

RESOLUTION NO. 2015-29192

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND THE GREATER MIAMI CONVENTION AND VISITORS BUREAU (GMCVB), IN THE FORM ATTACHED TO THIS RESOLUTION, WITH SAID AGREEMENT HAVING A FIVE (5) YEAR INITIAL TERM, COMMENCING RETROACTIVELY ON OCTOBER 1, 2015, AND ENDING ON SEPTEMBER 30, 2020.

WHEREAS, the City has been contracting with the Greater Miami Convention and Visitor's Bureau ("GMCVB") since 1984 for the purpose of promoting the Miami Beach Convention Center ("Convention Center") and Miami Beach; and

WHEREAS, the GMCVB is the entity primarily responsible for pursuing and securing convention business for the Convention Center, as the Convention Center management company, Global Spectrum, LP, also pursues booking business, but typically those involving shorter term uses; and

WHEREAS, on September 24, 2009, the City Commission adopted Resolution No. 2009-27217 approving a five (5) year agreement commencing on October 1, 2009, and ending on September 30, 2014; and

WHEREAS, the City engaged Strategic Advisory Group (SAG) to assist the City in analyzing the current GMCVB agreement and to recommend revisions which would change the overall direction of the proposed terms to a performance-based agreement with a fee for services approach, whereby the City would establish a base fee, along with an incentive fee to be paid based on the overall achievement of annual performance goals; and

WHEREAS, on September 10, 2014, the City Commission adopted Resolution No. 2014-28745, accepting the recommendations of the Finance And Citywide Projects Committee to extend the Agreement with the GMCVB on a month-to-month basis under the current contracted terms, but not-to-exceed one (1) year from September 30, 2014; directing the Administration to re-negotiate an incentive based agreement; specifying that funding to the GMCVB remain at the current level of \$5,366,000, and authorizing the City Manager to hire an "Owner's Representative" in an amount not-to-exceed \$161,000; and

WHEREAS, following the September 10, 2014 City Commission action, the Administration, SAG and the GMCVB embarked on an extensive joint goal-setting process, which included the participation of the hospitality industry; and

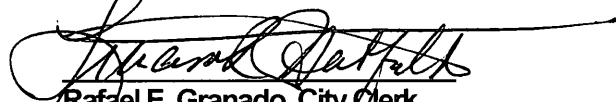
WHEREAS, this process resulted in agreed-upon recommendations and performance-based goals, which have been incorporated within the proposed Agreement attached hereto as Exhibit "A," with said Agreement having a five (5) year initial term, commencing retroactively on October 1, 2015, and ending on September 30, 2020.

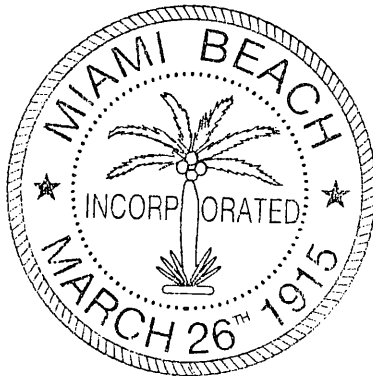
WHEREAS, the Administration recommends approval of the proposed Agreement, attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby approve and authorize the Mayor and City Clerk to execute an agreement between the City and the Greater Miami Convention and Visitors Bureau (GMCVB), in the form attached to this Resolution, with said agreement having a five (5) year initial term, commencing retroactively on October 1, 2015, and ending on September 30, 2020.

PASSED and ADOPTED this 21 day of October, 2015.


ATTEST:


Rafael E. Granado, City Clerk
for OCT 22 2015




Philip Levine, Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

 10/12/15
City Attorney RAP Date

Condensed Title:

A Resolution Approving An Agreement Between The City And The Greater Miami Convention And Visitors Bureau (GMCVB), Which Agreement Shall Be For A Five (5) Year Initial Term, Commencing Retroactively On October 1, 2015, And Ending On September 30, 2020 Attached As Exhibit "A".

Key Intended Outcome Supported:

Maximize The Miami Beach Brand as a World Class Destination

Supporting Data (Surveys, Environmental Scan, etc.): A majority of residents of Miami Beach (64%) believed that tourism adds to the quality of life in Miami Beach according to the 2014 Community Satisfaction Survey. This figure was down slightly from 2009 (69%) and 2012 (70%). About one in five residents (19%) claimed that tourism detracted from quality of life with results fairly similar across districts.

Item Summary/Recommendation:

The City has been contracting with the Greater Miami Convention and Visitor's Bureau (GMCVB) since 1984 for the purpose of promoting the Miami Beach Convention Center and the destination. The GMCVB is the entity primarily responsible for pursuing and securing Convention business for the Convention Center, with the Convention Center management company also responsible for pursuing booking business, which typically includes shorter term uses. On September 24, 2009, the City Commission adopted Resolution No. 2009-27217 approving a new five (5) year agreement commencing on October 1, 2009, and ending on September 30, 2014. In anticipation of the expiration of the GMCVB agreement, the City contracted with Strategic Advisory Group (SAG) to assist the City in analyzing the current GMCVB agreement and recommend revisions. Although the prior agreement with the GMCVB did include performance goals, those goals were generally static and the fee earned by the GMCVB was not tied to performance. SAG's primary recommendation is to change the overall direction of the GMCVB contract with the City to a performance based agreement from a fee for services approach. This new direction focuses on the achievement of key metrics and the overall measureable success of GMCVB in their contractual relationship with the City. As part of this recommendation, the City would establish a base fee and establish an incentive fee to be paid based on the overall achievement of agreed-upon annual performance goals.

On September 10, 2014, the City Commission adopted Resolution No. 2014-28745, which accepted the recommendations of the Finance And Citywide Projects Committee to extend the Interlocal Agreement with The Greater Miami Convention And Visitors Bureau (GMCVB) on a month-to-month basis under the current contracted terms, but not to exceed one (1) year from September 30, 2014; for the City Administration to re-negotiate an incentive based agreement that establishes a base fee and an incentive fee to be paid based on the overall achievement of annual performance goals; and further that funding to the GMCVB remain at the current level of \$5,366,000; and that the city hire an owner's representative in an amount not to exceed \$161,000 at the City Manager's discretion.

Following the September 10, 2014 City Commission action, the Administration, SAG and the GMCVB embarked on an extensive joint goal setting process, which included the participation of the hospitality industry. This process resulted in agreed upon recommendations and goals for the new Agreement. Implementation of these recommendations has already commenced. These goals will be reviewed through the established annual goal setting process and will be adjusted based on actual market conditions annually. The proposed new Interlocal Agreement is attached at Exhibit "A".

Advisory Board Recommendation:

The Finance and Citywide Projects Committee considered this item at their January, 7, 2015, February 2, 2015, March 2, 2015, and April 8, 2015 meetings.

Financial Information:

Source of Funds:	Amount	Account
1	\$ 5,369,243	Resort Tax Account 160.4300.000353

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Max Sklar, ext. 6116

Sign-Offs:

Department/Director	Assistant City Manager	City Manager
MAS	KGB	JLM

T:\AGENDA\2015\October\TCED\October 21\GMCVB 2015 Agreement Summ.doc



MIAMI BEACH

AGENDA ITEM R7G
DATE 10-21-15



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Honorable Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: October 21, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY AND THE GREATER MIAMI CONVENTION AND VISITORS BUREAU (GMCVB), WHICH AGREEMENT SHALL BE FOR A FIVE (5) YEAR INITIAL TERM, COMMENCING RETROACTIVELY ON OCTOBER 1, 2015, AND ENDING ON SEPTEMBER 30, 2020 ATTACHED AS EXHIBIT "A".**

FUNDING

Funding is available in Resort Tax Account 160.4300.000353

ADMINISTRATION RECOMMENDATION

The Administration recommends approving an agreement between the City and the Greater Miami Convention and Visitors Bureau (GMCVB), which agreement shall be for a five (5) year term, commencing retroactively on October 1, 2015, and ending on September 30, 2020 attached as Exhibit "A".

BACKGROUND

The City has been contracting with the Greater Miami Convention and Visitor's Bureau (GMCVB) since 1984 for the purpose of promoting the Miami Beach Convention Center and the destination. The GMCVB is the entity primarily responsible for pursuing and securing Convention business for the Convention Center, with the Convention Center management company also responsible for pursuing booking business, which typically includes shorter term uses. A booking policy governs priority of bookings. The GMCVB also engages in local, national and international marketing of the overall destination in an effort to promote tourism. The goal of both the convention booking and destination marketing is to secure hotel room nights in the City, and further enhance the City's tourism economy. Funding for the City's Agreement with the GMCVB is derived from the Municipal Resort Tax revenue. The GMCVB derives additional funding from Miami-Dade County, Village of Bal Harbour, member fees and cooperative marketing partnerships. The GMCVB's activities are focused primarily in marketing and convention sales/meeting sales.

In 1984, the City of Miami Beach (CMB), Miami Dade County, the City of Miami and the Village of Bal Harbour, entered into an Interlocal Agreement with the Greater Miami Convention and Visitor's Bureau to perform tourism and convention sales and promotion functions. On July 7, 1999 the Mayor and City Commission adopted Resolution No. 99-23237 approving an agreement with the GMCVB for an initial term commencing on October 1, 1999 and ending on September 30, 2002 with one, two (2) year renewal option, at the City's discretion. On December 8, 2004, the City Commission adopted Resolution No. 2004-25767 which approved an agreement with the GMCVB

for five (5) years from October 1, 2004 – September 30, 2009. On July 7, 2009, the Finance and Citywide Projects Committee directed the Administration to negotiate a new five (5) year agreement with the GMCVB. On September 24, 2009, the City Commission adopted Resolution No. 2009-27217 approving a new five (5) year agreement commencing on October 1, 2009, and ending on September 30, 2014.

NEW AGREEMENT

In anticipation of the expiration of the GMCVB agreement, the City contracted with Strategic Advisory Group (SAG) to assist the City in analyzing the current GMCVB agreement and recommend revisions. As you know, SAG is the City's consultant for the Convention Center Renovation Project. In addition to these services SAG also has destination marketing experience. Mr. Daniel Fenton, Associate Partner with SAG, has over 25 years of Hospitality and Destination Marketing experience. Prior to joining SAG, Mr. Fenton was CEO of the San Jose Convention and Visitors Bureau, a past chair of Destination Marketing Association International (DMAI), and has held senior management positions with Radisson, Amfac and Hyatt Hotels. He is a graduate of the Cornell School of Hospitality Management.

Mr. Fenton specifically performed the following services for the City:

1. Reviewed and analyzed the current GMCVB agreement;
1. Reviewed historical bookings and recommended future production goals and goal setting process;
2. Reviewed proposed Term Sheet by GMCVB;
3. Reviewed budget information from CMB and Bureau including summary data on key measures from the past three to five years;
4. Reviewed hotel inventory data for Miami Beach and the Greater Miami area, including trends in transient occupancy tax collections; and
5. Conducted interviews with stakeholders including City staff, and multiple interviews with key staff of the Convention Center.
6. This research effort established industry standards, as well as suggest alternative strategies that are currently working well in other locations (along with lessons learned from failed experiments elsewhere).
7. Identifying opportunities to refine approach to guiding future performance; and
8. Proposing revisions to current GMCVB agreement.

SAG RECOMMENDATIONS

Although the prior agreement with the GMCVB did include performance goals, those goals were generally static and the fee earned by the GMCVB was not tied to performance. SAG's primary recommendation is to change the overall direction of the GMCVB contract with the City to a performance based agreement from a fee for services approach. This new direction focuses on the achievement of key metrics and the overall measureable success of GMCVB in their contractual

relationship with the City. SAG also recommended a performance management approach that is collaborative with clarity on how performance will be monitored. As part of this recommendation, the City would establish a base fee and establish an incentive fee to be paid based on the overall achievement of agreed-upon annual performance goals.

On July 18, 2014 this item was brought to Finance and Citywide Projects Committee meeting. The committee made no recommendation and moved the item to the August 13, 2014 Budget meeting and then to the September 10, 2014 Commission meeting for final discussion. On September 10, 2014, the City Commission adopted Resolution No. 2014-28745, which accepted the recommendations of the Finance And Citywide Projects Committee to extend the Interlocal Agreement with The Greater Miami Convention And Visitors Bureau (GMCVB) on a month-to-month basis under the current contracted terms, but not to exceed one (1) year from September 30, 2014; for the City Administration to re-negotiate an incentive based agreement that establishes a base fee and an incentive fee to be paid based on the overall achievement of annual performance goals; and further that funding to the GMCVB remain at the current level of \$5,366,000; and that the city hire an owner's representative in an amount not to exceed \$161,000 at the City Manager's discretion.

ANALYSIS

Goal Setting Process

Following the September 10, 2014 City Commission action, the Administration, SAG and the GMCVB embarked on an extensive joint goal setting process, which included the participation of the hospitality industry, specifically the Fontainebleau Hotel, Loews Hotels, Marriot Hotels, Goldman Properties, Kimpton Hotels, Johnson and Wales University and the Convention Center manager (Spectra Management Group). This was a collaborative approach that included the following:

- Current activity review
- Hotel room block analysis
- Convention center calendar analysis
- GMCVB sales data analysis
- Meeting planner feedback
- Monthly sales meetings
- Analysis of available group market
- Goal setting – five year projection
 - Priority one (1) and two (2) goals
 - Miami beach "in-hotel" group goals
 - Convention center revenue goals
 - Leisure goals
- Recommendations
- Performance management process

Recommendations

This process resulted in the following recommendations and agreed upon goals:

- Market Development
 - Identify the "Top Ten" markets
 - Initiate a prospecting and qualification plan
- Opportunity to Focus

- Redeployment of the GMCVB sales team – dedicated sales team – market focused
 - Development of a joint marketing plan by GMCVB and Spectra
 - Development of a new campaign and brand initiative
 - Creation of a Miami Beach sales and marketing budget
 - Permanent dedicated GMCVB sales offices at MBCC
- Participation, Collaboration and Reporting
 - Continuation of monthly sales meetings
 - Development of reports that give a comprehensive overview of the year to date results and sales activity
 - Development of reports that identify the results by sales manager as well as by identified priority market segments
 - Implementation of the TAP report (or similar)
 - Creating software accessibility
- Goal Setting
 - Develop an annual calendar for the goal setting process
 - Incorporate a review and approval process that includes the internal teams, senior MBCC, City leadership, and the hotel industry and is finalized by the City Manager

Implementation of these recommendations has already commenced and some of them are completed and many are well underway. Furthermore, attached as Exhibit "A" are the agreed upon annual goals for the GMCVB. These goals will be reviewed annually through the established annual goal setting process and will be adjusted based on actual market conditions in collaboration with the goal setting stakeholder group.

INTERLOCAL AGREEMENT TERMS

- **Base Term:** Five (5) year Agreement
- **Renewal Term:** Five (5) years based on achievement of performance metrics
- **Base Fee (Year 1):** \$5,369,243
- **Base Fee (Year 2 – 5):** \$4,700,000
 - Base Fee (effective year 2) will be adjusted up or down, indexed, with the overall growth or reduction of the municipal resort tax collections annually.
- **Incentive Fee:** GMCVB may earn an additional \$1,500,000 based on ability to achieve performance objectives.
 - Incentive prorated beginning with 85% up to 130%
- **Performance Management:**
 - The performance metrics will be monitored using a scale where 100% achievement indicates satisfactory performance.
 - If GMCVB falls below 85% in one of the designated metrics above over a six month time frame, this may be considered as non-performance of the contract.
 - If the GMCVB does not "cure" the non-performance metric in ninety days, the city will have the right to terminate the agreement and or reallocate specific funding.
 - Performance will be monitored by reviewing definite bookings and overall sales activity. If sales activity is deemed to be below the amount needed to achieve the booking goals, this may be considered as non-performance.
- **Annual Goal Setting Process:** New goal setting process is collaborative and includes industry engagement.

FINANCE AND CITYWIDE PROJECTS COMMITTEE

The Finance and Citywide Projects Committee considered this item at their January, 7, 2015, February 2, 2015, March 2, 2015, and April 8, 2015 meetings. During those meetings the Committee received presentations on the GMCVB's marketing and public relations programs, financial performance, new performance standards and proposed terms for the new agreement.

CONCLUSION

The attached Agreement represents the culmination of negotiations with the GMCVB and the Administration recommends approving an agreement between the City and the Greater Miami Convention And Visitors Bureau (GMCVB), which agreement shall be for a five (5) year term, commencing retroactively on October 1, 2015, and ending on September 30, 2020 attached as Exhibit "A".

JLM/KGB/MAS

T:\AGENDA\2015\October\TCED\October 21\GMCVB 2015 Agreement Memo.doc

AGREEMENT
BETWEEN CITY OF MIAMI BEACH AND
THE GREATER MIAMI CONVENTION AND VISITORS BUREAU

THIS AGREEMENT, is made and executed as of this ____ day of _____, 2015 by and between the **CITY OF MIAMI BEACH**, a municipal corporation organized and existing under the laws of the State of Florida (the City or Miami Beach), and the **GREATER MIAMI CONVENTION AND VISITORS BUREAU, INC.**, a Florida not-for-profit corporation (the Bureau or GMCVB).

RECITALS:

WHEREAS, since 1984, the City and the Bureau have been parties to numerous, successive agreements for the primary purpose of marketing and promoting both the Miami Beach Convention Center ("MBCC") (by way of booking convention business that will generate hotel room nights in the City), and (generally) the City of Miami Beach (by promoting and marketing the City overall as a principal tourist destination); and

WHEREAS, on September 24, 2009, pursuant to Resolution No. 2009-27217, the Mayor and City Commission approved the most recent agreement with the Bureau, for a five (5) year term which commenced on October 1, 2009, and ended on September 30, 2014; and

WHEREAS, on September 10, 2014, the pursuant to Resolution No. 2014-28745, the Mayor and City Commission accepted the Finance and Citywide Projects Committee recommendation and extend the Interlocal Agreement with the Greater Miami Convention and Visitors Bureau on a month-to-month basis under the current contracted terms, but not to exceed one (1) year from September 30, 2014;

WHEREAS, the City Commission directed the City Administration to re-negotiate an incentive based agreement that establishes a base fee and an incentive fee to be paid based on the overall achievement of annual performance goals and that funding for the GMCVB remain at the current level of \$5,366,000 and recommended that the City hire an consultant in an amount not to exceed \$161,000 to assist with goal setting and proposed terms for a performance based agreement; and

WHEREAS, the City and the Bureau have negotiated the following new Agreement, for an initial term of five (5) years, which may be renewed upon mutual agreement for an

additional five-year period based on the GMCVB's satisfactory performance under this Agreement, including but not limited to achievement of performance metrics set forth herein and overall compliance with this Agreement and further subject to the foregoing terms and conditions, as set forth below.

NOW THEREFORE, the parties agree as follows:

SECTION 1 - CONTRACT WITH THE BUREAU.

SECTION 1.01 Bureau Functions. The City hereby contracts with the Bureau to perform (or cause to be performed) the following tourism and convention related services, upon the terms and conditions hereinafter set forth:

- (a) Develop, promote, market, book, and secure conventions, trade shows, and group business for venues in the City;
- (b) Expand, develop, and promote tourism in the City in the domestic and world markets, through consumers, travel agents, tour operators, wholesalers, airline marketing, media, advertising, and other modalities, as determined by the Bureau. The Bureau's responsibilities pursuant to this subsection (b) shall also include, without limitation, expansion, development, and promotion of tourism in the City during the "need periods," as said term is customarily defined within that industry;
- (c) Maintain programs and services in connection with the marketing and promotion of conventions and tourism to benefit the City and venues in the City including, without limitation, convention services, tourist reservation services, and other operational and administrative programs in connection therewith;
- (d) Prepare and distribute brochures, pamphlets and other advertising information disseminating information about the City through traditional and digital media, including but not limited to web-based and/or mobile application formats and the like;
- (e) Cooperate with segments of the City's tourism and convention business, and visitor centers to encourage booking of hotel reservations, tour packages, car rentals, and other similar services;
- (f) Engage in tourism and convention research and planning, and conduct campaigns of information, advertising, publicity, marketing, and sales

relating to tourism and conventions to benefit the City and venues in the City;

- (g) Conduct and carry out programs or projects designed to promote tourism and attract tourists and conventions to the City, and cooperate with public and private organizations or groups, as well as hotels, restaurants, retail venues, and tourist related entities and attractions, in their respective efforts to promote tourism and attract tourists and conventions to the City;
- (h) Select, hire, train, and employ such employees or other personnel as the Bureau deems necessary or appropriate to satisfy its responsibilities under this Agreement. No employee, contractor, or other personnel of the Bureau shall, for any purpose, be considered to be an employee of the City, and the Bureau shall be solely responsible for their supervision, direction, and control, and for setting and paying their respective compensation, federal income tax withholding, and benefits (if any).
- (i) To the maximum extent possible, provide economic opportunities to the City's businesses and vendors through the Bureau's procurement of goods and services, and actively market, promote and disseminate information to City businesses and vendors with regard to the Bureau's procurement policies (in an effort to provide increased competition and awareness to City businesses and vendors of future bids, proposals, and other procurement opportunities issued by the Bureau);
- (j) To the maximum extent possible, advise, inform, update, and involve the City's policy makers in Bureau activities;
- (l) Increase partnering and co-promotions with hotels, restaurants, retail venues, and other tourist related entities and attractions within the City;
- (m) Continue to emphasize the City as a "global destination" for vacation, meetings, and conventions through campaigns of information, advertising, publicity, marketing and sales, and event production and promotion;
- (n) Actively seek out "major media events" that will be broadcast from (or otherwise spotlight) Miami-Dade County, and, more specifically, that are anticipated to draw positive national and international attention to the City. The term "major media event" shall be defined as including events

of equal or greater caliber as the following events which have taken place in the City and/or Miami-Dade: Super Bowl, Latin Grammys, MTV Video Music Awards, College Football Championship, MLB All Star Game, etc.;

- (o) Budget, administer, and implement the funds received by it including, without limitation, the City's Contribution (as defined in Section 4.01 hereof);
- (p) Enter into contracts with third parties to accomplish any or all of the above; and
- (q) Perform any other function reasonably related to the policy and purpose of this Agreement.

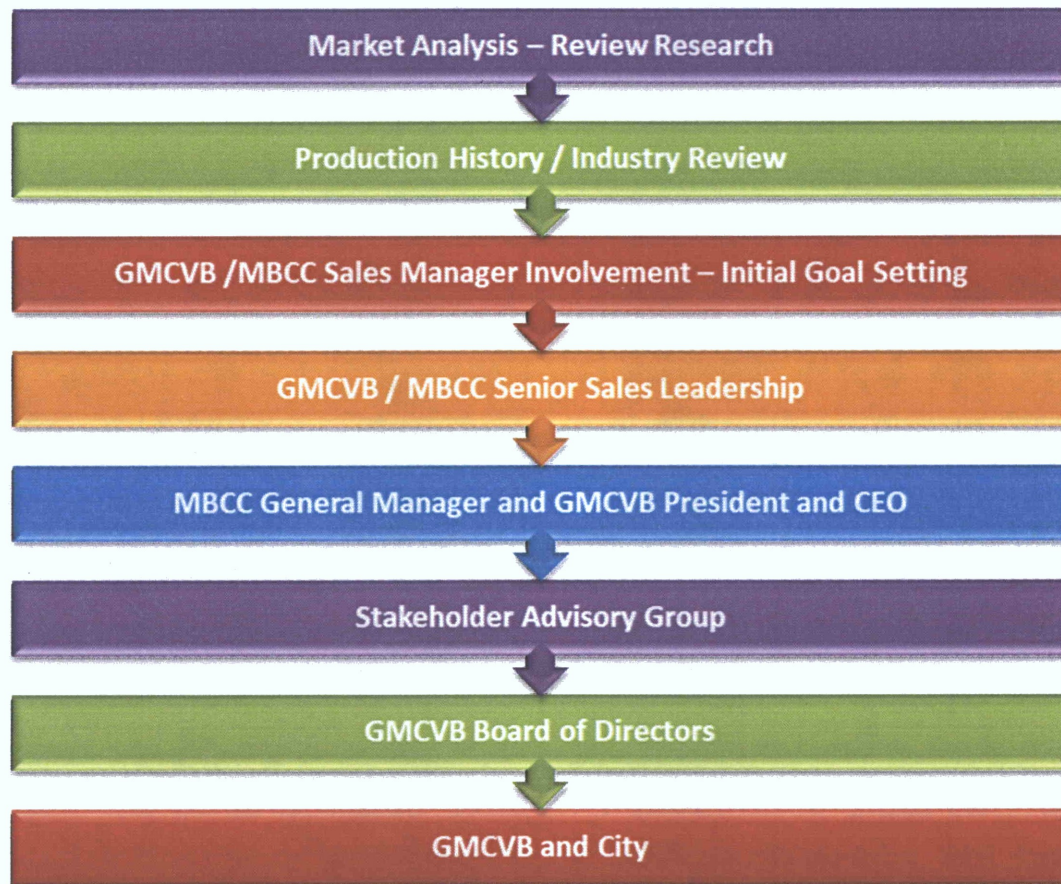
SECTION 1.02 Initiatives.

For purposes of this Section 1.02 and this Agreement, a "contract year" shall be defined as each one (1) year period during the Term of the Agreement, commencing on October 1st, and ending on September 30th.

GMCVB will supply an annual budget, including a Miami Beach Group Sales budget and Program of Work, subject to review and input by the City Manager, that demonstrates the GMCVB's efforts to promote Miami Beach and book group business.

SECTION 1.03 Performance Objectives

a) **Annual Goal Setting Process.** Throughout the Term of the Agreement, GMCVB will lead an annual goal setting process related to the contractual metrics that includes a defined internal process and the participation of the City, the hospitality industry and MBCC operator. GMCVB will develop an annual calendar showing when the agreed upon goal setting steps will be accomplished. The City will be made aware of all meetings to execute the goal setting process. The Goal Setting Process will include a review of the TAP report (or similar report), sales activity and discussions on need periods, targeted vertical markets and underperforming markets. The proposed Goal Setting Process is as follows:



The City reserves the right to reject the mutually agreed upon goals if the above stated process has not been followed with the documented approvals of the Stakeholder Advisory Committee and the GMCVB Board of Directors.

b) **Annual Marketing Plan:** GMCVB will collaborate with the City and the MBCC operators to create a singular marketing plan in the area of citywide convention sales and marketing. The marketing plan will include an outline of the agreed-upon key vertical markets, a collaborative approach to all marketing channels, and a deployment plan. The marketing plan will be presented by September 1st for review and approval by the City.

(c) **Marketing Support:** The Bureau will participate in monthly sales and marketing meetings held between the City and the MBCC's General Manager.

c) **Sales/Booking Goals:** The GMCVB will be responsible for performing sales and marketing activities that increase visitation, room night consumption and the economic impact associated with increased tourism activity in Miami Beach. The GMCVB will be responsible for producing agreed upon results in the following areas and as more specifically

detailed in Exhibit “A” hereto, which is the result of the first annual Goal Setting Process:

i. Number of new bookings for Citywide (Priority 1 and Priority 2) Group Business, as defined in the City’s Convention Center Booking Policy Guidelines attached as Exhibit “ A “ hereto;

ii. Number of new bookings for “In house Miami Beach Hotel Group Business,” defined as new future group bookings for a minimum number of room nights and meetings at hotels located within the City of Miami Beach; and

iii. Number of new bookings for Individual and Group Leisure Business, defined as Miami Beach travel undertaken for pleasure, as opposed to business travel. The Individual and Group Leisure Business will be measured by the following metrics:

(1) Leisure Indicator: On-line “referrals” to Miami Beach hotels attributable to GMCVB leisure campaigns; and

(2) Overall Leisure Contribution: The annual Smith Travel Report (STR) report for leisure travel to Miami – Dade County will be modified based on third party research of DMO influence in key visitor markets. This will be used as a methodology for establishing overall leisure room night goals.

d) **MBCC Fiscal Performance Goal:** In addition to the foregoing goals, as a key partner in the overall success of the MBCC, the GMCVB will have a mutually agreed upon annual revenue goal for MBCC Rental and Food & Beverage revenue.

e) **Customer Service Goal:** In addition to the foregoing goals, GMVCB must achieve no less than a 90% positive rating (positive=excellent/good) on GMCVB customer service surveys from clients utilizing GMCVB services for MBCC bookings (during each Contract Year);

SECTION 1.04 Scoring Matrix for Sales/Booking Performance Objectives

The GMCVB will be annually measured on each of the above performance objectives outlined in Section 1.03 and as delineated more fully in Exhibit A. With respect to the Sales/Booking Goals pursuant to Section 1.03(c) above, GMCVB’s performance shall be evaluated using the following weighted methodology:

- Attainment of annual Citywide (Priority 1 and Priority 2) Group Business goals = 60% (60 points)
- Attainment of annual In house Miami Beach Hotel Group Business goals = 25%

(25 points)

- Attainment of annual Individual and Group Leisure Business goals = 15% (15 points)
- Total Score: 100% (100 points)

a) GMCVB must achieve a minimum aggregate Total Score of 85% (85 points) of Sales/Booking Goals each year, with points for attainment of goals within each category calculated on a proportionate basis. For illustrative purposes only, if the annual Citywide Group Business goal is to book six (6) new Priority 1 and Priority 2 events (for a score of 60 points), and GMCVB books four (4) new events in that year, GMCVB shall receive a score of 40 points for the Citywide Group Business goals for that year. If GMCVB exceeds the annual goal and books eight (8) new events in that year, GMCVB shall receive 80 points for the Citywide Group Business goals for that fiscal year.

b) If GMCVB achieves or exceeds the required minimum Total Score of 85 aggregate points in any given year for its Sales/Booking Goals, GMCVB shall be entitled to the Incentive Fee in accordance with Section 4.01(d) below. If GMCVB fails to meet any its overall annual goal, such non-performance shall constitute an Event of Default pursuant to Section 2.02 below.

c) The City will meet monthly with GMCVB to monitor and assess GMCVB's progress toward achievement of the performance goals, including review of sales and marketing activity, (i.e. prospects, tentatives and definites) on an ongoing basis.

SECTION 2 TERM/DEFAULT AND TERMINATION

SECTION 2.01 The term of this Agreement shall be deemed to have commenced (retroactively) on October 1, 2015, and shall terminate on September 30, 2020 (the Term). This Agreement may be renewed by mutual agreement for an additional five (5) year period based on the GMCVB's satisfactory performance under this Agreement, including but not limited to achievement of performance metrics set forth herein and overall compliance with this Agreement.

SECTION 2.02 Notwithstanding the foregoing, the City may terminate this Agreement in the event the City Manager determines, at his or her sole discretion, that the GMCVB has failed to meet any of its annual goals established pursuant to this Agreement, and/or has failed or is unable to observe, perform, or otherwise comply with any of the terms and conditions set forth in this Agreement (each such failure to perform an "Event of Default"

hereunder), which Event of Default continues for more than thirty (30) days after written notice from the City Manager; provided, however, that if the nature of the default is such that more than such period is reasonably required for its cure, the City shall not terminate this Agreement if the Bureau commences the cure within such period and thereafter diligently pursues the cure to completion and actually completes the cure within an additional sixty (60) day period, or such longer period as may be established for Events of Default covered by Section 2.02(a) below.

- a) The approach to monitoring Citywide Group Business Conventions performance is as follows:

- (i) The Citywide Priority 1 and Priority 2 Group Business goals will be monitored using a scale where 100% achievement indicates satisfactory performance. If the GMCVB falls below 85% in either the Priority 1 and Priority 2 Group Business goals in a twelve month timeframe, any such non-performance shall constitute an Event of Default pursuant to this Section 2.02 of the Agreement, and GMCVB shall have 90 days to complete a cure of such Event of Default following the written notice of the Event of Default from the City Manager.

- (ii) The City will review the GMCVB's sales activity on an ongoing basis and if sales activity is deemed to be below the amount needed to achieve the Sales/Booking goals established pursuant to Section 1.03(c), the City may terminate the agreement or reallocate funding to increase sales efforts directly under City oversight if the non-performance of sales activity metrics are not rectified. The City may also extend this period based on its evaluation of the Bureau's overall sales activity.

- b) The performance metric for In House Miami Beach Hotel Group Business and Leisure and Group Leisure Business results is as follows:

- (i) If the GMCVB falls below 85% of the agreed upon goals, such non-performance shall constitute an Event of Default under this Agreement.

- c) Following the written notice from the City Manager of an Event of Default and expiration of the applicable cure period, the City (through its City Manager) may exercise any or all of the following remedies:

- (i) City may terminate this Agreement by written notice to the Bureau, in which case this Agreement shall terminate as of the date set forth in such notice and the City shall have no further liability or obligations whatsoever under this Agreement.

- (ii) Upon termination, the City shall have no further obligation to fund and/or

otherwise allocate and/or appropriate any remaining funds pursuant to this Agreement, and the Bureau shall immediately remit back to the City any and all unencumbered City funds allocated to the Bureau including, without limitation, the City's Contribution (as set forth in Section 4.01 hereof) on a prorated basis based on the remaining time of the fiscal year in which the agreement is terminated.

- (iii) The City may exercise any other remedies available at law or in equity.
- (iv) The various rights and remedies reserved to the City in this Agreement (or otherwise) shall be cumulative and, except as otherwise provided by Florida law, the City may pursue any or all of its rights and remedies at the same time.
- (v) Notwithstanding the above the City shall not terminate this Agreement for failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the Bureau's reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event including a delay in the Convention Center reopening.

SECTION 2.03 Upon the expiration of this Agreement or a termination for any reason, all further obligations of the parties hereunder shall terminate except unless expressly provided in this Agreement (including, without limitation, Section 2.04 below), or as otherwise agreed to by the parties, in writing.

SECTION 2.04 Notwithstanding the preceding Section, the parties hereto acknowledge that the Bureau and the City may, during the Term, enter into contracts that are expected to predominantly benefit the City in future years, and which may entail a funding commitment(s) beyond (i) a termination of this Agreement, and/or (ii) the Term of the Agreement. In such cases, the City (through its City Manager) and the Bureau shall expressly agree, in writing, on a case by case basis, that the particular contract is intended to be funded by the Bureau and/or the City beyond an early termination and/or expiration of the Agreement and shall, in such cases, further provide that the funding obligations under that particular contract are intended to survive or be performed after such expiration or termination of the Agreement.

**SECTION 3 CITY PARTICIPATION ON BUREAU BOARD OF
DIRECTORS, EXECUTIVE COMMITTEE, COMMITTEES
AND/OR SUB-COMMITTEES**

The Bureau shall be managed by a Board of Directors (Board) having such number of members and composition as may be determined by the Bureau. Such Board shall be representative of the hotel and visitor industry; shall reflect the ethnic and multi-cultural diversity of the community; and be gender representative.

The Bureau shall act through an Executive Committee, which shall meet between meetings of the Board. The composition of the Executive Committee shall be determined by the Board.

The Bureau shall also establish, as it deems appropriate, committees and/or sub-committees, which may include, without limitation, a Finance Committee; Marketing and Tourism Committee; Convention Sales Committee; Nominating Committee; and Community Relations Committee. The composition of such committees and sub-committees shall be determined by the Board.

Notwithstanding the foregoing, the Bureau herein recognizes the significant financial contributions made by the City pursuant to this Agreement; accordingly, the Bureau and the City agree that, throughout the Term of this Agreement, the City's representation and membership on the Board, Executive Committee, and any and all committees and/or sub-committees shall be as follows:

(a) Board of Directors.

The City's representation and membership on the Board shall be a number proportionate to the percentage amount of the City's total annual financial contribution to the Bureau (as set forth in this Agreement), in relation to the Bureau's total operating budget; but in no event shall said percentage be less than 25%. The aforesaid members shall be voting members of the Board, selected by the Board from a slate submitted by the City Manager, and shall be:

- (i) residents of Miami Beach; and/or
- (ii) representative of the City's hotel and visitor industry; and
- (iii) reflect the ethnic and multi-cultural nature of the City; and
- (iv) be gender representative.

(b) Executive Committee.

The City's representation and membership on the Executive Committee shall be a number proportionate to the percentage amount of the City's total annual financial contribution to the Bureau (as set forth in this Agreement), in relation to the Bureau's total operating budget; but in no event shall said percentage be less than thirty percent (25%). The aforestated members shall be voting members of the Executive Committee, selected by the Board from those members of the Board selected from the City's slate for the Board; however, the City's proportionate representation and membership on the Executive Committee must include the following:

- (i) The City's Mayor or his/her designated representative (who shall be a member of the Miami Beach City Commission); and
- (ii) the City Manager.

(c) Committees and/or Sub-Committees.

The City's representation and membership on any and all Bureau committees and/or sub-committees, shall be a number proportionate to the percentage amount of the City's total annual financial contribution to the Bureau (as set forth in this Agreement), in relation to the Bureau's total annual operating budget; but in no event shall said percentage be less than 25%. The aforestated committees and/or sub-committee members shall be voting members and shall be:

- (i) residents of Miami Beach; and/or
 - (ii) representative of the City's hotel and visitor industry; and
- (a) reflect the ethnic and multi-cultural diversity of the City; and
- (b) be gender representative.

Notwithstanding the above, throughout the Term of this Agreement:

- (i) the City Manager or his/her designee shall be a voting member of the Finance Committee;
- (ii) the General Manager of the MBCC shall be a voting member of the Convention Sales Committee; and

- (iii) the Marketing and Tourism Committee shall reflect and be representative of the Initiatives.

SECTION 4 FUNDING.

SECTION 4.01 Contribution from Miami Beach (the City's Contribution).

- (a) Base Fee Year one (1) (Fiscal Year 2015/16): The City's total annual contribution to the Bureau shall be \$5,369,243 for the first year of the agreement
- (b) Base Fee Year two (2): Beginning in the second year of the contract (Fiscal Year 2016/17), the Base Fee will be established at \$4.7 million dollars.
- (c) Following the conclusion of the first contract year and each contract year thereafter, the Base Fee will be adjusted up or down based on the overall percentage increase or reduction of the prior year municipal resort tax collections. The new base fee will include the accumulated growth or reduction.
- (d) Incentive Fee:
 - In each Fiscal Year the GMCVB can earn an annual incentive fee of up to \$1,950,000 based on the GMCVB's ability to achieve 130% of the agreed upon Performance Objectives as set forth in section 1.03 and 1.04 herein ("Incentive Fee"). The Incentive Fee earned by the GMCVB, if any, shall be payable within 30 days after the close of the Fiscal Year and City's receipt of an invoice from the GMCVB with respect thereto.
 - The Incentive Fee will be paid on a prorated basis, beginning at 85% of the Incentive Fee payable once the GMCVB achieves an annual Total Score of 85 points/percentage pursuant to Section 1.04 herein and provided GMCVB is in compliance with other terms and conditions of this Agreement. Performance metrics will be weighted in the determination of percentage achievement. If the GMCVB exceeds 100% of its Sales/Booking Goals and achieves a Total Score pursuant to Section 1.04 in excess of 100 points, then

GMCVB shall receive an additional Incentive Fee, on a proportionate basis, up to a not-to-exceed cap of 30% of the Incentive Fee (“Additional Incentive Fee”). For illustrative purposes only, if GMCVB meets all of its annual goals established pursuant to Section 1.03 and obtains a Total Score of 120 points pursuant to Section 1.04, then GMCVB shall be entitled to the Incentive Fee and an additional 20% of the Incentive Fee. If GMCVB exceeds the goals and obtains a Total Score of 140 points pursuant to Section 1.04, then GMCVB shall be entitled to its Incentive Fee and an additional 30% of the Incentive Fee.

- e) The City’s Contribution shall be paid from the Municipal Resort Tax revenues levied and collected by the City pursuant to Chapter 67-930, Laws of Florida, and the respective ordinances applicable thereto, as amended from time to time (the Tax), subordinate to City’s debt service and related obligations as set forth in Section 4.01(g) below.
- f) For purposes of this Agreement, the Tax shall be further defined as derived only from the two percent (2%) portion of the Municipal Resort Tax collections generated from the sale of hotel rooms, food and beverage, and alcohol throughout the City of Miami Beach.
- g) The City shall distribute the City’s Contribution to the Bureau after the following distributions and deductions have been made:
 - (i) Less four percent (4%) of the total gross revenues collected from the Municipal Resort Tax, for collection costs; and
 - (ii) All payments shall be junior and subordinate in all respect to any and all obligations of the City required under any resolutions or ordinances pursuant to which bonds or other indebtedness of the City of Miami Beach are issued which are secured by the Municipal Resort Tax.
- h) The City’s Chief Financial Officer shall be responsible for making such debits and credits, collection costs, and monies pledged to bonds or other indebtedness of the City, as set forth in this Section 4.
- i) The sole funding authority for payment of the City’s Contribution shall

be from the Municipal Resort Tax revenues, and the City shall have no obligation to continue to pay the City's Contribution to the Bureau, or to provide an alternate funding source, in the event that adequate funds from the Municipal Resort Tax revenues do not become available at any time during the Term.

SECTION 4.02 Public Funds. The Bureau shall maintain the City's Contribution, and any and all other public funds allocated and/or appropriated to the Bureau pursuant to the Agreement, in an account or accounts segregated from and not commingled with any privately raised funds.

- (a) Method of Payment and Disbursement. The City shall transfer to the Bureau its required share of the revenues described herein within thirty (30) days after the last day of the month in which the City received the funds.
- (b) Prohibited Expenditures from Public Funds. The Bureau shall not expend City's Contribution for the following purposes: Bureau staff travel and entertainment (except that travel and entertainment expenses when soliciting or promoting a major convention or corporate meeting); any matters relating to the Bureau's function as an association, including but not limited to membership dues and salaries of personnel whose duties relate to membership marketing; the salary, benefits and prerequisites of the Chief Executive Officer; interest expenses on loans to the Bureau; and any and all other expenses relating to activities beyond the scope of this Agreement.

SECTION 4.03 No Impairment of Bond Obligations. In the event the City determines that the allocation of Municipal Resort Tax revenues required to be made under Section 4.01 may impair the obligation of any contractual arrangement between the City and the holders of its bonds secured by said Tax revenues, the City's participation in this Agreement shall be forthwith terminated without any liability to the City; provided, however, that in the event of such termination, the City and/or the Bureau shall continue to be bound by any funding obligation under a prior committed contract where such commitment was agreed to and approved

pursuant to Section 2.04 hereof.

SECTION 5 INSURANCE.

The Bureau shall not commence any work and/or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager. The Bureau shall maintain and carry in full force during the Term of the following insurance:

- (a) Consultant General Liability, in the amount of \$1,000,000.
- (b) Consultant Professional Liability/Errors and Omissions, in the amount of \$1,000,000.
- (c) Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.
- (d) Crime Insurance/Employee Dishonesty which provides third party or subscribes liability, in the amount of \$100,000.
- (e) The insurance must be furnished by insurance companies authorized to do business in the State of Florida and approved by the City's Risk Manager.
- (f) Original certificates of insurance for the above coverage must be submitted to the City's Risk Manager for approval prior to any work commencing. These certificates will be kept on file in the Office of the Risk Manager, 3rd Floor, City Hall, Miami Beach, Florida.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Manager. Compliance with the foregoing requirements shall not relieve the Bureau of the liabilities and obligations under this Section or under any other portion of this Agreement, and the City shall have the right to obtain from the Bureau specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

SECTION 5.01 Endorsements.

All of Bureau's certificates, above, shall contain endorsements providing that written

notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

SECTION 5.02 Certificates.

Unless directed by the City otherwise, the Bureau shall not commence any work and/or services pursuant to this Agreement until the City has received and approved, in writing, certificates of insurance showing that the requirements of this Section (in its entirety) have been met and provided for.

SECTION 6 INDEMNIFICATION.

The Bureau agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Bureau, its employees, Board members, committee and/or sub-committee members, agents, sub-consultants, or any other person or entity acting under Bureau's control, in connection with the Bureau's performance of any work and/or services pursuant to this Agreement; and to that extent, the Bureau shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The parties agree that one percent (1%) of the total compensation to the Bureau for performance of the work and/or services under this Agreement is the specific consideration from the City to the Bureau for the Bureau's Indemnity Agreement. Should the Bureau defend the City in any action it may raise the City's sovereign immunity defense to the fullest extent permitted by law.

The Bureau's obligation under this Section shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents, from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

The City and Bureau hereby agree and acknowledge that the provisions of this Section 6 shall survive the expiration and/or early termination of this Agreement.

SECTION 7 REPORTS, RECORDS AND EVALUATION.

SECTION 7.01 The Bureau agrees, for each contract year during the Term: (i) to provide to City, through its City Manager, within ninety (90) days after the end of the Bureau's fiscal year, an annual audited report covering the receipt and expenditure of public and private funds, prepared by an independent certified public accountant, in accordance with generally accepted accounting principles and practices consistently applied; (ii) to prepare and submit to City, through its City Manager, a copy of the Bureau's overall annual operating budget, for each fiscal year; (iii) to submit a detailed annual report to City, through its City Manager, by October 1st of each contract year, setting forth the activities of the Bureau during the previous contract year; (iv) to permit the City Manager, and/or such authorized representatives as he/she may designate in his/her sole and absolute discretion, to carry out monitoring and evaluation activities (including, without limitation, inspection of any and all Bureau records related to this Agreement, whether financial or otherwise) in such manner as will effectively ensure the cooperation of the Bureau in the performance of its functions and obligations under this Agreement; (v) to provide to City, through its City Manager, an activity and financial report, setting forth generally the activities of the Bureau during the previous quarter through its Executive Committee or Board of Director meetings; (vi) to permit the City Manager, and/or such authorized representatives as he/she may designate in his/her sole and absolute discretion, to conduct, at the City's expense, a full and detailed annual audit of the Bureau's records for such public purpose as the City Manager may deem necessary and/or, in the best interest of the City, and which may include, without limitation, determining how the Bureau utilized public monies contributed under this Agreement; (vii) to permit the City Manager, and/or such authorized representatives as he/she may designate in his/her sole and absolute discretion, , for the same purpose(s) as set forth in subsection (vi) hereof; and (viii) to provide to City, through its City Manager, such other reports, as may be reasonably requested by the City Manager and/or his/her authorized representatives.

The City will conduct an annual sales audit at its own expense performed by City Auditors annually to validate the booking and room night achievement. City will approve the approach and forms used for the audit.

Any audits or inspections shall be conducted at the Bureau's main office in Miami, Florida; during normal business hours; and in such manner so as not to unreasonably interfere or impede with the day-to-day operations of the Bureau.

The City and the Bureau hereby agree and acknowledge that the provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

SECTION 7.02 In addition to the reports, records and evaluations set forth in the preceding Section 7.01, the City Manager, reserves the right, at any time during the Term, at his/her sole option and discretion, to engage an independent consultant to review and assess the Bureau's governance, structure, process and operations, particularly with an emphasis on the impact of same related to the Bureau's performance under this Agreement. Accordingly, the Bureau herein warrants and represents to the City that it shall grant said consultant full and complete access to any and all Bureau records, whether financial or otherwise, for inspection by the consultant at the Bureau's main office in Miami, Florida, during normal business hours.

SECTION 7.03 Reports. During the Term, the Bureau agrees to provide the City with reports measuring and benchmarking the Bureau's established goals and as may otherwise be required pursuant to this Agreement.

- (a) GMCVB will be required to create a monthly report that will encompass the contractual performance metrics and the results in comparison to annual agreed-upon goals and the previous year's results.
- (b) Prospects, Tentative and Definite bookings will be tracked and reported monthly to the City to determine the status of overall sales activity.
- (c) GMCVB will coordinate a joint reporting plan with MBCC incorporating all shared metrics.
- (d) GMCVB will also produce a "pace" report that will indicate the current level of activity and overall group performance for future years. This report will also compare GMCVB/MBCC activity to other competitive destinations when available.
- (e) Provide at beginning of Term and subsequently as needed/updated:
 - i. Operating Policies and Procedures
 - ii. Convention Sales Standard Operating Procedures
 - iii. Convention Services Standard Operating Procedures
- (f) Provide Monthly: Annual
 - i. Tourism Sales
 - a. New leisure visitor generated and estimated visitor receipts

- b. Visitor Demographics (with specific breakdown for City and/or Country)
 - ii. Convention Sales
 - a. Lost Business Reports (MBCC and In-Hotel meetings)
 - b. Top vertical market report with historical production and future bookings
 - c. Cancelled Business Reports (MBCC and In-Hotel meetings)
 - iii. Marketing
 - a. Total number of paid media placements and media impressions (all)
 - b. Total number of paid media placements and media impressions (convention-related)
 - c. Total number of earned media opportunities and impressions (all)
 - d. Total number of earned media opportunities and impressions (convention-related)
 - iv. Targeted Initiatives
 - a. Survey results (as required per Section 1.03(e) of Agreement)
 - i. MBCC Sales Customer Service Feedback Reports

SECTION 7.04 Software access for City. The GMCVB will give electronic access to the City to a real-time high-level “dashboard” of all key metrics for City review. Implementation of this functionality will be in accordance with the Recommendation Schedule matrix (Exhibit D)

SECTION 7.05 Recommendations

The attached recommendations (see attachment D) will be reported on Monthly and completed according to the attached timeline. Failure to complete the recommendations may constitute non-performance of the agreement.

SECTION 8 PROCUREMENT OF GOODS & SERVICES.

In addition to the provisions of 1.01(i), the Bureau shall procure goods and services on a competitive basis and shall provide opportunities for certain Disadvantage Business Enterprises. In order to promote a broader outreach and encourage new and diverse potential bidders and

proposers on Bureau contracts for goods and/or services, the Bureau shall use best efforts to establish a broader-based "pool" from which to procure said goods and services, which may include, without limitation, holding periodic public workshops and seminars for such purposes, to be co-sponsored with the City and held on Miami Beach.

SECTION 9 NOTICES.

All notices, demands and requests which are given by the parties shall be in writing and shall be deemed to be properly given if sent by United States mail, postage prepaid, addressed as follows:

As to Miami Beach: Attention: City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

As to the Bureau: Attention: President
Greater Miami Convention & Visitors Bureau
701 Brickell Avenue, Suite 2700
Miami, FL 33131

Any such names and addresses may be changed at any time upon the giving of written notice of such change sent by United States mail, postage prepaid, to the other parties affected by the change. A copy of any notice sent by one party to another shall be sent to all other parties noted above.

SECTION 10 PARKING

The City shall make available to Bureau, at no cost, parking spaces adjacent to the Convention Center, or located on City property in the immediate environs in order to assist with the development, promotion, marketing, booking, and securing conventions, trade shows, and group business for venues in the City.

SECTION 11 MISCELLANEOUS.

SECTION 11.01 Governing Law and Exclusive Venue.

This Agreement shall be governed by, and construed in accordance with, the laws of the

State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, THE CITY AND THE BUREAU EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

SECTION 11.02 No Discrimination in Employment.

In connection with the performance of work and/or services under this Agreement, the Bureau shall not refuse to hire, discharge, refuse to promote or demote, or to discriminate in matters of compensation against, any person otherwise qualified, solely because of race, color, religion, sex, age, national origin, military status, sexual orientation, gender identity, marital status, or physical or mental disability.

SECTION 11.03 No Partnership or Joint Venture.

The parties hereto understand and agree that the relationship of the Bureau and City is that of an independent contractor. In carrying out its functions under this Agreement, the Bureau is not, nor shall it ever be construed as, the agent or representative of City, and this Agreement is not intended to establish a partnership, a joint venture, or the relationship of principal agent. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and Bureau. None of the officers, agents or employees of the Bureau shall be or be deemed to be employees of the City for any purpose whatsoever.

SECTION 11.04 Written Amendments.

This Agreement shall not be altered, modified or amended in whole or in part, except in writing executed by each of the parties hereto.

SECTION 11.05 Binding Upon Successors and Assigns; No Third-Party Beneficiaries.

(a) This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective permitted successors and permitted assigns.

(b) This Agreement shall not be construed as giving any person, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or

claim under or in respect of this Agreement or any of the provisions herein contained; this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such parties and their successors and permitted assigns and for the benefit of no other person or entity.

SECTION 11.06 Section Headings and Defined Terms.

The headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. The terms defined herein and in any agreement executed in connection herewith include the plural as well as the singular and the singular as well as the plural, and the use of masculine pronouns shall include the feminine and neuter. Except as otherwise indicated, all agreements defined herein refer to the same as from time to time amended or supplemented or the terms thereof waived or modified in accordance herewith and therewith.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

SECTION 11.07 Severability.

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

SECTION 11.08 Non-Waiver.

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

SECTION 11.09 Entire Agreement.

This Agreement and all Exhibits attached hereto contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, proposals or other expressions of intent with respect thereto. The Exhibits attached hereto are incorporated in to and made a part of this Agreement. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, Miami Beach and the Bureau have caused this Agreement to be duly executed in their name and on their behalf by their duly constituted officers, and the Bureau has caused this Agreement to be duly executed by its duly authorized corporate officers, all as of this ____ day of _____, 2015.

Attest:

CITY OF MIAMI BEACH

Rafael E. Granado, City Clerk

Philip Levine, Mayor

Attest:

**GREATER MIAMI CONVENTION &
VISITORS BUREAU**

Secretary

President

Print Name

Print Name

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

Rafael E. Granado 10-14-15

City Attorney RAP Date

STATE OF FLORIDA)
)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Philip Levine, Mayor and Rafael E. Granado, City Clerk, or their designees respectively, on behalf of the CITY OF MIAMI BEACH, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2015.

Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:

STATE OF FLORIDA)
)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, President, and _____, Secretary, or their designees respectively, on behalf of the GREATER MIAMI CONVENTION& VISITORS BUREAU, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2015.

Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:

EXHIBIT "A"
2015/2016 goals

Greater Miami Convention and Visitors Bureau – Goal Setting Template
Updated 10/1/2015

Citywide Conventions (60%)	Prior Year	Goal	Actual	Variance
• Priority One Groups				
○ 2016		4		
▪ Priority Two Groups		3		
○ 2017		9		
▪ Priority Two Groups		4		
○ 2018		11		
▪ Priority Two Groups		5		
○ 2019		12		
▪ Priority Two Groups		6		
○ 2020		14		
▪ Priority Two Groups		7		
Total Citywide Groups booked (60%)				
• Definite Room Nights 2016				
○ Definite Convention Center Citywide Group Room nights		22,000		
Total Citywide room nights booked		22,000		
• Convention Center Revenue				
○ MBCC Revenue				
▪ Future MBCC Revenue Booked				
• Rental				
• Food and Beverage				
• Total future Revenue Booked				
• Economic Impact				
○ Future Citywide Group Economic Impact				

Miami Beach Hotels "In house" group bookings (25%)	Prior Year	Goal	Actual	Variance
• Miami Beach Hotel Groups				
○ Future Miami Beach Hotel Groups booked (10%)		125		
○ Definite Room Nights				
▪ Definite room nights generated (15%)		142,000		
○ Economic Impact				

Leisure Sales and Marketing (15%)	Prior Year	Goal	Actual	Variance
• Individual Leisure Travel				
○ Key Indicators				
▪ Web Referrals		76,407		
Total key indicator referrals (7.5%)		76,407		
• Leisure Travel				
○ Total Leisure Room Nights (7.5%) STR projection/GMCVB Market Influence		756,914		
○ Economic Impact - Leisure Sales and Marketing				

	Available	Actual	Variance
City Wide Group Sales	60%		
Miami Beach Hotel Group Sales	25%		
Leisure Sales and Marketing	15%		
Total	100%		

Total Incentive Available	
Total Incentive Due	

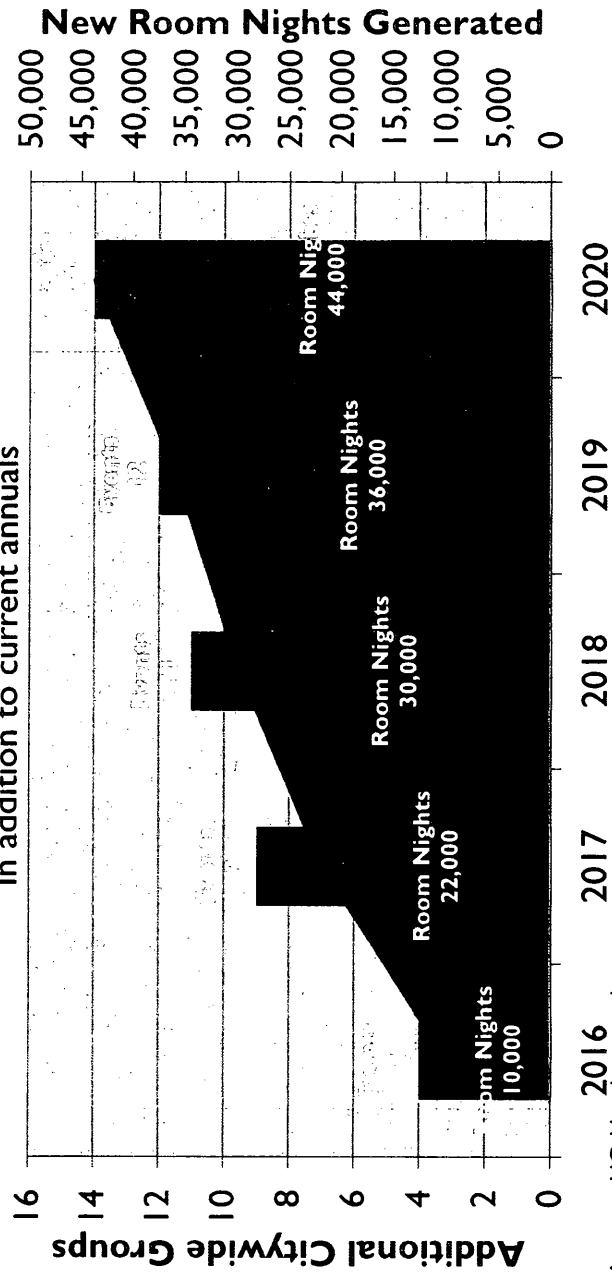
EXHIBIT "B"
Five year priority one booking goals

Priority One Goals Ramp Up – Future Bookings

- ▶ Over the 5 year ramp up Miami Beach will see \$300 million in economic impact and \$5 million in resort taxes.
- ▶ In a stabilized year Miami Beach \$84 million in annual economic impact including \$1.4 million in resort taxes to the City.

5-Year Additional Citywide Growth

In addition to current annuals

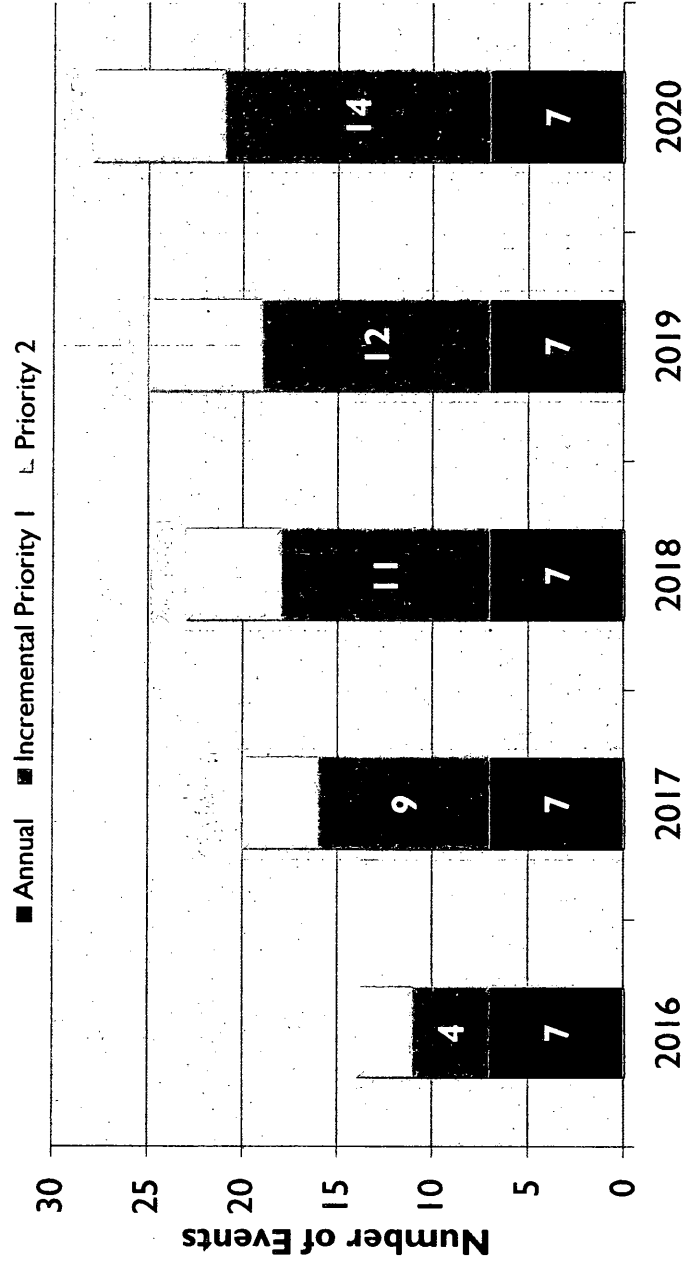


*Assumes HQ Hotel approval

▶ StrategicAdvisoryGroup

Overall Activity

New Overall Activity



► StrategicAdvisoryGroup

EXHIBIT "C"
Booking policies

**MIAMI BEACH CONVENTION CENTER
AMENDED AND RESTATED
BOOKING POLICY GUIDELINES**

STATEMENT OF PURPOSE:

The Miami Beach Convention Center (the "MBCC" or the "Center") is a national and international convention, tradeshow, and multi-purpose facility owned by the City of Miami Beach. One of the MBCC's primary objectives is to promote and facilitate events and activities which have a significant impact in terms of Convention Development Tax ("CDT") generated.

When booking the MBCC, consideration shall be given to the following factors:

- i. significant impact in terms of CDT generated;
- ii. total number of hotel rooms required;
- iii. projected revenue to the MBCC, both in terms of direct space rental revenue, as well as projected revenue from concessions and other building services;
- iv. time of year;
- v. number of move-in and move-out dates required for the event;
- vi. potential for repeat booking; and
- vii. previous history and experience of the potential user with respect to use of similar facilities.

SCHEDULING PRIORITIES:

First Priority Events: Generally speaking, first priority for scheduling events in the MBCC is available to regional, national, and international conventions, trade shows (open to the trade only), cultural shows, corporate meetings, and other events which have a significant impact in terms of CDT generated. In order to be considered for a First Priority designation, an event shall:

require in excess of 115,000 gross square feet of exhibit space in the MBCC;
require a minimum of three (3) nights in Miami-Dade County, with 1,500 hotel rooms occupied on the peak night;

AND

generate over 4,000 room nights in Miami-Dade County in total.

CDT impact and room count calculations are based on contracted hotel room nights, as demonstrated by room block agreements with hotels in Miami-Dade County. CDT impact and room count calculations are subject to verification by the City.

In order to be considered for First Priority designation, an event shall demonstrate the hotel room count history during presentation of the identical event either (1) in Miami-Dade County; **or** (2) in the case of events which move from city to city on a rotational basis or are

relocating from another location, the hotel room count history of the identical event shall be verified by the Greater Miami Convention and Visitors Bureau ("GMCVB") using generally accepted industry standards, (i.e., DMAI MINT system or written verification from a prior location CVB).

Alternatively, for an event that is booked in the future First Priority designation may also be determined based on CDT generated by looking at the prior history of the event; subject to (1) verification by the City; and (2) at user's expense, a qualified independent auditor licensed to perform audits within the State of Florida.

Within the First Priority category, the City will give preference to the event with the most significant impact in terms of Convention Development Tax generated.

Marquee Events – Notwithstanding the above, the City Commission may also, upon the written recommendation of the City Manager and a 5/7ths vote of the City Commission, grant First Priority status to unique, high profile events that the City determines will bring significant benefit to the City and/or Miami-Dade County in terms of overall economic impact. An Event is defined as regional, national, and international conventions, trade shows (open to the trade only), cultural shows, corporate meetings, and other events which have a significant impact in terms of CDT generated.

Second Priority Events: Second Priority Events will have similar characteristics as First Priority events. The room block requirement will be for a minimum of two (2) nights in Miami-Dade County, with one (1) peak night ranging from 500 to 1,499 rooms occupied on the peak night. A Second Priority event will utilize 1,500 to 3,999 room nights in total.

Third Priority Events: Third Priority for scheduling facilities and dates in the MBCC is available to all other events. Third Priority Events do not have a peak room night requirement. MBCC revenue and community impact will be important characteristics in securing Third Priority Events.

Subject to the scheduling priorities set forth in this Section II, the MBCC General Manager (General Manager) may exercise his/her discretion as to the issuance, modification, or termination of scheduling reservations.

BOOKING PROCEDURES

Reservations more than twenty-four (24) months before an event are normally handled through the GMCVB, subject to approval of the General Manager, and are subject to the guidelines of Section II herein.

Facility and space scheduling commitments for First Priority Events may be made as far in advance as is necessary or appropriate and may supersede requests for other events, unless a License Agreement has been previously executed between the MBCC and the user for

such other event. License Agreements for First Priority Events may be entered into as far in advance as necessary or appropriate, at the discretion of the General Manager. A License Agreement will be presented to the user by the General Manager no later than 60 days from the date the event commits to the MBCC. Provided that the event is committed at least 24 months in advance of the first move-in date, the user will be allowed 90 days from the receipt of the License Agreement from the General Manager to execute and return it to the General Manager, along with the required deposit. In the event the License Agreement is not executed, or the deposit is not received, within 90 days, the event will lose its First Priority status and another event can secure the requested dates and space. For events that commit to the MBCC fewer than 24 months in advance of the first move-in date, the General Manager will determine an appropriate period of time for executing the License Agreement and payment of the required deposit.

Facility and space scheduling commitments for Second Priority Events cannot be secured more than 24 months in advance of the first move-in date, and are subject to change to accommodate First Priority Events, prior to a License Agreement being executed by the General Manager and user for such event. License Agreements for Second Priority Events may be issued to the user by the General Manager twenty-four (24) months prior to the first move-in date of the event.

Facility and space scheduling commitments for Third Priority Events cannot be secured more than 13 months in advance of the first move-in date. License Agreements will not be finalized prior to 13 months in advance.

Facilities and dates will be tentatively held pending notification to the contrary by either party. In the event a tentative commitment is released by the MBCC, the requesting party will be notified the facilities and/or dates have been released.

First Option - Facilities and dates reserved on First Option are reserved tentatively, but a conflicting commitment for the facilities and dates generally will not be made in favor of a second requesting party within the same scheduling priority without the party holding a First Option having the opportunity to execute a License Agreement within the timeline specified or release its reservation. A First Option held by a Second or Third Priority Event can always be superseded by, respectively, a First or Second Priority Event, unless a License Agreement has been previously executed. At the discretion of the General Manager, a party with a First Priority Event holding a First Option may be required, within seven (7) days of written notice, to execute a License Agreement and post a deposit at any time that the General Manager has a good faith request in writing from another First Priority Event for the same dates.

Second Option - Facilities and dates reserved on a Second Option basis will be reserved tentatively, and the absence of a valid First Option hold for the same

space and time shall not guarantee the elevation of a Second Option hold to a First Option hold.

Definite Booking - Events are considered a Definite Booking (under contractual commitment) only upon execution of a License Agreement by the user and the General Manager, and which is accompanied by the required initial deposit.

Definite 1 Status - In the case of extraordinarily large, City-wide conventions, an event may qualify for Definite 1 Status. Definite 1 Status commits the agreed upon space until five (5) years from the date of the first move-in date, contingent on no other interest in the space. If another user expresses an interest in the space and a commitment to sign an License Agreement, the user with Definite 1 Status will have first right to confirm the space within 60 days of being notified of the other interest. Upon return of the executed License Agreement accompanied by the agreed upon additional non-refundable deposits, the space will be held without any other contingency as a Definite Booking (as defined above). For an event to qualify for Definite 1 Status, it must satisfy all of the following criteria:

- i. use of all four (4) Exhibition Halls at the MBCC; and
- ii. utilize a minimum of 3,500 hotel rooms in Miami-Dade County on the peak night; and
- iii. the first move-in date is more than five (5) years in the future; and
- iv. the user is unable to execute a formal License Agreement more than five (5) years in advance of the event; and
- v. a Letter of Intent, in the standard form used by the GMCVB and subject to prior written approval by the City Manager, is executed by and among the user, the GMCVB, the General Manager and, if the event will take place outside the term of the MBCC Management Agreement, the City Manager, and shall, at minimum:
 - o be accompanied by an initial, non-refundable deposit, payable to the MBCC, of not less than \$1,000; and
 - o establish a schedule of additional annual, non-refundable deposits, payable to the MBCC, of not less than \$1,000 per year; and
 - o provide evidence of a room block(s) including specific documentation from the headquarter hotel and supporting hotels totaling no fewer than 8,000 committed room nights; and
 - o commit user to executing a License Agreement no later than five (5) years prior to the first move-in day of the event.

PROTECTION CLAUSE: REPEAT BUSINESS

A Protection Clause shall, upon the recommendation of the General Manager, and subject to the approval of the City Manager, be granted to recurring events with a proven record of success, defined as the successful completion of, at minimum, two (2) consecutive shows in two (2) years, which have produced significant revenue to the MBCC or significant impact in terms of Convention Development Tax generated. First Priority users will be required to furnish the required room nights and economic impact results within 90 days of the event's final event day. If the room nights fall below the agreed upon First Priority threshold, the user may lose First Priority status. If granted, such Protection Clause will be included in the License Agreement and, thereafter re-reviewed (at minimum) every three (3) years by the General Manager, and subject to the approval of the City Manager, in future License Agreements. Notwithstanding the foregoing, the granting of a Protection Clause in a License Agreement shall not vest any right(s) or reliance on the part of the Licensee as to the granting of said clause in subsequent or future License Agreements, but shall at all times be subject to the review and approval procedures set forth above.

The Protection Period shall not exceed a total of sixty (60) days, plus the show days. The number of days prior to and after the event shall be the subject of agreement between the Licensee and the General Manager, but a minimum of fifteen (15) days shall be required on each side of the event.

If a Protection Clause is granted, it will read as follows:

PROTECTION CLAUSE:

Licensor agrees that it will not license any portion of the Convention Center facility to any Competing Event for the period commencing 30 days before Licensee's first show day, and concluding 30 days after Licensee's last show day (the "Protection Period"). A "Competing Event" is hereby defined as an event which has thirty percent (30%) or more of the total number of exhibitors/booths in the same event showing/selling product lines in the Licensee's event; provided, however, that a show that is open to the public shall never be deemed a Competing Event with a show open only to the trade, and vice versa. The determination of whether or not an event is a "Competing Event" shall be solely within the discretion of the General Manager, and shall be based upon the product lines in the proposed event's prior shows.

DEPOSIT SCHEDULES:

Deposits are required for all activities upon execution of an MBCC License Agreement.

First Priority Events: A non-refundable deposit, in the amount of one day's minimum guaranteed rental per hall, or such other deposit as the General Manager may authorize, is required upon execution of the License Agreement. For events licensed five (5) years or

more in advance, special arrangements may be negotiated, at the General Manager's option, for a lesser deposit upon License Agreement execution and a defined schedule for intermediate deposit payments, with the balance of all estimated charges being due and payable thirty (30) days in advance of the event.

Second Priority Events: A minimum, non-refundable deposit will be required upon execution of the License Agreement as follows: one day's minimum guaranteed rental for the first hall, and an additional 33-1/3% of one day's minimum guaranteed rental for each additional hall. However, first-time events without a past history of success, and users with inadequate references, or prior event sponsorships, a record of slow payment, etc., may be required, at the General Manager's option, to remit up to one hundred percent (100%) of anticipated rental and related expenses upon execution of License Agreement, with the balance of all estimated charges being due and payable thirty (30) days in advance of the event.

Third Priority Events: A minimum non-refundable deposit of 100% of one day's minimum guaranteed rent for all MBCC secured space will be required, , with the balance of all estimated charges being due and payable thirty (30) days in advance of the event.

MOVE IN/MOVE OUT GUIDELINES:

MBCC will offer one (1) complimentary move-in or move-out day for every show day (open to attendees or public). MBCC will charge the standard rental rates with any additional service charges for days needed beyond the stated allocation. MBCC may ask for paid move-in and/or move-out days to be released based on other group needs for that timeframe.

REV. 120789, 060890, 070892, 060398, 051299, 070799, 051601

EXHIBIT “D”
Recommendations submitted to GMCVB

Miami Beach Convention Center Sales and Marketing Recommendations

10/1/2015

Strategic Advisory Group (SAG) has been engaged to develop annual goals for future sales efforts for the Miami Beach Convention Center (MBCC), develop a contract for the services of the Greater Miami Convention and Visitors Bureau (GMCVB) and review the current sales operations and make recommendations for the future. SAG has worked closely with the GMCVB, Spectra and the City of Miami Beach (City) in all aspects of this assignment. The observations and recommendations are the results of a collaborative process and the collective input from everyone involved. SAG would like to thank everyone who has participated and contributed.

The development of an expanded and re-designed Convention Center coupled with a new headquarter hotel will position Miami Beach as a leading Convention and major event destination. This transformation warrants examining all areas that must support this and insure a high degree of success and broad impact on the Miami Beach and overall Miami County economy.

In this context SAG offers the following observations and recommendation related to future sales efforts with the goal of developing a sales approach that will clearly define success with accountability and support. A successful sales operation includes clear goals supported by a road map with engagement and oversight from all parties. The City of Miami Beach (City), the GMCVB and Spectra are the central partners in the execution of a successful sales and marketing and operational plan.

The following are recommendations related to sales and marketing efforts for the MBCC:

Market Development

Miami Beach and Greater Miami are arguably one of the most popular domestic and international destinations. The growing number of visitors continues to demonstrate the popularity and all of the predictions for the future are bullish on growth. The new Miami Beach Convention Center has been designed to compete for large groups that are a “match” for Miami Beach and want to experience a high level of service for all of their attendees. These conventions and events attract attendees that are used to staying in world class destinations with all of the associated amenities.

This also means that the Miami Beach Convention Center sales and marketing efforts must focus on those industries and associations with members and employees who will enjoy Miami Beach and the level of service that comes with a world class destination.

The review of the current sales and marketing efforts uncovered a general understanding of this and agreement of the need to focus efforts on those markets that will have the highest propensity to bring their convention or major event to the Miami Beach Convention Center.

SAG recommends the following:

1. Institute an identification process utilizing past history, current sales activity and an aggressive prospecting and research effort which will identify the "Top Ten" markets with the highest propensity to bring their conventions and major events.
2. In conjunction with the identification process, initiate a prospecting and qualification plan that will quantify the number of groups and their specifications in each of the identified markets that should be future sales targets for the MBCC. This process should be completed by February 1st 2016 by the GMCVB in collaboration with Spectra. This should be presented to the City in the March sales meeting.

Opportunity to Focus

The Greater Miami area contains a wide variety of visitor opportunities. These include a cross section of hotels, resorts and attractions. This variety of offerings creates an opportunity to attract a potentially wider variety of groups than those that are the best match for the Miami Beach Convention Center. This is an important attribute of the region and warrants an effective strategy and sales approach. This also presents an opportunity to determine the most effective approach to selling and marketing the MBCC. The review of historical bookings and information received from the Miami Beach hotels, who must actively participate in the selling of the MBCC for its success, has indicated that there are specific industries and events that will have the highest likelihood of coming to Miami Beach.

SAG recommends the following:

1. The redeployment of the GMCVB sales team to create a team of sales leaders who are dedicated to selling the MBCC and primarily focused on bringing large conventions (Priority One/Citywide business as defined in the MBCC booking policy) to the MBCC. These sales managers would also have permanent offices at the MBCC to facilitate ongoing collaboration.
2. The development of a marketing plan by the GMCVB and Spectra that delineates activities and strategies that support an approach that will raise MBCC's presence with those target customers that have been identified in the qualifying process above.
3. The development of a new campaign and brand initiative that drives awareness and interest in the new Convention Center and articulates the level of service and quality that is a feature of bringing new conventions to Miami Beach and Miami-Dade County.
4. The creation of a sales and marketing budget, as a subset of the GMCVB overall budget, that would show the direct expenses as well as allocated expenses that are focused on raising awareness and securing future MBCC group business.
5. Setting up a dedicated sales office inside the MBCC to continue the collaboration and seamless sales approach.

Participation, Collaboration and Reporting

The effective selling of the conventions and meetings for MBCC is dependent on broad based participation and collaboration. The City, GMCVB, Spectra and the Hotel industry are the primary partners in a successful sales and marketing effort for the MBCC. Their participation and collaboration must be actively supported on an ongoing basis. This includes regular communication and reporting. Each of the partners must be informed and involved in the planning, monitoring and execution of an effective sales and marketing plan.

SAG recommends the following:

1. The continuation of the recently re-activated monthly sales meetings with a focused agenda on reviewing current successes and opportunities. The City, GMCVB, Spectra

and Hotels should receive informative reporting to review prior to each meeting and encouraged to participate in the ongoing effort to book groups in the MBCC.

2. The development of reports that give a comprehensive overview of the year to date results. This will include the status of prospects, tentatives and definite bookings. This report will inform the key partners of the status of the overall sales activity and re-forecast annual results to identify if the activity level is sufficient to produce agreed upon results.
3. The development of reports that identify the results by sales manager as well as by identified priority market segments.
4. The implementation of the TAP report, or similar report. The TAP report is a widely used platform for determining the future opportunities for targeted sales efforts and creates a comparison to similar destinations to understand comparative market share.
5. Creating accessibility that will give the City, Spectra and GMCVB access to real-time high level "dashboard" of all key sales activity metrics. .
6. .This will help in the development of the reporting package and support the overall service given to MBCC clients.

Goal Setting

The development of collective goals creates a unified approach to achieving the desired results for the MBCC. The City, Spectra and GMCVB are in the final stages of developing a first set of goals related to the new Convention Center and future headquarter hotel. This process has helped take a comprehensive look at the overall level of sales activity and production that is needed to achieve an optimal level of Convention Center activity. The final goal setting outcome will include targets for annual rental and food and beverage revenue booked into the future.

SAG recommends the following:

1. Develop an annual calendar for the goal setting process that will take place every year and include all of the agreed upon metrics including definite group bookings, room nights generated and rental and food and beverage revenue secured for the future.
2. Incorporate a review and approval process that include the internal teams, senior leadership, and the hotel industry advisory committee and is finalized by the City Manager.

Conclusion

The implementation of the recommendations above will redefine the respective roles of the primary partners. All of the above mentioned partners must be actively involved in the overall success of the group sales efforts. This includes active monitoring of results and full engagement in analyzing the ongoing success and opportunities. A very high level of accountability and transparency is a fundamental principle of success.

The revitalized and expanded Convention Center and the future headquarter hotel create an opportunity to refine and re-think the current approach to creating an active economic catalyst that will elevate Miami Beach as a convention destination.

SAG supports the implementation of the recommendations above in conjunction with the finalization of the goal setting process.

MBCC and GMCVB Sales and Marketing Recommendations

Recommendation	Participants	Start Date	Completion Date	Comments
MARKET DEVELOPMENT				
Identify the "Top Ten" markets	GMCVB	7/1/15	12/1/15	
Initiate a prospecting and qualification plan	GMCVB	8/1/15	9/1/15	
OPPORTUNITY TO FOCUS				
Redeployment of the GMCVB sales team	GMCVB	8/1/15	10/1/15	
Development of a marketing plan by the GMCVB and Spectra	GMCVB/Spectra	7/1/15	11/1/15	
Development of a new campaign and brand initiative	GMCVB/City	7/1/15	11/1/15	
Creation of a sales and marketing budget	GMCVB	9/1/15	11/1/15	
Set up a satellite sales office in the MBCC	GMCVB	6/1/15	7/1/15	Completed
PARTICIPATION, COLLABORATION AND REPORTING				
Continuation of monthly sales meetings	GMCVB/SpectraCity	On going		
Development of reports that give a comprehensive overview of the year to date results	GMCVB/Spectra	7/1/15	1/1/16	
Development of reports that identify the results by sales manager as well as by identified priority market segments	GMCVB	7/1/15	1/1/16	
Implementation of the TAP report (or similar)	GMCVB	8/1/15	11/1/15	
Creating software accessibility	GMCVB	8/1/15	1/1/16	
GOAL SETTING				
Develop an annual calendar for the goal setting process	GMCVB	10/1/15	2/1/16	
Incorporate a review and approval process that include the internal teams, senior leadership, and the hotel industry and is finalized by the City Manager	GMCVB, City Spectra	10/1/15	12/1/15	