. Currently \$17,500 is budgeted in this line item.

MARKETING CONSULTANT SERVICES CONTRACT

The Parties to this Contract are the **City of Daytona Beach Downtown Development Authority (the "DDA")**, and **Gold & Associates, Inc.**, a Florida Corporation ("GOLD").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. GOLD will provide an array of integrated marketing services to the DDA to assist the DDA in the promotion of Daytona Beach's "Downtown Area" which is generally the area designated by the DDA charter.

Exhibit A, attached hereto and incorporated herein by reference, describes GOLD's services in further detail. Exhibit A divides GOLD's services into initial or "Phase I" services that GOLD will promptly commence, and Optional or Phase II services that GOLD will only provide when and if the DDA provides GOLD a written notice to commence such services. The DDA will notify GOLD that the DDA has opted to obtain Phase II services on or before August 31, 2012. Upon receipt of DDA's notice that DDA has opted to obtain Phase II services, GOLD will have 10 days to provide DDA notice that GOLD is terminating this Contract. If GOLD provides such notice this Contract will expire at the conclusion of Phase I services, and GOLD will have no rights or obligations as to Phase II. If GOLD does not provide DDA such notice, GOLD will commence providing the Phase II services effective October 1, 2012.

Unless approved in advance by a change order properly issued in accordance with applicable DDA ordinances and policies, GOLD shall not be compensated for the performance of any services not described in Exhibit A.

All reports, estimates, logs, and other materials furnished, prepared or executed by GOLD during the term of and in accordance with the provisions of this Contract will be the property of the DDA and delivered to the DDA upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

Section 2. Payment. For the Phase I services to be provided, the DDA will pay GOLD a Phase I Fee of up to \$33,500.00. This fee is further described in Exhibit A.

If the DDA elects to have GOLD provide Phase II services, the DDA will pay GOLD a monthly fee of \$1,000, plus reimburse GOLD for certain expenditures associated with these services and identified in Exhibit A.

No additional compensation will be due GOLD under this Contract for any reason. Except to the extent that Exhibit A specifically provides for the DDA's reimbursement of GOLD's costs and expenses, GOLD's will fully bear those costs and expenses.

Section 3. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including City of Daytona Beach ordinance, payment terms and conditions are as follows:

(a) No payment will be due for services performed until GOLD submits a proper invoice to the DDA. As to Phase I services, GOLD may invoice the DDA for one-half of the Phase I Fee at any time after the Effective Date and the remainder of the Phase I Fee upon completion of all Phase I Tasks. As to Phase II services, GOLD will commence invoicing the DDA no sooner than 30 days after receipt of the notice that the DDA has elected to obtain such services.

(b) In order to be considered to be proper, GOLD's invoice must include all information that the DDA may need to verify the accuracy of the invoice and the amount of payment due, including any deliverables required as a condition for payment and documentation of reimbursable costs and expenses (where authorized) incurred by GOLD.

(c) DDA will pay the initial invoice submitted for one-half of the Phase I Fee within 15 business days after receipt/ As to all other invoices submitted, DDA will either notify GOLD that the invoice is improper or pay GOLD the amount due within 30 days of receipt.

Section 4. Standard of Performance. GOLD's services will at a minimum meet the level of care and skill ordinarily used by members of GOLD's occupation/profession performing the type of services provided herein within the State of Florida.

Section 5. Relationship Between Parties. This Contract does not create an employer-employee relationship between the DDA and GOLD. GOLD is an independent contractor of the DDA and will be in control of the means and the method in which the requested work is performed. As an independent contractor, GOLD will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and GOLD agrees to indemnify and hold harmless the DDA from any obligations relating to such taxes. The DDA will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 6. Term. This Contract will commence on the Effective Date, being the first date on which both Parties have signed below (hereinafter the "Effective Date") and, unless the DDA elects to obtain Phase II services, this contract will terminate on September 30, 2012. If the DDA elects to obtain Phase II services, this contract will terminate on June 30, 2015, provided that the DDA may extend this contract for an additional two years.

Section 7. Termination.

(a) The DDA may terminate this Contract, in whole or in part, at any time, either for the DDA's convenience or because of the failure of GOLD to fulfill its contractual obligations, by providing GOLD notice of termination. Upon receipt of notice, GOLD will immediately discontinue all services affected unless the notice directs otherwise, and deliver to the DDA all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by GOLD in performing this Contract, whether completed or in process.

(b) If the termination is for the DDA's convenience, GOLD shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of GOLD to fulfill its contractual obligations, the DDA may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, GOLD shall be liable to the DDA for all reasonable additional costs occasioned to the DDA thereby, unless the failure is due solely to a force majeure event.

(d) If after notice of termination for GOLD's failure to fulfill contractual obligations it is judicially determined that GOLD had not so failed, the termination shall be conclusively deemed to have been effected for the DDA's convenience. In such event, adjustment in payment to GOLD shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of DDA provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 8. Indemnification. GOLD indemnifies and holds harmless the DDA, the City of Daytona Beach, and their respective including the officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of GOLD, and GOLD's officers, employees, and agents including subcontractors and other persons employed or utilized by GOLD in the performance of the contract.

Section 9. Insurance. GOLD will provide and maintain at GOLD's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section, primary and non-contributory with the City's/DDA's insurance.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of GOLD, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including (i) **Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring GOLD and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by GOLD in the performance of this Contract.

THE LIABILITY INSURANCE POLICIES SHALL NAME THE DDA AND THE CITY OF DAYTONA BEACH AS ADDITIONAL INSURED. The limit of liability for each policy shall be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$1,000,000. The Risk Manager for the City OF Daytona Beach may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(b) Proof of Insurance. GOLD will furnish proof of insurance acceptable to the City's Risk Manager prior to or at the time of execution of this Contract. GOLD will not commence work until all proof of such insurance has been filed with and approved by the Risk Manager. GOLD will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates. If requested by the Risk Manager, GOLD will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the Risk Manager.

(c) Notice of Cancellation. GOLD must notify the DDA of cancellation as soon as knowledge of cancellation is obtained, by providing notice to the Risk Manager, the City of Daytona Beach, P.O. Box 2451, Daytona Beach, Florida 32115-2451.

(d) Replacement Required. GOLD will file replacement certificates 30 days prior to expiration of termination of the required insurance occurring prior to the acceptance of the work by the DDA. In the event such insurance will lapse, the DDA expressly reserves the right to renew the insurance at GOLD'S expense.

(e) Termination of Insurance. GOLD may not cancel the insurance required by this Contract until the work is completed, accepted by the DDA and GOLD has received written notification from the Risk Manager of the City that GOLD may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Manager of the City will provide such written notification at the request of GOLD if the request is made no earlier than two weeks before the work is to be completed.

Section 10. Notices/Designated Representative. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a

receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the DDA:	Robert Abraham, Chair The City of Daytona Beach Downtown Development Authority 301 S. Ridgewood Avenue Daytona Beach, FL 32114 Email: robertabraham@mindspring.com	To Gold:	Keith Gold 6000-C Sawgrass Village Circle Ponte Vedra, FL 32082 Fax: (904) 285-1579
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w/copy to: Jason Jeffries
Project Manager
The City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, FL 32114
Email: jeffriesj@codb.us

Reed Berger
Redevelopment Director
The City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, FL 32114

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

The person first listed above who is required to receive DDA's notice, and any person whom DDA may hereafter designate in place of such person, will be the DDA's designated representative hereunder; provided, however, that in all instances the DDA Board may act as the designated representative.

Section 11. Personnel. In order to induce the DDA into entering this Contract, GOLD represents that **Jennifer Pallai** will generally perform or directly supervise the tasks assigned to GOLD herein. GOLD represents that GOLD has or will secure at GOLD's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the DDA.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

None of the services to be provided pursuant this Contract will be subcontracted without the DDA's prior review and written approval.

Section 12. DDA's Responsibilities. The DDA agrees to make available for review and use by GOLD, reports, studies, and data relating to the services. The DDA will establish a project manager to meet periodically with GOLD to facilitate coordination and ensure expeditious review of work product.

Section 13. Limitation on Waivers. Neither the DDA's review, approval, or acceptance of, or payment for, any of the services provided by GOLD, shall be construed to operate as a waiver of the DDA's rights under this Contract. GOLD shall be and always remain liable to the DDA in accordance with applicable law for any and all damages to the DDA caused by GOLD's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the DDA to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the DDA at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed

as a waiver or relinquishment of the DDA's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 14. General Terms and Conditions.

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the DDA's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, GOLD will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Contract and will entitle the DDA to terminate this Contract immediately upon delivery of written notice of termination to GOLD.

(d) **Truth in Negotiations Certificate.** GOLD hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) **No Third Party Beneficiaries.** There are no third party beneficiaries of GOLD'S services under this Contract.

(f) **Contingency Fee.** GOLD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for GOLD, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for GOLD, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) **Nondiscrimination.** GOLD will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. GOLD will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, GOLD agrees to comply with all local, state and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, GOLD agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Unless specifically provided hereunder, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** In the event that fire, riots or civil commotion, acts of government or government immobility (whether federal, state or local) war, acts of God or contingencies beyond the reasonable control of a Party (hereinafter, "force majeure event") interfere with or prevent the fulfillment by such Party of its obligations hereunder, such obligations will be suspended until such time as such

contingency or contingencies have terminated. Each Party will promptly notify the other upon becoming aware that any such contingency or contingencies have occurred or are likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind GOLD.** The undersigned representative of GOLD represents and warrants the he or she is fully authorized to bind GOLD to the terms and conditions of this Contract.

(n) **Incorporation of RFP and Proposal.** RFP No. #1112-3040, and GOLD's Proposal in response to the RFP dated October 31, 2011, are incorporated into this Contract by reference.

(o) **Conflicts.** In case of conflicts between the Contract Documents the order of precedence is as follows: this Contract, Exhibit A, GOLD's Proposal, and RFP No. #1112-3040.

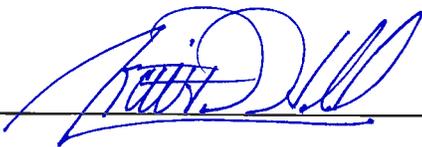
(p) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original on the dates referenced below.

The DDA

GOLD

By: _____
Robert Abraham, Chair

By:  _____

Printed Name: KEITH GOLD

By: _____
Sheryl Cook, Vice Chair

Title: PRESIDENT/CEO

Date: 02-14-12

By: _____
Kelly White, Commissioner

Date: _____

EXHIBIT A: SCOPE OF SERVICES

IN GENERAL

The specific requirements, deliverables, timelines, and costs for performing the various Phase I and II services are as follows:

PHASE I SERVICES

A. Task I - Tactical/Strategic Planning

1. GOLD will develop a detailed, strategic, research-backed Tactical Plan for DDA's use. The intent of the Plan is to achieve DDA marketing objectives for a minimum period including the remainder of the 2011-2012 Fiscal Year ending on September 30, 2012 and all of the 2012-2013 Fiscal Year ending September 30, 2013. GOLD will complete the Tactical Plan at a cost of \$12,000. While GOLD estimates that completion of the Plan is estimated to take at least twice as much agency time to complete as GOLD would otherwise charge based on GOLD's standard rates, GOLD is willing to complete this Task at the cost stated in order to help make the Plan a success.
2. This Task includes the following:
 - Strategic Questionnaire Completion;
 - Initial Campaign Concept Development (including testing);
 - Campaign Messaging/Branding;
 - Advertising, Collateral, Co-op, D.M., Interactive, P.R., Social and Web Plans;
 - Primary/Secondary Research; and
 - Campaign Measurements.
 - Initial Annual Strategic Plan (see Phase II) for the 2012/13 Fiscal Year.
3. GOLD will complete this Task within approximately 45 days commencing on Effective Date. Specific deadlines are as follows:
 - DDA to complete Strategic Questionnaire within 30 days after the Effective Date
 - GOLD to complete receipt of input from Merchants/Stakeholders within 30 days after the Effective Date
 - Plan Presentation of written Plan and PowerPoint to D.D.A./Merchants/Stakeholders within 45 days after Effective Date.

B. Task II - Website Development

1. GOLD will create a new website for the DDA that shares the benefits, attributes, promotions, news and more with audiences. The merchant map and business listings from the DDA will be used. DDA provides for the hosting of the web site. GOLD will complete website development at a cost of \$12,000.
2. This Task includes:
 - Site Plan/Map Design;
 - Development of multiple screen design and layout options for DDA's selection;
 - Copywriting;
 - Production/Programming/S.E.O.;
 - Securing Hosting; and
 - Site Testing/Launch/Training.

This Task includes use of keyword research, URL submissions to search engines and popular directories and development of a link creation campaign, to drive traffic and further boost search engine visibility.

3. GOLD will complete this Task within approximately 75 days after the Effective Date. Specific deadlines are as follows:
 - GOLD to create initial Site Plan/Map within 30 days after Effective Date;
 - GOLD to complete receipt of input from DDA and Merchants/Stakeholders within 30 days after Effective Date;
 - GOLD to complete Site testing and present to DDA within 60 days after Effective Date;
 - GOLD to replot Site and assist DDA in launching Site within 75 days after the Effective Date; and
 - GOLD to provide client training to DDA board and staff within 75 days after the Effective Date.

C. Task 3 – Graphic Design

1. GOLD will create the final digital art and copy for the offline/online tools identified in the Tactical Plan for the 2011-2012 Fiscal Year at a cost of \$7,500. These tools include a Shopping Brochure, Discount Card, E-blast/E-newsletter, Social Media Pages and Offline Advertising. GOLD will create these tools using those layouts and designs that the DDA ranked highest during the development of the Tactical Plan.
2. GOLD will commence this Task upon DDA's acceptance of the Tactical Plan and complete the task within 30 days thereafter.

PHASE II SERVICES

- A. If GOLD provides Phase II services, GOLD will expend up to 55 hours per month to provide the following:
 1. **ANNUAL STRATEGIC MARKETING PLAN.** Annually on or before June 1, GOLD will provide the DDA a proposed strategic marketing plan for the following fiscal year. The purpose of the proposed plan is to assist the DDA in developing its annual budget for the following fiscal year. The proposed plan will be consistent with the Tactical Plan and will describe in reasonable detail the proposed marketing efforts, including seasonal marketing campaigns, event-based marketing efforts, ongoing marketing efforts, and any other marketing strategies recommended by GOLD. The plan will include recommended media placement costs. The plan will reasonably reflect the input of Downtown Area merchants. It is anticipated that DDA's designated representative will assist GOLD in obtaining such input by arranging for meetings and workshops as necessary.
 2. **GENERATION OF MEDIA PLACEMENTS.** GOLD will generate the following Media Placements on an ongoing basis, based upon the DDA's adopted budget and approved annual strategic marketing plan:
 - a. **SOCIAL NETWORK ADS:** GOLD will develop Facebook notices and advertisements. GOLD's responsibilities include Ongoing Copywriting, Banner Ad Development, and Monthly Reporting.
 - b. **ON-LINE ADVERTISING (SEM):** GOLD will prepare search engine ads that direct prospects to the website and further establish the Downtown Area as a desirable destination. GOLD's responsibilities include Investigating Words/Trends, Ongoing Copywriting, Negotiating Media/Placement (subject to DDA approval, below), and Monthly Reporting.
 - c. **OFF-LINE ADVERTISING:** GOLD will produce flighted broadcast and print media to generate event awareness, as well as to support DDA's public relations efforts. These tools

will primarily promote initiatives like the Farmer's Market, along with DDA approved Downtown events. GOLD's responsibilities include Ad Sizing/Modifications; Negotiating Media/Placement; Daily Monitoring/Maintenance; Ad Customization; and Monthly Reporting.

3. **WEB SITE OPTIMIZATION:** GOLD will, at a minimum, provide regular monitoring of web site; investigation of trends including evaluation of traffic, keyword usage and ranking; evaluation of URL submissions to search engines and any web links created. Based on these efforts GOLD will make recommendations as to reasonable revisions to keyword usage, URL submissions, web link usage, and other aspects of DDA's web site to enhance their effectiveness consistent with the Tactical Plan. At the DDA's direction shall implement any web site revisions.
4. **SOCIAL MEDIA SITE OPTIMIZATION:** GOLD will provide ongoing social media site optimization services to help build a community of interested guests and prospects. GOLD's services will include page development, investigating trends, media strategy, and ongoing monitoring/maintenance services, including providing content. Based on these efforts GOLD will make recommendations as to reasonable revisions to the social media sites in use in order to enhance their effectiveness consistent with the Tactical Plan. At the DDA's direction shall implement any web site revisions.
5. **INTERACTIVE/DATABASE MARKETING:** GOLD will prepare e-blasts highlighting DDA and Downtown Area merchant news. GOLD's responsibilities include Information Collection, Programming, Copywriting, Distribution, and Monthly Reporting.
6. **BROCHURE UPDATES:** GOLD will prepare graphic updates to DDA brochures as necessitated by changes in event or merchant information as directed by the DDA. GOLD's responsibilities include Copywriting and Graphics (subject to DDA approval).
7. **PUBLIC/MEDIA RELATIONS:** GOLD will develop press releases, story ideas, and feature stories to send to news writers and editors. GOLD will also provide a list of monthly activities in the Downtown Area is distributed to online and offline calendars of events. GOLD's responsibilities include Copywriting; Story Generation/Distribution/Placement; and Monthly Reporting.
8. **CLIENT COMMUNICATION:** GOLD will communicate frequently as needed with DDA's designated representative regarding ongoing implementation issues.
9. **DDA REPORTING:** GOLD will provide monthly reporting of its Phase II activities, including an accounting of all costs and provision of invoices, and will meet with the DDA on at least a quarterly basis.

B. PHASE II FEES AND COSTS

1. **MONTHLY FEE.** Except for certain expenses identified below, GOLD's sole compensation for provision of the Phase II services will be a \$1,000 per month.
2. **REIMBURSEMENT; CONDITIONS.** Reimbursement will be limited to GOLD's actual, out-of-pocket costs including sales tax if applicable) paid to third parties for printing or "buys" of advertisement placement of the various marketing tools; provided, however, that prior to committing to such costs (i) GOLD will obtain competitive quotes, including where applicable from media printers located within the Downtown Area, and (ii) DDA's designated representative must approve the quoted cost.

STRATEGIC MARKETING PLAN OUTLINE FOR DOWNTOWN DAYTONA BEACH

Prepared by GOLD • Tuesday, November 22, 2011

Updated Friday, January 27, 2012

I. EXECUTIVE SUMMARY

- A. Plan Overview
- B. Downtown Daytona Beach Brand
- C. Downtown Daytona Beach Message
- D. Downtown Daytona Beach Strategy
- E. Downtown Daytona Beach Marketing Budget
 - Method;
 - Funding Sources; and
 - Amount.

II. PLAN INTRODUCTION

- A. Explanation of Contents
- B. Brand Definition
- C. Downtown Daytona Beach Aims and Objectives (*to be Considered*)
 - Brand Awareness;
 - Business;
 - Economic Development;
 - Financial;
 - Marketing;
 - Media Value;
 - Merchant;
 - Promotional;
 - Residential; and
 - Travel/Tourism.
- D. Competitive Set
 - Market Definition and Segments; and
 - Competition and Competitive Spending.

III. SITUATIONAL ANALYSIS

- A. S.W.O.T
- B. Market Analysis

IV. MESSAGE STRATEGY

- A. Audience Definitions
 - Audience Segments (*Area Residents, Leisure Travelers, Stakeholders, Influencers*);
 - Demographics/Psychographics; and
 - Merchant Profiles (Including their Customer Profiles).
- B. Unique Selling Proposition (USP)
 - Value Proposition.
- C. Message
 - Support; and
 - Tone and Attitude.

STRATEGIC MARKETING PLAN OUTLINE FOR DOWNTOWN DAYTONA BEACH

Prepared by GOLD • Tuesday, November 22, 2011

Updated Friday, January 27, 2012

V. BRANDING ELEMENTS

- A. Nomenclature Set
- B. Brand/Graphic Identity
- C. Themeline/Slogan

VI. TACTICAL PLAN

- A. Campaign Concepts (*to be Tested*)
- B. Tools and Tactics (*to be Considered*)
 - Campaign Measurement;
 - Collateral Material;
 - Direct Marketing;
 - Direct Sales;
 - E-Marketing/Interactive;
 - Guerilla Marketing;
 - Mobile Marketing;
 - Offline/Online Media;
 - Out-of-Home Media;
 - Public/Media/Community Relations;
 - Relationship/Association Marketing;
 - Research (*Primary/Secondary*);
 - Signage;
 - Social/Viral Marketing;
 - Special Events/Promotions; and
 - Website/Web Marketing.
- C. Plan Tracking and Measurements (*to be Considered*)
 - Awareness;
 - Foot Traffic/Attendance;
 - Merchant;
 - Online;
 - Offline; and
 - Sales Tax.

VII. FINANCIAL PLAN

- A. Methodology
- B. S.W.A.G.
- C. Budget Breakdown
- D. Funding Sources and Allocations (*to be Considered*)
 - Taxes;
 - Memberships; and
 - Co-op Participation.

VIII. IMPLEMENTATION PLAN

- A. Calendar of Activities
- B. Flow Chart

STRATEGIC MARKETING PLAN OUTLINE FOR DOWNTOWN DAYTONA BEACH

Prepared by GOLD • Tuesday, November 22, 2011

Updated Friday, January 27, 2012

IX. MISCELLANY

- A. Marketing Partnerships
- B. Stakeholder and Vendor Agreements
- C. Plan Recap

ADDENDUM

- A. Research Findings
- B. Data Sources

STRATEGIC QUESTIONNAIRE FOR DOWNTOWN DAYTONA BEACH

Prepared by GOLD • Wednesday, November 30, 2011

Updated Friday, January 27, 2012

OVERVIEW

The following are a number of the key questions that we would like to review with the Downtown Development Authority, area merchants and other stake holders prior to the development of a Strategic Marketing Plan (SMP). Your thoughtful response to each will provide GOLD with the information necessary to develop a plan to effectively accomplish the marketing goals and objectives of Downtown Daytona Beach. Further analysis and discussion with all parties concerned will be built upon this solid foundation. Thank you for your time and careful consideration of this questionnaire.

Questionnaire

I. DOWNTOWN DAYTONA BEACH AUDIENCES & COMPETITION

A. Please define the key target audience groups that Downtown Daytona Beach must reach to stimulate visitation, utilization and to stimulate overall economic growth and traffic to merchants and other area business establishments:

- *What percentage of your overall audience universe do various groups presently comprise (i.e., residents, travel/tourism, local industry/business, et cetera)?*
- *Please provide the geographical origins and demographics of these audience segments:*
 - *Area Residents:*
 - *Local Industry/Business:*
 - *Travel/Tourism:*
 - *Others:*
- *What level of knowledge and brand recognition do prospects have about the merchants and other businesses located in Downtown Daytona Beach (e.g., prospective guests, businesses, influencers and stakeholders)?*
- *Of those prospects with some level of awareness, how did they first learn about the attributes and amenities of the City's downtown area and merchants (e.g., reputation, word of mouth, advertising, special events, direct mail, news stories, personal contacts, Website, et cetera)?*
- *What do you suppose prospects will like the most and least about Downtown Daytona Beach, relative to other areas they may be more familiar with (i.e., the location itself, the shops, the services and amenities, the special events, the business environment, et cetera)?*

Page 1 of 7

STRATEGIC QUESTIONNAIRE FOR DOWNTOWN DAYTONA BEACH

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Questionnaire (Continued)

B. Please identify your key competitors:

- *What other areas do you perceive to be your primary competitors, and what are their strengths and weaknesses relative to yours? (e.g., competitors for shopping, dining, special events, tourism, business use and more.)*
- *What level of awareness do your prospects have about these competing areas? (Do they have only name recognition, or do they have service awareness and brand preference as well?)*
- *How do these competitors promote themselves? (What makes their approach different than that of Downtown Daytona Beach?)*
- *What are the primary characteristics, features and benefits of Downtown Daytona Beach, versus those of your competitors, that your guests may be motivated by?*

II. DEFINING DOWNTOWN DAYTONA BEACH

A. Define Downtown Daytona Beach as a place for:

- *Residents to dine, shop and have fun?*
- *Leisure travelers to spend part of their vacation?*

B. Explain the “competitive edge” of Downtown Daytona Beach:

- *In terms of shopping, dining, special events, location, attitude and more.*

C. Aside from critical awareness-building and special promotions, what other essential functions do merchants expect the Downtown Development Authority and its agency to perform?

D. Explain how Downtown Daytona Beach should be showcased:

- *Please provide examples of merchants that are successfully operating in Downtown Daytona Beach. (What has made this merchant so successful?)*
- *What are the most visually appealing locations in the downtown area to showcase in new marketing materials? (Those that are the most attractive to prospects.)*

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Questionnaire (Continued)

III. DOWNTOWN DAYTONA BEACH SITUATION

A. Please indicate the Downtown Development Authority's level of marketing success in recent years:

- *In 2010 and 2011, how successful has Downtown Daytona Beach been at promoting area businesses? (What were the primary marketing tactics used to accomplish this?)*
- *How robust were merchants' businesses in 2010–2011 in Downtown Daytona Beach?*
- *How robust was visitation to Downtown Daytona Beach in 2010–2011 and what measurements were used to evaluate this success (e.g., revenue, foot traffic, sales tax, et cetera)?*
- *How do these results relate to those of the last five to ten years? (What impact has the economic downturn, weather events, gas prices, store closings and other factors had on businesses and business growth in the area?)*

B. Please review the business strengths and shortcomings of Downtown Daytona Beach:

- *What are the primary strengths and benefits of Downtown Daytona Beach to present and future merchants (e.g., location, promotions, the amount of foot traffic, et cetera)?*
- *What are the primary business, residential and tourism amenities of Downtown Daytona Beach (i.e., waterfront location, unique shops and restaurants, easy or adequate parking, special events, et cetera)?*
- *What are the area's business shortcomings (e.g., awareness, any negative perceptions, few accommodations nearby for tourism, distance from residential areas, limited foot traffic, et cetera)?*

C. Please indicate what your marketing expectations and projections are:

- *What do you want your new marketing communications program to accomplish overall? (Please be specific regarding the amount of visitation, marketing inquiries, sales tax increases or other units of measurement.)*

Page 3 of 7

STRATEGIC QUESTIONNAIRE FOR DOWNTOWN DAYTONA BEACH

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- *How has your marketing communications success been measured in the past (i.e., foot traffic, phone calls, e-mails, Web visitation, social media fans/friends/ likes, et cetera)? How should this change in the future, if at all?*
- *What reaction do you expect from those who hear the name “Downtown Daytona Beach”, or “Shop Downtown Daytona Beach?” (What reaction do you expect from those who come in contact with the area’s marketing messages and materials for the very first time?)*
- *What level of visitation (unique and otherwise) has been achieved to your Web site? (What analytics are conducted? Who visits the site the most? What should the visitation be like in the future? What percentage of visitors request additional information?)*
- *What is your current level of co-op participation? (Do you “joint-market” with anyone, such as the Chamber of Commerce, the CVB, the County, vendors who support the current merchants, media vendors, grants, et cetera? If so, what is their level of participation and how much money do they contribute?)*
- *How is the greater Daytona Beach area overall positioned for growth in 2012? (What geographic areas offer the greatest potential and why?)*
- *What marketing concepts have been used (or merely presented) in the past that should be considered in the future?*

D. Please indicate any additional challenges that Downtown Daytona Beach may be facing over the next few years?

- *How do you believe the D.D.A. marketing budget compares to those of your competitors? (Do others have a larger “share of voice” among target constituents?)*
- *What is the crime rate in the Downtown Daytona Beach area? (How safe do business owners and guests feel?)*

Page 4 of 7

STRATEGIC QUESTIONNAIRE FOR DOWNTOWN DAYTONA BEACH

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Questionnaire (Continued)

IV. TACTICS & STRATEGY FOR DOWNTOWN DAYTONA BEACH

A. Please describe the marketing communications tools and objectives that drive your current growth strategy: *(Please provide copies of any current and past communications materials.)*

- Describe your current offline advertising plan? *(What print, broadcast and/or outdoor media have you utilized to reach your target audiences? Has it been successful? How has this success been measured?)*
- Describe your online advertising plan? *(What dot com and/or search advertising have you placed? Has it been successful? How has this success been measured?)*
- Describe your mobile marketing plan? *(Is it for all mobile devices? Has it been successful? How has this success been measured?)*
- Describe your social media plan? *(What social networks are you on? Has it been successful? How has this success been measured?)*
- Describe your database marketing plan? *(How large is your present database? Has it been successful? How has this success been measured?)*
- Describe your direct marketing plan? *(What mailers have you distributed? Has it been successful? How has this success been measured?)*
- Describe your branding plan? *(Beyond your new logo, what is your overall marketing message or theme?)*
- Describe your interactive plan? *(How do you communicate interactively with your various constituencies? How has this been received by each?)*
- Describe your public relations and community relations plans? *(What positive media coverage has been generated in the recent past? What is the annual “media value” of such coverage?)*
- What role do special events play in attracting new guests downtown? *(Do you believe there is potential to expand on this tactic?)*
- What research has been conducted in the past?
- What would you ideally like changed about each tool/tactic that has been employed to date and why? *(What would be your objectives for each in the future?)*

Page 5 of 7

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- *What image do you feel your current communications vehicles communicate, and why (i.e., your signage, business papers, brochures, advertisements, Website, special promotions and more)?*
- *What tools, tactics and vehicles have you always wanted to employ, but have not? (Are these tools, tactics and vehicles employed by your competitors?)*

B. Please describe your intended marketing communications message:

- *What is your main idea? (Your “Unique Selling Proposition” or USP, or the “Value Proposition” that you wish to communicate overall.)*
- *How should this change for each product offering?*
- *How should this vary among your various target audiences (e.g., merchants, residents, tourists, influencers, stakeholders, et cetera)?*
- *How is your main idea different from those of your competitors? (Will that of Downtown Daytona Beach stand out? How do competitors position themselves?)*
- *What is the tone, attitude or brand personality that should be projected in all Downtown Daytona Beach campaign materials (e.g., unique, fun, relaxed, sophisticated, exciting, artistic, et cetera)?*
- *Is there a Downtown Daytona Beach “look” or “feel” that should be continued? (e.g., sophisticated, fun, exciting, artistic, et cetera)?*
- *What are the key branding elements that you would like to see in all Downtown Daytona Beach marketing materials (i.e., logos, images, messages, phrases, colors, typefaces, URLs, e-mail addresses, et cetera)?*

C. How have your target audiences responded to the following for Downtown Daytona Beach in the past?

- *To your Website?*
- *To your online and offline advertising? (Please specify the media type used.)*
- *To your collateral and e-marketing material? (Please specify what has been used.)*

Page 6 of 7

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- *To your direct mail/database marketing?*
- *To your social/mobile marketing?*
- *To your public/media/community relations efforts?*
- *To your special events?*
- *To other tools and tactics?*

V. YOUR RESEARCH

A. Please review the research tools and tactics that you have employed (or wish to):

- *What types of research have you used to measure the success of your marketing efforts (i.e., foot traffic, responses, direct mail surveys, personal interviews, telephone interviews, focus groups, tracking studies, et cetera)?*
- *Have you ever pretested your marketing communications before? (If so, what techniques were employed?)*
- *Do you track response rates regularly for your direct marketing efforts (e.g., visits to your Web site, social media fans/friends/likes, or other aspects of your marketing efforts)?*
- *Do you have any psychographic data regarding your target audiences (e.g., attitudinal, lifestyle, et cetera)?*

B. Do you see market research as having the potential to:

- *Assist Downtown Daytona Beach in the development of short-term and long-term Strategic Marketing Plans? (If not, why?)*
- *Assist Downtown Daytona Beach in the development of marketing programs and materials? (If not, why?)*
- *Assist Downtown Daytona Beach in the identification of new guests or increasing utilization by past guests? (If not, why?)*
- *What other items would you like answers to, or would like to evaluate, in primary research?*

Thank you for your assistance in this process!

Page 7 of 7