

DOWNTOWN DEVELOPMENT AUTHORITY

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

Michael O. Sznajstajler
Chairman
Quanita May
Commissioner
Sheryl A. Cook
Joseph H. Hopkins
Tammy M. Kozinski

AGENDA

SPECIAL BOARD MEETING

Friday, September 3, 2021 3:30 p.m.
Conference Room 149-B

NOTICE – Pursuant to Section 286.0105, Florida Statutes, if any person decides to appeal any decision made by this Board at this public meeting, such person will need a record of the proceedings and, for that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.

	For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 671-8023		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.
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In accordance with the Americans with Disabilities Act (ADA), persons with a disability needing a special accommodation to participate in the Board meeting should contact the City Clerk's Office, 301 S. Ridgewood Ave, Room 210, Daytona Beach, FL 32114, Ph: (386) 671-8023, Email: clerk@codb.us not later than 72 hours prior to the proceedings. If you are hearing or voice impaired contact the relay operator at 1-800-955-9771.

1. **Call to Order**
2. **Roll Call**
3. **Reports & Presentations**
 - a. Marketing Contract with Gold & Associates
 - b. Farmers' Market Discussion
 - c. FY2022 Proposed Budget
4. **Public Comments**
5. **Board Comments**
6. **Adjournment**

RIVERFRONT SHOPS OF DAYTONA BEACH STRATEGIC MARKETING CONTRACT OPTIONS

Prepared by GOLD Marketing • Tuesday, August 3, 2021

Current Marketing Contract Services: \$3,750/Month

There are numerous marketing services that GOLD provides for a flat monthly fee on an ongoing basis that are considered in the agency's contract with the DDA. **Importantly, all media and production costs are billed to the city net. GOLD receives no commissions whatsoever.**

STRATEGIC MARKETING SERVICES

- Strategic Marketing Plan Development and Management (*Ongoing*);
- Tactical Plan Monitored, Updated, and Reported (*Monthly*);
- Marketing Analysis & Presentations (*Monthly*);
- Ongoing Marketing Meetings and Consultation (*Monthly with Director and DDA*); and
- Merchant and Consumer Primary and Secondary Research (*Annually*).

MEDIA SERVICES

- Media Buy Negotiation, Placement, and Production (*Monthly*);
- Google AdWords and Facebook Ads (*Monthly*);
- Print Advertising (*As Approved*); and
- Broadcast Advertising Placement (*As Approved*).

WEB MARKETING SERVICES

- Website Content Updates (*Weekly*);
- Website Search Engine Optimization (*Weekly*);
- Website and Online Analytics Reporting (*Monthly*);
- Website Events Updates (*Weekly*);
- Website Merchant Updates (*Content Provided by the City*);
- Website Calendar Updates (*Content Provided by the City*); and
- Routine Site Maintenance (*As Needed*).

RIVERFRONT SHOPS OF DAYTONA BEACH STRATEGIC MARKETING CONTRACT OPTIONS

Prepared by GOLD Marketing • Tuesday, August 3, 2021

Current Marketing Contract Services: \$3,750/Month (Continued)

PRESS AND MEDIA RELATIONS SERVICES

- Press Release Creation (*Monthly*); and
- Story Placement and Coordination (*Monthly*).

FARMERS' MARKET SERVICES

- Farmers' Market Advertising, Publicity, and Database Marketing (*Weekly*).

CAMPAIGN CREATIVE SERVICES

- Create Media "Scripts" (*For Broadcast Advertising as Approved*);
- Directory Event Poster Design and Print Management (*Six Times Per Year*);
- Campaign Materials Copy & Design (*Monthly*);
- Special Event Advertising and Promotion (*Ongoing*); and
- Downtown Merchant Map Updates (*Content Provided by the City*).

DATABASE MARKETING SERVICES

- Merchant and Consumer E-Blast Development, Programming, Maintenance and Distribution (*Monthly*).

RIVERFRONT SHOPS OF DAYTONA BEACH STRATEGIC MARKETING CONTRACT OPTIONS

Prepared by GOLD Marketing • Tuesday, August 3, 2021

Reduced Marketing Contract Services: \$3,250/Month

This version of the agreement includes both online and offline services for a flat monthly fee, with the strategic marketing services being reduced. **Again, all media and production costs would be billed to the city net. GOLD would receive no commissions whatsoever.**

STRATEGIC MARKETING SERVICES

- Strategic Marketing Plan Management (*Ongoing*);
- Tactical Plan Monitored and Updated (*Monthly*);
- Marketing Analysis (*Monthly*); and
- Ongoing Marketing Consultation (*As Needed by the Director*).

MEDIA SERVICES

- Media Buy Negotiation, Placement, and Production (*Monthly*);
- Google AdWords and Facebook Ads (*Monthly*);
- Print Advertising (*As Approved*); and
- Broadcast Advertising Placement (*As Approved*).

WEB MARKETING SERVICES

- Website Content Updates (*Weekly*);
- Website Search Engine Optimization (*Weekly*);
- Website and Online Analytics Reporting (*Monthly*);
- Website Events Updates (*Weekly*);
- Website Merchant Updates (*Content Provided by the City*);
- Website Calendar Updates (*Content Provided by the City*); and
- Routine Site Maintenance (*As Needed*).

PRESS AND MEDIA RELATIONS SERVICES

- Press Release Creation (*Monthly*).

RIVERFRONT SHOPS OF DAYTONA BEACH STRATEGIC MARKETING CONTRACT OPTIONS

Prepared by GOLD Marketing • Tuesday, August 3, 2021

Reduced Marketing Contract Services: \$3,250/Month (Continued)

FARMERS' MARKET SERVICES

- Farmers' Market Advertising, Publicity, and Database Marketing (*Weekly*).

CAMPAIGN CREATIVE SERVICES

- Create Media "Scripts" (*For Broadcast Advertising as Approved*);
- Directory Event Poster Design and Print Management (*Six Times Per Year*);
- Campaign Materials Copy & Design (*Monthly*);
- Special Event Advertising and Promotion (*Ongoing*); and
- Downtown Merchant Map Updates (*Content Provided by the City*).

DATABASE MARKETING SERVICES

- Merchant and Consumer E-Blast Development, Programming, Maintenance and Distribution (*Monthly*).

RIVERFRONT SHOPS OF DAYTONA BEACH STRATEGIC MARKETING CONTRACT OPTIONS

Prepared by GOLD Marketing • Tuesday, August 3, 2021

Digital Marketing Contract Services Option: \$2,950/Month

This alternative agreement focuses on digital tools and tactics that GOLD would provide no offline marketing. **Again, all media and production costs would be billed net. GOLD would receive no commissions whatsoever.**

STRATEGIC MARKETING SERVICES

- Tactical Plan Monitored, Updated, and Reported (*Monthly*);
- Marketing Analysis (*Monthly*); and
- Ongoing Marketing Consultation (*As Needed by the Director*).

MEDIA SERVICES

- Digital Media Buy Negotiation, Placement, and Production (*Monthly*);
- Google AdWords and Facebook Ads (*Monthly*); and
- Social Media Posting and Re-Posting (*with the City and Market Manager*).

WEB MARKETING SERVICES

- Website Content Updates (*Weekly*);
- Website Search Engine Optimization (*Weekly*);
- Website and Online Analytics Reporting (*Monthly*);
- Website Events Updates (*Weekly*);
- Website Merchant Updates (*Content Provided by the City*);
- Website Calendar Updates (*Content Provided by the City*); and
- Routine Site Maintenance (*As Needed*).

PRESS AND MEDIA RELATIONS SERVICES

- Press Release Creation (*Monthly*).

**RIVERFRONT SHOPS OF DAYTONA BEACH
STRATEGIC MARKETING CONTRACT OPTIONS**

Prepared by GOLD Marketing • Tuesday, August 3, 2021

**Digital Marketing Contract Services Option: \$2,950/Month
(Continued)**

FARMERS' MARKET SERVICES

- Farmers' Market Digital Advertising, Publicity, and Database Marketing (*Weekly*).

CAMPAIGN CREATIVE SERVICES

- Create Media "Scripts" (*For Digital Advertising as Approved*);
- Digital Campaign Materials Copy & Design (*Monthly*);
- Special Event Digital Advertising and Promotion Development (*Ongoing*); and
- Downtown Merchant Map Updates for the Website (*Provided by the City*).

DATABASE MARKETING SERVICES

- Merchant and Consumer E-Blast Development, Programming, Maintenance and Distribution (*Monthly*).

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, and DDA sponsored events occurring in the Downtown Area.

Exhibit A, attached hereto and incorporated herein by reference, describes GOLD's services in further detail.

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 services to be provided, the DDA will pay GOLD a monthly fee of \$3,750.00.

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.

(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) As to all 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 October 1, 2018 (hereinafter the "Effective Date"), and will terminate on September 30, 2021. The DDA shall have the option to renew this Agreement for two additional one year terms under the same terms and conditions upon written notice to GOLD on or before April 30, 2021.

Section 7. Termination.

(a) DDA or GOLD may terminate this Contract at any time for convenience upon 30 days written notice to the other Party.

(b) DDA shall have the right to terminate without notice because of the failure of GOLD to fulfill its contractual obligations, by providing GOLD written notice of termination. Upon receipt of notice, GOLD will immediately discontinue all services 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.

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

(d) 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.

(e) 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.

(f) 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 INSUREDS. 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: Michael Sznajstajler, Chair
The City of Daytona Beach
Downtown Development Authority
301 S. Ridgewood Avenue
Daytona Beach, FL 32114
Email: Michael.Sznajstajler@Cobbcole.com

To: Gold: Keith Gold
6000-C Sawgrass Village Circle
Ponte Vedra, FL 32082
Fax: (904) 285-1579

w/copy to: Reed Berger
Redevelopment Director
The City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, FL 32114
Email: bergerr@codb.us

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. 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) 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.

(o) 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

By: 
Michael Sznajstajler, Chair

GOLD

By: 
Keith Gold, President

By: 
Sheryl Cook, Vice Chair

Date: 09-25-18

By: 
Kelly White, Commissioner

Date: _____

EXHIBIT A: SCOPE OF SERVICES

A. MARKETING MANAGEMENT AND SUPPORT SERVICES.

GOLD will provide the following management and support services for the Downtown Daytona Beach Area, Riverfront Shops of Daytona Beach, Downtown Farmers' Market, and DDA Events (collectively, "Downtown Daytona Beach") marketing campaigns:

1. ON-GOING MARKETING CAMPAIGN MANAGEMENT. GOLD will manage DDA marketing campaigns for Downtown Daytona Beach. GOLD will be present, and report to the DDA, at the DDA's monthly public meetings on all marketing programs and activities, and related project timelines. GOLD will execute the marketing campaigns based on the approved timelines, the Strategic Marketing Plan, and the Tactical Marketing Plan (collectively, the "Marketing Plans"), within DDA approved budgeted amounts.

As further described below, GOLD will create, manage, and place on-line and off-line media advertisements, and create and provide up to date, timely, and relevant content on social media and web site platforms, consistent with the Marketing Plans. All media content created and placed by GOLD will be consistent with approved DDA content policies. Procurement of outside services, and out-of-pocket costs incurred by GOLD in the performance of its responsibilities under this Agreement, such as for television or radio production and printing costs, shall be consistent with the Marketing Plans and within DDA approved budgeted amounts. All such costs shall be charged to the DDA pursuant to DDA approved procurement policies.

GOLD is directly responsible for gathering and development of content for all marketing campaigns from Downtown businesses, City staff, Downtown event producers, the Farmers' Market manager, or any other source GOLD deems to be resourceful and reliable ("Content Sources").

2. PROPOSED ANNUAL STRATEGIC MARKETING PLAN. On or before January 1, 2019, and thereafter on or before June 1 of each year during the term of this Agreement, GOLD will provide the DDA with a proposed Annual Strategic Marketing Plan for the next fiscal year. The purpose of the Annual Strategic Marketing Plan is to assist the DDA in developing its marketing strategy and budget for advertising Downtown Daytona Beach. The proposed Annual Strategic Marketing Plan will describe in reasonable detail proposed marketing strategies, including market research and demographics, analysis, message strategy, branding elements, marketing tactics, and media placements.

3. PROPOSED TACTICAL MARKETING PLAN. On or before January 1, 2019, and thereafter on or before June 1 of each year during the term of this Agreement, GOLD will provide the DDA with a proposed Tactical Marketing Plan for the next fiscal year. In addition, if requested by the DDA, GOLD will provide such updated or revised proposed Tactical Marketing Plans as the DDA deems necessary, but in no event more frequent than on a quarterly basis. The purpose of the proposed Tactical Marketing Plan is to assist the DDA in developing its annual budget for the next fiscal year. The proposed Tactical Marketing Plan will be consistent with the approved Annual Strategic Marketing Plan, and will describe in reasonable detail all marketing

efforts, including seasonal marketing campaigns and DDA sponsored event marketing campaigns (as coordinated with event producers). The proposed Tactical Marketing Plan will include all recommended media placement costs or other additional costs to be incurred by the DDA. GOLD shall make reasonable efforts to include input from Downtown area merchants and businesses concerning the proposed Tactical Marketing Plan.

4. GENERATION OF MEDIA PLACEMENTS. Subject to procurement of goods or services from third parties as provided in Section B, GOLD will design, develop, create, produce, generate, and place the following media advertisements to generate brand or event awareness, as well as to support DDA's public relations efforts for Downtown Daytona Beach, consistent with the Marketing Plans, and within DDA approved budgeted amounts:

a. SOCIAL NETWORK ADVERTISEMENTS: Social media advertisements for Facebook and other social media platforms. GOLD's responsibilities include ad sizing/modifications, banner ad placement, analyzing trends for words and phrases, daily monitoring/maintenance, banner ad customization, and copywriting.

b. ON-LINE ADVERTISEMENTS / SEARCH ENGINE MARKETING: Search engine advertisements that direct prospects to the website. GOLD's responsibilities include analyzing trends for words and phrases, ad placement, and copywriting.

c. OFF-LINE ADVERTISEMENTS: Advertisements for radio or television broadcast media, print media, and other off-line media. GOLD's responsibilities include broadcast script development, media production, ad sizing/modifications, ad placement, ad customization, and copywriting.

d. ON-LINE / WEBSITE ADVERTISEMENTS: On-line targeted advertising, retargeted advertising, or other on-line website advertising. GOLD's responsibilities include ad sizing/modifications, ad placement, analyzing trends for words and phrases, daily monitoring/maintenance, ad customization, and copywriting.

5. WEBSITE MAINTENANCE AND OPTIMIZATION: GOLD will provide daily monitoring of the Downtown (DDA) and Riverfront Shops of Daytona Beach websites, and will update website content as necessary for the information to be timely and relevant, but at a minimum on a weekly basis. As part of this responsibility GOLD will (i) investigate trends including website traffic, keyword usage, and ranking; and (ii) evaluate URL submissions to search engines and any web links created. GOLD will ensure website pages, homepage, online merchant listings, event calendars, and Downtown blog are maintained with relevant up-to-date information from Content Sources. GOLD will make all necessary revisions to keyword usage, URL submissions, web link usage, and other aspects of the websites to enhance their effectiveness. GOLD shall also immediately implement any website revisions directed by the DDA.

6. SOCIAL MEDIA PAGE MAINTENANCE: GOLD will provide on-going social media page maintenance to help build a community of interested guests and prospects. GOLD's services will include page development, analyzing trends, media strategy, and on-going monitoring/maintenance services including the posting of relevant up-to-date information from

Content Sources. GOLD will make reasonable revisions to the social media sites pages in order to enhance their effectiveness consistent with the Marketing Plans. GOLD shall also immediately implement any social media site revisions directed by the DDA.

7. INTERACTIVE DATABASE MARKETING; DDA DATABASE MAINTENANCE: GOLD will develop and disseminate at least two e-blasts per month to the DDA's email database list ("DDA Database") highlighting DDA and Downtown Area merchant news and DDA events. GOLD's responsibilities include creation of relevant content from Content Sources, design layout, programming, copywriting, and distribution to the DDA Database.

GOLD shall also be responsible for maintaining an up-to-date DDA Database that contains email addresses of Downtown businesses and merchants, DDA members, and guests or prospects who have requested to be on the DDA Database.

8. BROCHURES: GOLD will develop and disseminate brochures, rack cards and other collateral material consistent with the Marketing Plans. GOLD's responsibilities include brochure layout, graphics, production, copywriting, placement, and distribution.

9. MERCHANT DIRECTORY AND DOWNTOWN EVENTS POSTERS: GOLD will, at a minimum on a quarterly basis, develop and disseminate a Downtown Events Poster and a Merchant Directory Poster. The Downtown Events Poster shall include relevant information concerning the programming and schedule of DDA sponsored events. The Merchant Directory Poster shall include up-to-date listings for all Downtown merchant locations. GOLD's responsibilities include poster layout, graphics, production, copywriting, placement, and distribution.

10. PUBLIC MEDIA RELATIONS; MEDIA DATABASE MAINTENANCE: GOLD will, at a minimum on a monthly basis, develop and disseminate an email press release to local news media sources ("Media Database"). Press Releases shall include relevant accounts, descriptions, or stories about Downtown news or events that further establish the Downtown Area as a desirable destination. GOLD will also develop and disseminate to applicable Media Database addresses, a list of monthly activities in the Downtown Area for their on-line and off-line calendars of events. GOLD's responsibilities include story generation, copywriting, distribution, and placement.

GOLD shall also be responsible for maintaining an up-to-date Media Database that contains email addresses for news outlets, writers, editors, and other news media sources that cover Downtown Area news and events, and shall also include the Daytona Chamber.

11. DDA REPORTING: GOLD will attend monthly DDA public meetings and provide a report of its marketing management and support service activities. In addition, GOLD will provide to the DDA on a quarterly basis, a comprehensive written performance report concerning GOLD's marketing management and support service activities, with an analysis of results from GOLD's marketing efforts, for the previous quarter.

B. ADDITIONAL COSTS FOR THIRD-PARTY GOODS AND SERVICES.

The DDA may authorize GOLD to procure goods and services from third-party vendors for, (i) off-line media production, (ii) media ad placements, (iii) printing, (iv) marketing supplies, goods, or materials, or (v) marketing services beyond the scope of services provided in Section A. Upon approval by the DDA, GOLD shall promptly procure such third-party goods or services on behalf of the DDA pursuant to such DDA authority. Procurement of goods and services under this Section shall be consistent with the DDA's procurement policy. All such costs incurred shall be within DDA approved budgeted amounts. The DDA will either, (i) make direct payment to third-party vendor upon presentation of an invoice from the provider for such goods or services, or (ii) reimburse GOLD for such costs upon written request from GOLD for reimbursement along with an invoice from the provider for such goods or services.

C. ADDITIONAL MARKETING SERVICES PROVIDED BY GOLD.

The DDA may retain GOLD to perform additional marketing services beyond the scope of services provided in Section A. Prior to DDA approval of such additional marketing services, GOLD will provide the DDA with a proposed scope of services and an estimate of time to be expended for such services. Additional marketing services shall be invoiced by GOLD at a rate of \$95 per hour.



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: August 27, 2021
TO: Downtown Development Authority Members
FROM: Reed Berger, Redevelopment Director
SUBJECT: Budget & Budget Meeting Updates

Please find attached the DDA's FY21/22 Proposed Budget with two options for your consideration. Option 1 shows the budget with the current Gold & Associates contract amount of \$45,000. Option 2 shows the budget with a modification to the Gold & Associates contract reducing the professional fee amount to \$39,000. This option is proposed to move the \$6,000 difference in the two Gold contract options to the Advertising and Marketing account.

Also attached is the DDA's FY21/22 Tentative Budget that shows Option 1 which is required by the Budget office at this time for the First Public Hearing. Any changes by the DDA Board can be incorporated prior to the Second Public Hearing. Other highlights of the budget.

1. The Halifax Art Festival \$5,000 grand prize has been moved to the Events budget.
2. The total of \$70,000 in the Events budget reflects the DDA Board's interest to emphasize more events including supporting an Arts Festival in the Spring of 2022.
3. Overall property tax revenues are projected to increase by approximately \$40,000 based on preliminary estimates for the addition of the new Brown & Brown headquarters.

This proposed budget together with the proposed millage rate of 1.000 will be considered for a First Public Hearing by the DDA Board at the City Commission's meeting to be held on Wednesday September 8, 2021 at 6:00 PM. The DDA Board will be advised at a later date when and where they can assemble prior to being seated at the City Commission dais.

The DDA Board will hold a Second Public Hearing before taking action to approve the DDA budget and millage rate at the next City Commission meeting scheduled for Wednesday September 22, 2021 at 6:00 PM. The Board will be advised at a later date when and where they can assemble prior to being seated at the City Commission dais.

At this time the Board should expect to arrive at 6:00 PM for both City Commission meetings and not hold a regular meeting in September unless the Board believes there is other business to be addressed before the new fiscal year.

	OPTION 1 DDA Proposed 2021/22 Budget	OPTION 2 DDA Proposed 2021/22 Budget
Proposed as of August 18, 2021		
GENERAL DOWNTOWN PROMOTION		
REVENUE		
Ad Valorem Taxes	173,628	173,628
Downtown CRA Payment	101,059	101,059
Interest	50	50
Total Revenue	\$ 274,737	\$ 274,737
EXPENDITURES		
Professional Services	45,000	39,000
Care and Subsistence	350	350
Advertising & Marketing	52,628	59,028
Supplies	2,000	2,000
Memberships	200	200
Downtown CRA Payment	101,059	101,059
Contingency	3,500	3,100
Total Expenditures	\$ 204,737	\$ 204,737
FARMERS' MARKET OPERATIONS		
MARKET REVENUE		
Vendor Revenue	25,000	25,000
SNAP Revenue	5,000	5,000
Sponsorship	5,000	5,000
Market Booth Sales	-	-
Total Revenue	\$ 35,000	\$ 35,000
MARKET EXPENDITURES		
Market Manager	18,000	18,000
SNAP Expenditures	5,000	5,000
Liability Insurance	1,500	1,500
Advertising & Marketing	8,000	8,000
City Fees	1,500	1,500
Booth Merchandise	-	-
Other Materials & Supplies	1,000	1,000
Total Expenditures	\$ 35,000	\$ 35,000
DOWNTOWN EVENTS		
EVENT EXPENDITURES		
Event Promotion	70,000	70,000
Total Expenditures	\$ 70,000	\$ 70,000
DDA BUDGET SUMMARY		
TOTAL REVENUE	\$ 309,737	\$ 309,737
TOTAL EXPENSES	\$ 309,737	\$ 309,737
BALANCE	\$ -	\$ -
Reserves	\$ 39,968	\$ 39,968



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

Michael O. Sznajstajler
Chairman
Quanita May
Commissioner
Sheryl A. Cook
Joseph H. Hopkins
Tammy M. Kozinski

TENTATIVE 2021 – 2022 BUDGET

Overall Revenue

Ad Valorem Taxes	\$173,628
Transfer from CRA	101,059
Interest on Investments	50
Farmers' Market Revenue	25,000
Farmers' Market SNAP Revenue	5,000
Farmers' Market Sponsorships	<u>5,000</u>
	\$309,737

Overall Expenses

Administrative Expenses	2,550
Professional & Technical Services	45,000
Advertising & Marketing	52,628
Event Expenses	70,000
Farmers' Market Expenses	35,000
Contingency	3,500
Payment to Downtown CRA	<u>101,059</u>
	\$309,737

TENTATIVE 2020 – 2021 BUDGET BY ACTIVITIES

FARMERS' MARKET ACTIVITIES

Item	Total
Market Manager	18,000
Manager Supplies	1,000
Advertising & Marketing	8,000
SNAP Expenditures	5,000
Insurance	1,500
City Fees	1,500
Total	\$ 35,000

DDA GENERAL ACTIVITIES

Item	Total
Professional Services	45,000
Office Supplies	2,000
Care and Subsistence	350
Professional Memberships	200
Downtown Marketing	52,628
Contingency	3,500
Payment to Downtown CRA	101,059
Total	\$ 204,737

DOWNTOWN EVENT ACTIVITIES

Item	Total
Event Advertising	70,000
Total	\$ 70,000

EXHIBIT A

**Bullseye Marketing
Event Schedule FY 2021-22**

Proposed Daytona Beach Downtown Development Authority Sponsorship

DATE	DDA FUNDING	EVENT NAME
OCT 09	\$2,500	Wine walk
OCT 22	\$2,000	Food Truck Rally
OCT 23	\$5,000	Octoberfest
NOV 13	\$2,000	Wine walk
NOV 19	\$2,000	Food Truck Rally
DEC 11	\$2,500	Chocolate Festival
DEC 17	\$2,000	Food Truck Rally