

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Hunden Strategic Partners, Inc.** located at 213 W. Institute Place, Suite 707, Chicago, IL 60610, possessing FEIN# 20-4239951 (hereinafter referred to as “FIRM”) under seal for the Countywide Gap & Competitive Destination Analysis Study, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid #23P-105 - Countywide Gap & Competitive Destination Analysis Study, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence upon COUNTY’s Board of County Commissioner’s approval and shall continue through March 31, 2024 (“Term”). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. The Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 4 – Scope of Services. As per specifications and requirements of the Project 23P-105, FIRM shall provide complete Professional Services as stated in the Solicitation and shall additionally adhere by the duties attached in **Exhibit A-Scope of Work** all services referred to herein as “Work.” The Work shall particularly comply with the original RFP or Task Order that is part of the Contract Documents

Section 5 – Compensation. COUNTY shall make payment of \$107,700, (the “Agreement Price”), to FIRM under established procedure, and according to the schedule set forth in Exhibit B- Schedule of Values, upon completion of the Work. There shall be no provisions for pricing adjustments during the Term..

Section 6 – Assignment. FIRM may not transfer, assign or subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

- B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
 - Upon request from COUNTY’s custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
 - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY’s custodian of public records, in the format in which the records were received from COUNTY by FIRM.
- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for 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 FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY’s waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director’s address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement.

Section 17 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- a) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- b) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- c) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- d) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- e) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- f) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- g) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- h) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 18 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 19 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 20 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 21 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 22 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or

- c. Been engaged in business operations in Cuba or Syria.
- 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- 4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 25 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 26 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A - Work for the project. EXHIBIT B – Schedule of Values.**

Section 27 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM’s and COUNTY’s representatives and addresses for notice purposes are:

FIRM: Hunden Strategic Partners, Inc
 213 W. Institute Place, Suite 707, Chicago, IL 60610
 CONTACT PERSON: Rob Hunden | Phone: 312-643-2500

COUNTY: Marion County VCB
 c/o Marion County, a political subdivision of the State of Florida
 601 SE 25th Ave, Ocala, FL 34471

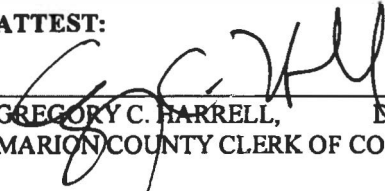
A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
 Marion County Procurement Services Department
 2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: laura@hunden.com and rob@hunden.com. Designation signifies FIRM's election to accept notices solely by e-mail.


IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:



GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA



CRAIG CURRY DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: September 6, 2023
23P-105 | Countywide Gap & Competitive Destination Analysis Study



MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY


WITNESS:



SIGNATURE
Cory Hawkins

PRINTED NAME

HUNDEN STRATEGIC PARTNERS, INC




BY: 9/6/23
Rob Hunden DATE

PRINTED: President / CEO

ITS: (TITLE)

WITNESS:



SIGNATURE
Ryan Sheridan

PRINTED NAME

Understanding of the Assignment

The Ocala/Marion County Visitors and Convention Bureau (County or Client) is seeking proposals for a Countywide Gap & Competitive Destination Analysis Study (Plan or Project) to serve as a guide to the planning of future destination developments in Ocala/Marion County, Florida. The Hunden Partners Team (Hunden or Team), including tourism and visitor venue design experts at Convergence Design, proposes to complete a tourism market opportunity assessment that leads to an actionable plan for development of new or expanded venues that fill gaps and provide an advantage over competitive destinations.

Hunden's analysis will identify the strengths of the current Ocala/Marion County area marketplace, the potential for growth, and recommend the priority projects, amenities and infrastructure that will best support the growth and competitiveness of the region's tourism economy. Hunden's competitive market analysis will determine what projects are likely to be built in regional destinations to ensure recommendations will be unique to the area and likely to generate the greatest impact for Ocala/Marion County. Hunden understands the goal is to create a long-term roadmap for future tourism product development and programming enhancements that reflect the County's unique needs, makeup, values and existing assets that make it an active and enticing destination for both residents and visitors.

Hunden's robust history with tourism asset assessments across the U.S. uniquely positions us to complete the Countywide Gap & Competitive Destination Analysis Study. We are currently working on similar assessments and action plans for Oceanside, CA; Hamilton County, IN; SeaTac, WA; Durham, NC; Rockford, IL; and Westchester County, NY. Additionally, we are well versed in managing the complexities of multiple public and private stakeholders and are confident in our ability to bring a placemaking-oriented approach to the creation of the Plan.

Scope of Services

The Hunden Partners Team proposes to complete the following scope of services to arrive at a final Countywide Gap & Competitive Destination Analysis Study for the County:

- Task 1 – Kickoff, Discovery and Interviews
- Task 2 – Economic and Demographic Analysis
- Task 3 – Ocala/Marion County Destination Overview
- Task 4 – Market Asset and Tourism Product Opportunity Analyses
- Task 5 – Tourism Product Recommendations
- Task 6 – Deep-Dive Tourism Venue Market Analysis
 - Industry Trends
 - Competitive Analysis
 - Demand Interviews
 - Case Studies
 - Venue Recommendations
 - Sites Analysis and Amenities Package
 - Conceptual Drawings
 - Cost Estimates
 - Management and Governance
- Task 7 – Demand and Financial Projections for Priority Venue
- Task 8 – Economic, Fiscal and Employment Impact Analysis
- Task 9 – Final Report

Task 1: Kickoff, Discovery and Interviews

Hunden will create a kickoff memo at the start of the process to establish clear understanding and expectations between the consultant and the Client. Hunden will work with the Client to prepare a robust, efficient and intense kickoff plan. The kickoff plan will include the following:

- Connect with and obtain information/data from the Ocala/Marion County Visitors and Convention Bureau (OMVCB), Economic Development officials, City and County officials, other key stakeholders, and any others as identified by the Client.
- Tour Ocala/Marion County's existing tourism assets including the World Equestrian Center and Florida Aquatic Swimming and Training Facility, as well as hotels, nightlife, entertainment

and event centers, conference and meeting facilities, sports venues, parks, attractions, and any others as appropriate.

- Review previously completed studies and/or current project plans as relevant, including the Marion County Parks & Recreation Operational Master Plans, Empowering Marion for Success Plan, 2035 Bicycle/Pedestrian Master plan, the long-term Marion County Transportation Plan, Ocala/Marion County VCB Economic Impact Study, and others as relevant.
- Review the various projects on which Hunden professionals have worked, discuss their attributes, implementation and approach as part of the interview with the Client and others as previously described.

Stakeholder Interviews. Hunden will conduct a series of outreach initiatives to engage with key stakeholders, community members and area leadership. This engagement is a critical step in any tourism, placemaking, and destination development planning process and provides an opportunity for voices to be heard. Hunden will interview and obtain information from the Ocala/Marion County Visitors and Convention Bureau and other city officials, economic development officials, and local business leaders and organizations that the Client deems appropriate.

Task 2: Economic and Demographic Analysis

Hunden will evaluate Ocala/Marion County's position as an economic center of activity as well as a destination for visitors. This analysis will provide a realistic assessment of the area's strengths, weaknesses, opportunities and threats (SWOT). This analysis includes an **ESRI Neighborhood Analysis, Placer.ai Analysis, Census data, and CoStar Insights**. Hunden utilizes the latest market data, visitor origin data, demographic data, psychographic data, and other resources to determine a comprehensive view of your marketplace.

Task 3: Ocala/Marion County Destination Overview

During the kickoff trip, Hunden will tour the existing tourism assets and destination developments in Ocala/Marion County to understand what the County has been able to offer in the past and what it believes it has the ability to induce in the future with advanced tourism offerings.

Hunden will document the current conditions of the existing tourism assets in Ocala/Marion County, as well as the utilization and ability of each facility to serve the overall needs of the local and regional community. Hunden will review and analyze historical data of events, lost and current sales initiatives, sales and marketing data, as available and relevant.

Analysis of World Equestrian Center and Florida Aquatic Swimming and Training Facility. Our process will include an analysis of the two newest known destinations and event facilities in the marketplace that currently impact Ocala/Marion County's tourism package: the World Equestrian Center and the Florida Aquatic Swimming and Training Facility. Lost business from current assets will be assessed at a high level. This analysis will help to determine the potential for enhancements/upgrades to the

facilities to further advance their success, as well as to determine the strengths, weakness, threats and opportunities for new or redeveloped facilities.

Using our cell phone-based data and detailed reports from Placer.ai, Hunden will analyze the demographics and visitation data for key tourism assets in Ocala/Marion County (hospitality, nightlife, walkability, attractions, event facilities, entertainment facilities, fairgrounds, convention/conference centers, parks and recreation, indoor and outdoor sports facilities, etc.). Hunden can compare multiple places and their audiences and then view them by "visitor personalities" as defined by Mosaic: who they are, how they spend their income and what else they do.

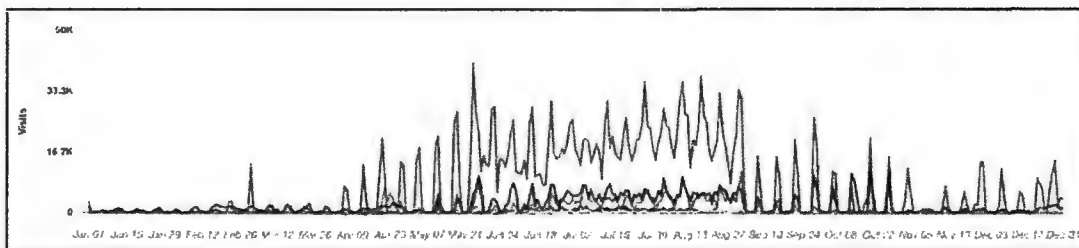
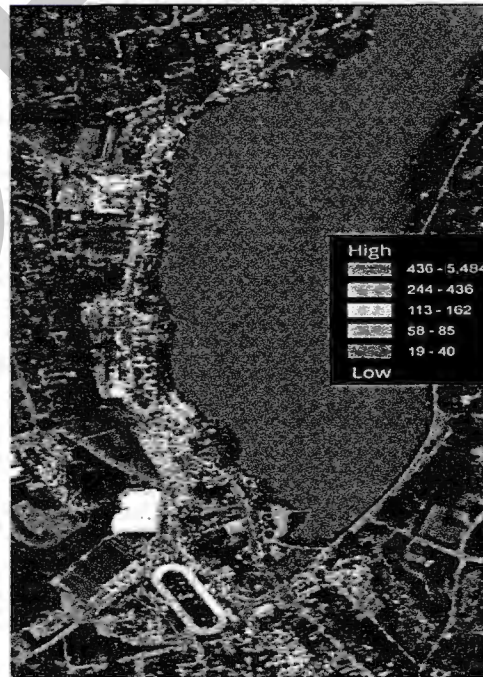
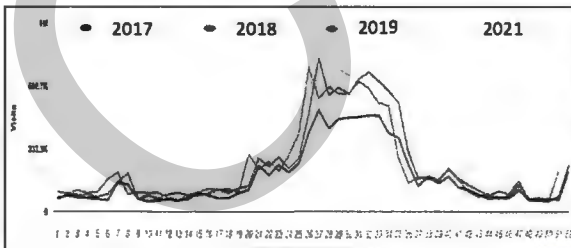
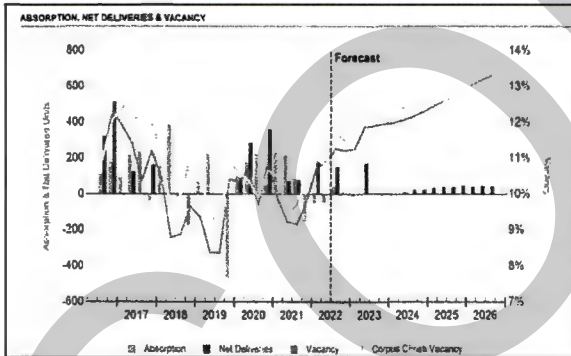
Competitive Destination Amusement Attraction Visitation from Over 36 Miles (January 1, 2019 - December 31, 2019)

| Attraction | Location | 2019 Visits | 2019 Visitors | Visits Per Customer |
|----------------------------------|-------------------|-------------|---------------|---------------------|
| Hersheypark | Hershey, PA | 2,700,000 | 1,900,000 | 1.42 |
| Great Escape/Splashwater Kingdom | Warren County, NY | 757,900 | 368,900 | 2.12 |
| Atlantic City Steel Pier | Atlantic City, NJ | 392,600 | 345,400 | 1.14 |
| Daytona Lagoon | Daytona Beach, FL | 118,000 | 89,500 | 1.18 |
| Cape Codder Waterpark | Ramstable, MA | 96,400 | 48,700 | 1.98 |
| Whales Tales Waterpark | Lincoln, NH | 45,300 | 37,500 | 1.21 |

Source: Placer.ai

Rate by Day of Week and Month - July 2021 - June 2022

| | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Average |
|--------|--------|--------|---------|-----------|----------|--------|----------|---------|
| Jul-21 | 165.41 | 143.82 | 146.53 | 146.85 | 155.98 | 202.38 | 228.05 | 173.24 |
| Aug-21 | 124.58 | 124.33 | 127.95 | 127.79 | 128.03 | 164.98 | 182.97 | 141.71 |
| Sep-21 | 140.52 | 118.84 | 116.76 | 123.41 | 113.18 | 123.95 | 158.81 | 128.63 |
| Oct-21 | 113.73 | 122.13 | 114.73 | 115.29 | 113.81 | 128.35 | 113.50 | 120.88 |
| Nov-21 | 104.96 | 122.21 | 116.71 | 117.54 | 113.51 | 118.68 | 118.83 | 116.78 |
| Dec-21 | 110.45 | 108.58 | 121.87 | 112.81 | 130.87 | 124.32 | 118.12 | 116.31 |
| Jan-22 | 108.88 | 111.88 | 113.07 | 114.87 | 113.11 | 148.88 | 118.08 | 114.87 |
| Feb-22 | 111.86 | 138.18 | 121.61 | 120.12 | 197.70 | 118.30 | 120.63 | 116.16 |
| Mar-22 | 182.90 | 138.18 | 142.81 | 147.69 | 192.84 | 165.42 | 167.22 | 113.28 |
| Apr-22 | 125.05 | 128.82 | 134.93 | 131.44 | 182.21 | 154.31 | 160.02 | 141.73 |



Task 4: Market Asset and Tourism Product Opportunity Analyses

Once Hunden has a strong understanding of Ocala/Marion County's existing tourism assets and their performance, Hunden will conduct a tourism product development opportunity assessment for the following market segments:

- Conference and Meetings Facilities,
- Concerts and Entertainment Facilities,
- Sports Facilities,
- Retail and Dining Nodes,
- Outdoor Outfitters,
- Hotels,
- Attractions,
- Festivals and Events, and
- Parks, Trails and Outdoor Space.

Tourism Industry Trends. Hunden will provide an overview of the characteristics and trends of the tourism and destination industry, especially as they relate to tourism assets in Ocala/Marion County or those that the County has identified as possible new assets. These may include sports, meeting, entertainment, hospitality or others.

Market Supply. Hunden will profile the current supply of product and offerings for each market segment in Marion County, address the character of supply, and gather performance and visitation data as appropriate and necessary to inform the analysis. Each assessment will identify product gaps in the regional market and point towards the strengths, weaknesses, and opportunities for Ocala/Marion County to expand its tourism product offerings. This will also consider market supply of tourism assets of surrounding communities and cities, as relevant. This analysis will determine what competing/neighborhood and regional destinations offer or plan to offer.

Hunden will assess all the existing major tourism assets to determine how new developments will impact existing facilities, and how new developments would enhance the tourism experience in general and along with current assets.

Task 5: Tourism Product Recommendations

Based on the destination-wide needs and competitive analysis, Hunden will make recommendations for the optimal potential new venue(s), parks, and assets that will enhance tourism offerings and increase tourism economic impact to the community. Recommendations may include:

- Recommendation for new venue(s) that require a deeper dive feasibility analysis,
- Recommendation for new parks and trail opportunities,

- Enhancements/upgrades to current and planned/funded (public and private) venues and/or parks,
- Niche market advancements that could advance with Ocala/Marion County's current and future asset developments.

Additionally, Hunden will identify tools that may have been used in comparable destinations (such as various incentives, specific marketing strategies, or unique branding) to induce new tourism asset growth or to support annual events. Have destinations supported the development of event venues or other developments/events that have moved the needle on tourism? We will assess as information is available.

These initial recommendations are the first step, as individual feasibility studies will need to be conducted before any investments should be made, to dig into the costs, return on investment and economic impact.

Task 6: Deep-Dive Tourism Venue Market Analysis

Based on the venue-specific recommendations and strategy outlined in Task 5: Tourism Product Recommendations, Hunden will perform a deep-dive market analysis on the top priority project/venue identified.

Industry Trends. Hunden will provide an overview of industry trends impacting the development of the specific tourism venue. Hunden will profile:

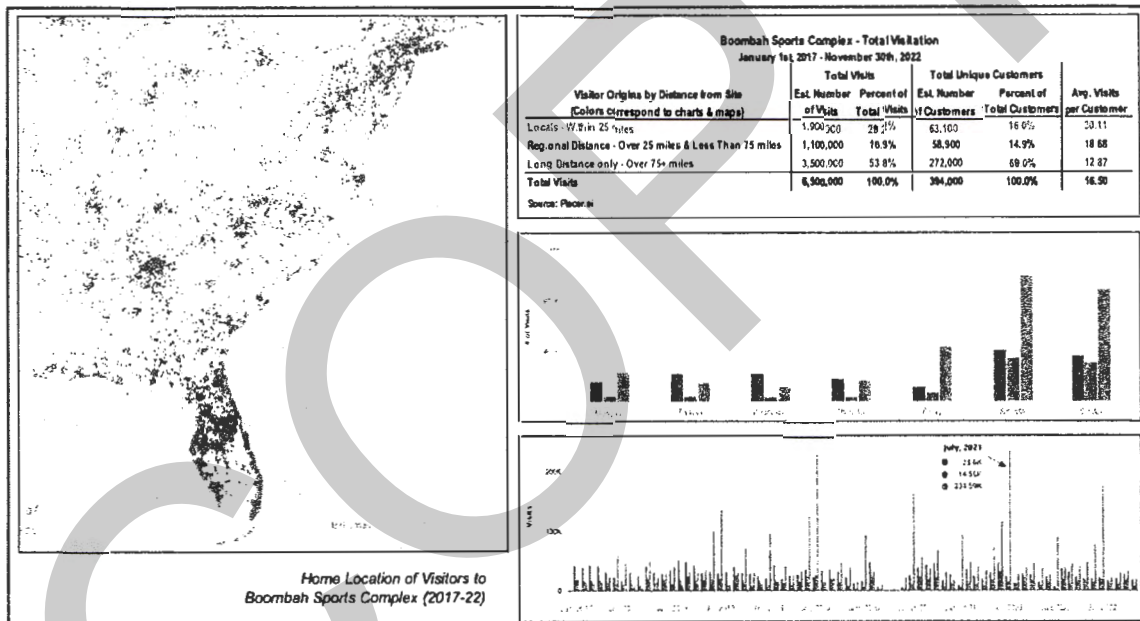
- Demand for common uses and events,
- Facility needs impacting the design, layout and usage,
- Trends in the design and what has changed over the past several years, what is demanded by users (attendees and events) and the current state of the art.

Competitive Analysis. Hunden will assess the market for the venues competing in the regional marketplace and will use this information to assess current supply and demand, size and quality. This task will provide an understanding of the competitive market that the Project finds itself in and the opportunities and challenges associated with the current marketplace. Are there gaps in quality, supply of certain facility types, and overabundance of certain types of facilities? The goal of this task is to determine what features or physical programmatic elements the Project will need in order to capture the desired market identified by the Client and based on initial recommendations.

Demand Interviews. A new tourism venue can have many types of users and tenants. Hunden will conduct interviews with the appropriate event producers, affiliates, and the companies who route events in the area to determine what events are likely to come to a new facility and under what conditions. What are the pros and cons of the market?

Comparable Case Studies. Hunden will profile and evaluate five relevant tourism venues and suggest what lessons can be learned from their development approach, layout and flexibility, amenities, and confirm the rationale for the building program recommendations. Hunden will focus on those in markets with similar characteristics to Marion County and developments similar to this proposed tourism venue. Hunden will consider the following details for the case studies, as available and relevant: location, market characteristics, facility size and offerings, year built, cost, financing, surrounding hotels, districts and amenities, critical factors of success or failure, and others as appropriate.

Hunden will utilize geofencing research technology to gather and assess relevant visitation datapoints for the case studies. The following figures illustrate some of the visitation data we can gather.



Venue Recommendations. Hunden will provide recommendations for the proposed Project program based on the market analysis, demand interviews, and comparable venue case studies. The recommendations for the new tourism venue will include:

- Optimal facility type, size, and layout,
- Determination of optimal event programming and facility use,
- Food and beverage options,
- Parking,
- Amenities,
- Others, as appropriate.

The goal is to provide the County with recommended programming and optimal facility components that will support economic growth.

Site Analysis & Amenities Package. Hunden and Convergence Design will advise on optimal site size, quality and general development needs for the recommended venue, as appropriate. The site analysis will point towards a recommended or preferred location for the venue, and will also consider potential phases of future expansion and development opportunities.

Convergence Design will also conduct a review of venue accessibility as it relates to the following items, as appropriate and relevant:

- Review of county current and future transportation plans (will be provided by the County TPO),
- Vehicular Access (cars/trucks/buses),
- Proposed Parking Strategy,
- Pedestrian Access Adequacy of Infrastructure,
- Consideration for the proximity of surrounding hotels/accommodations and an analysis of what additional hotel development opportunities would best support the final project proposed,
- Public/Alternative Transit,
- Proximity to major transportation including, but not limited to, airports and roadways, and
- Recommendations for Shuttle Service and transportation programs throughout the destination to advance sports and meeting sales initiatives.

High-Level Conceptual Drawings. Hunden will collaborate with Convergence Design throughout the entirety of the study process to determine the optimal physical program for the Project. Once recommendations are identified, professionals at Convergence Design will produce 2-3 conceptual floor plans for the recommended scenarios.

Cost Estimates. Convergence Design will provide estimated construction costs and a preliminary total project cost estimate for the recommend project. As appropriate, the Team may recommend phasing options and how that may impact overall cost and feasibility.

Management and Governance. Hunden will evaluate management and governance options to guide decision-making by the Client. The analysis will include best practices from comparable venues and examples of third-party management contract structures.

Based on similar case studies and interviews with key stakeholders, Hunden will provide Ocala/Marion County with funding strategies to support the proposed Project for long-term use. Hunden will work simultaneously on operations/maintenance, funding, site/program size and other considerations. We will provide examples of formats and structures used by other agencies around the country, as well

as inventory examples of P3 structures that have been successful to construct and operate similar facilities in the region and across the country.

Emergency Situation Grant Review. We will review the Department of Homeland Security and State of Florida grants/incentives as it relates to using the proposed facility emergency situations as a “regional” shelter opportunity, by reviewing the local emergency management needs for all hazards approach.

Task 7: Demand and Financial Projections for Priority Venue

Hunden will make projections for the demand of the recommended Project. These will be projected for a period of ten years. Projections will include demand by type of event, average attendance for each type and total attendance by type. Based on the projection of demand and a number of assumptions regarding rental rates, fees, concession per-capita revenues and others, we will prepare a financial projection for the venue. This financial analysis will include the following:

- Estimated line-item revenues for ten years of operations. Expenses directly related to the venue will also be projected for the period. The demand profile and data from existing venues will be used to model the operating revenues and costs of the Project. The model will generate a pro forma operating statement that will include revenue and expense items, including the following:
 - Revenues: ticket sales, rental rates, food and beverage, parking and other income,
 - Direct operating expenses: wages and salaries, contract services, utilities, maintenance and repair, supplies and other expenses, and
 - Unallocated expenses: employee benefits, advertising and promotion, general and administrative, professional services, insurance and other expenses.

As stated above, the financials will be presented in a line-item by line-item basis, which will lead to estimates of net operating income or loss. Based on the operating loss or profit, there will be either funds remaining for debt service or there will be a requirement for ongoing operating support by the public.

Task 8: Economic, Fiscal and Employment Impact Analysis

Hunden will conduct an economic, fiscal and employment impact analysis to determine the direct, indirect, and induced impacts, including the tax revenues that are generated by the tourism venue.

Based on the above analysis, a projection of net new direct spending will be calculated. New spending is that spending that is new to the community as visitors come to Marion County and the surrounding area due to an event, spend the night or otherwise spend time or money in the area. Hunden will analyze the spending by residents (transfer spending) and discuss the amount that is recaptured. For example, due to the existence of activity generated by events, economic activity occurs as residents pass up opportunities to leave the area to spend money. Instead of going to an event in another

area, the event keeps their spending within the area. This is considered recaptured demand. The net new and recaptured direct spending is considered to be the **Direct Impacts**.

From the direct spending figures, further impact analyses will be completed.

- **Indirect Impacts** are the supply of goods and services resulting from the initial direct spending. For example, a new resident's direct expenditure on retail causes the store to purchase goods and other items from suppliers. The portion of these purchases that are within the local economy is considered an indirect economic impact.
- **Induced Impacts** embody the change in local spending due to the personal expenditures by employees whose incomes are affected by direct and indirect spending. For example, a waitress at a restaurant may have more personal income because of the new spending. The amount of the increased income that the employee spends in the area is considered an induced impact.
- **Fiscal Impacts** represent the incremental tax revenue collected by the County due to the net new economic activity related to a development. The fiscal impact represents the government's share of total economic benefit. There will be distinct tax impacts for each governmental entity. Fiscal impacts provide an offset to the potential public expenditures required to induce the development of the Project. Hunden will identify the taxes affected and conduct an analysis of the impact on these accounts and governmental units.
- **Employment Impacts** include the incremental employment provided not only onsite, but due to the spending associated with the Project. For example, the direct, indirect, and induced impacts generate spending, support new and ongoing businesses, and ultimately result in ongoing employment for citizens. Hunden will show the number of ongoing jobs supported by the project and provide the resulting income and income taxes generated.

Hunden uses one of the industry's most relied upon multiplier models, IMPLAN. This input-output model estimates the indirect and induced impacts, as well as employment impacts, based on the local economy. An input-output model generally describes the commodities and income that normally flow through the various sectors of the economy. The indirect and induced expenditure, payroll and employment result from the estimated changes in the flow of income and goods caused by the projected direct impacts. The model data are available by various jurisdictional levels, including counties.

Task 9: Final Report

Hunden will deliver a final report document to the Client with refined recommendations, findings and financial models. Hunden will establish specific target objectives that are relevant to the County's and Tourism Bureau's mission, vision, existing research, and strategic business goals for overall improvement and development. Recommendations and findings in the final report will be based on the current and potential local and regional market to limit the possibility that recommendations for tourism venues will conflict with similar venues in competing/neighborhood and regional destinations.

Project Schedule

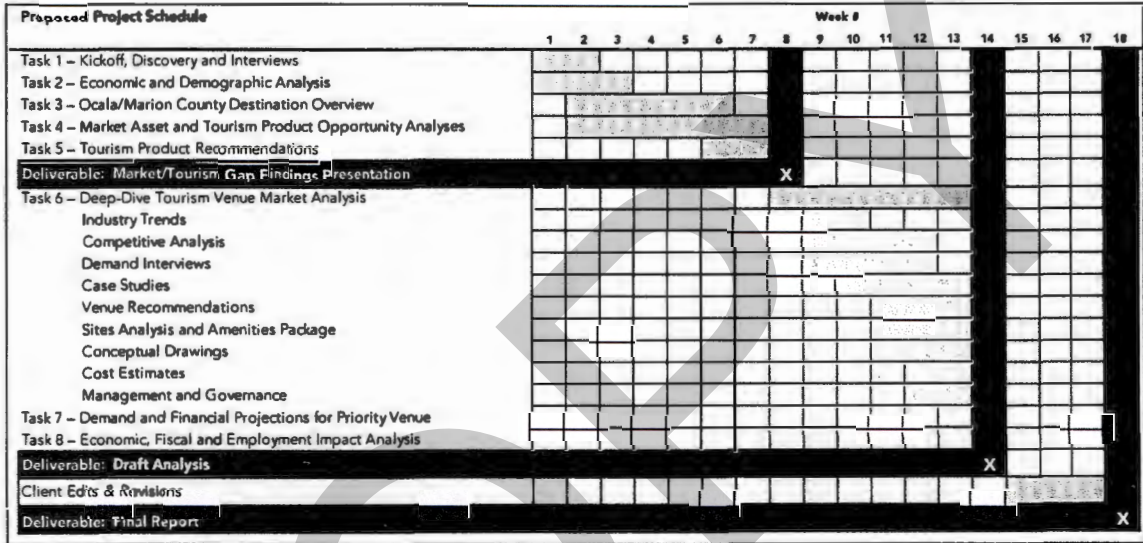
Milestones and Touchpoints. Hunden Partners proposes to break the study process up into the following key milestones and touchpoints:

- **Kickoff Organizing Call** – Once the administrative engagement paperwork process is complete, Hunden will schedule an initial kickoff organizing call/Zoom with the Client team for introductions and to schedule the in-person site visit, tours, and meetings. Hunden will send a kickoff memo outlining requests for data, scheduling arrangements, and key contact information.
- **Site Visit/Local Discovery** – Members of the Hunden key personnel team will travel to Ocala/Marion County to conduct an in-person kickoff trip with the Client, including stakeholder meetings and interviews, as well as tours of surrounding demand generators.
- **Circle Back Call** – After the kickoff trip, Hunden will schedule a ‘circle-back call’ with the Client to wrap up data requests and any outstanding discovery phase items.
- **Check-In Calls** – Throughout the market research tasks, Hunden can schedule check-in calls with the Client to ensure timely forward direction through the study process.
- **Market/Tourism Gap Findings Presentation** – Hunden will present a PowerPoint-style deliverable of the destination gap analysis market findings and recommendations/priorities electronically to the Client. This will include the recommended scenarios for the Client to consider. Hunden will collaborate with the Client to receive feedback prior to beginning the deep-dive venue market analysis and financial modeling.
- **Draft Analysis** – Hunden will complete the deep-dive venue market analysis, as well as financial and impact modeling elements of the scope of work, and compile the results into a draft analysis of its financial outputs, which will be presented to the Client electronically for review and comment.
- **Final Analysis** – After receiving comments from the Client on the draft analysis, Hunden will issue its final analysis.



Schedule. We expect the overall timeline to be approximately 18 weeks, assuming Client responsiveness and availability.

The following chart shows Hunden’s proposed schedule, identifying work tasks, required time to complete tasks, key deliverable milestones, and the tentative completion of each task in weeks.



Hunden Partners proposes to complete the first half of the analysis, the tourism product findings and recommendations for Ocala/Marion County, approximately eight (8) weeks after the in-person site visit and Kickoff trip.

Hunden proposes to complete a draft of the full study, including deep-dive market analysis, demand, financial and impact projections for the top priority venue, approximately 10 weeks after conclusion of the market findings milestone.

We remain flexible in our approach and open to adjustments.

Exhibit B
Schedule of Values



Hunden Partners Marion County Cost Proposal

Base Scope Fee. Hunden Partners proposes to complete the outlined scope of work for a lump-sum fee of **\$99,900**. This base scope lump-sum fee is inclusive of all efforts to complete Tasks 1-8 in the scope, as well as research and travel expenses for up to two (2) trips to Marion County: one for the in-person kickoff (assumed 2 days in market) and one for a final presentation of findings.

Options for Additional Travel Expenses. The Client has requested additional travel and an extended kickoff trip schedule. Hunden has provided the Client with additional travel expense options to consider and select. These fees will be in addition to the base scope lump-sum fee proposed.

The following chart provides a breakdown of the proposed fee by task, as well as fee amounts for the add-on services requested.

| Fee by Task | | Total Fee |
|----------------------------------------------------------------|--|------------------|
| Task 1 – Kickoff, Discovery and Interviews | | \$12,500 |
| Task 2 – Economic and Demographic Analysis | | \$3,000 |
| Task 3 – Ocala/Marion County Destination Overview | | \$12,000 |
| Task 4 – Market Asset and Tourism Product Opportunity Analyses | | \$7,500 |
| Task 5 – Tourism Product Recommendations | | \$4,000 |
| Task 6 – Deep-Dive Tourism Venue Market Analysis | | \$44,400 |
| Industry Trends | | \$2,000 |
| Competitive Analysis | | \$6,000 |
| Demand Interviews | | \$7,000 |
| Case Studies | | \$10,000 |
| Venue Recommendations | | \$1,400 |
| Sites Analysis, Traffic Review and Amenities Package | | \$6,000 |
| Conceptual Drawings | | \$3,000 |
| Cost Estimates | | \$2,000 |
| Management and Governance | | \$4,000 |
| Emergency Situation Grant Review | | \$3,000 |
| Task 7 – Demand and Financial Projections for Priority Venue | | \$6,000 |
| Task 8 – Economic, Fiscal and Employment Impact Analysis | | \$5,500 |
| Creation of Final Report/Deliverables | | \$5,000 |
| Lump Sum Base Fee | | \$99,900 |
| Optional Lump-Sum Fees for Add-On Services | | |
| Trip for Additional Final Presentation of Findings | | \$5,000 |
| Extended 4-Day Kickoff Trip | | \$7,800 |

Assuming authorization for the extended 4-day kickoff trip, the lump-sum total comes to **\$107,700**. Hunden proposes to bill the Client according to the following payment schedule broken out by deliverable milestones:

- Kickoff to initiate work: \$20,000
- Delivery of market/tourism gap findings deliverable: \$30,000
- Delivery of draft analysis deliverable: \$35,000
- Delivery of final analysis deliverable: \$22,700

Should the Client choose to include the additional \$5,000 amount for the optional final presentation trip, Hunden will add that fee amount to the final invoice/payment milestone amount (\$27,700).

There is no additional fee associated with the **25 virtual stakeholder interviews** requested throughout the information gathering process, as they are assumed and included in the base scope lump-sum fee.

