

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 11 day of Jan., 2022 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Miles Partnership, LLLP, 6751 Professional Parkway Sarasota, FL, (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 21-0612-P (JJ) (“RFP”) for Digital Marketing Services - CVB; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Definitions.**

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from CVB Director or Designee.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on January 1, 2022 and shall remain in full force and for five (5) years, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The Parties may extend the term of this Agreement for one (1) additional two (2) year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

In the event County contracts for a new service provider, the County may extend the term of this Agreement for an additional four (4) months at the end of the contract term to provide for a transition to a new service provider, if applicable, on the same terms, conditions, and compensation, at the sole election of the County.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$871,800.00 for web/application hosting, web maintenance and reporting and the not-to-exceed sum of \$31,628,200.00 for digital media planning and placements and other projects performed in accordance with the Statement of Work for a total sum not-to-exceed \$32,500,000.00 for Services completed and accepted during the term of this agreement as provided in Section 15 herein if applicable, payable as specified in Exhibit C attached hereto.

C. Travel Expenses. The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation, and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

F. Authorized Reimbursements. The County shall reimburse the Contractor for certain legally authorized expenses upon submittal of an invoice as provided herein, provided these expenses have been approved in advance by the CVB Director or designee. Reimbursable expenses include entertainment and other related and necessary expenses in providing the Services.

6. Personnel.

A. E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

B. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

C. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. **Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.
9. **Confidential Information and Public Records.**

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto, and incorporated herein by reference.

B. Indemnity Provision. Contractor must indemnify, pay the costs of defense, including attorney's fees and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property, by or from said Contractor; or by or in consequence of any neglect in safeguarding the work; or by, or on account of, any act of omission, neglect or misconduct of the said Contractor, on account of any act or amounts recovered under the "Workers Compensation Law" or of any other laws, bylaws, ordinance, order of decrees, except only such injury or damage as was occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

Contractor agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage, or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this Agreement, and such obligation will survive acceptance of the goods and payment thereof by the County

- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties, or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the CVB Director or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: CVB Director
Visit St. Pete Clearwater
8200 Bryan Dairy Rd. Ste 200
Largo, FL 33777

For Contractor:

Attn: Nate Huff, Senior Vice President
Miles Partnership, LLLP
6751 Professional Parkway West
Sarasota, FL 34240

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including websites, content, application development, reporting and analytics, marketing materials, papers, data, and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Digital Accessibility

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 (“WCAG 2.0”) at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County’s sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the “Accessibility Issue”) that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier’s receipt of a non-compliance notice (“Notice”), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) (“Initial Meeting”).

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 14(b) of this Agreement, “Indemnification.”

28. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

Miles Partnership, LLLP

By and through its

Board of County Commissioners

Name of Firm

Charlie Justice
By

Charlie Justice

By: Nate Huff

Signature

Nate Huff

Print Name

Senior Vice President

Title

ATTEST:

Ken Burke,
Clerk of the Circuit Court



By: Richard Carpenter
Deputy Clerk

Approved as to Form

APPROVED AS TO FORM

By: Keiah Townsend

Office of the County Attorney

Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

Miles will fulfill the entire Scope of Work as outlined in Section E of the RFP (listed below) and will provide these services on an ongoing basis throughout the length of our contract.

WEBSITES

Development – Miles will continue to provide Visit St. Pete/Clearwater with on-demand website design, development, enhancement, and major revisions for the website. Miles' vast expertise in web platforms, programming languages, databases, server environment and digital marketing platforms gives us the ability to support nearly all content marketing opportunities for web application. Development capabilities include:

- Leveraging web languages, such as PHP, HTML and JavaScript to build websites of varying complexities.
- Utilization of production environments with the latest stable versions of Linux Red Hat Enterprise, Apache, MySQL and PHP.
- Ongoing support with most up-to-date HTML coding, DOM scripting and the latest HTML5 specifications.
- Support from Miles' design and user experience teams who incorporate cascading style sheets (CSS) extension languages into the development of website builds.
- Content support and utilization of Drupal 9's highly customized multi-media website components.
- Ongoing support and management as needed with VSPC's Customer Relationship Management system (currently Simpleview) for data migration, testing and verification to ensure their work is accurate.

Management – For Visit St Pete/Clearwater, management of partner listings, events and deals content can be handled in several different ways. Miles has the capacity, know-how and ability to manage whichever avenue that VSPC determines for their needs but recommends the following services to VSPC to assist with listings management:

- Listing Management Services:
 - Miles proactively reviews factual listing content on a rolling basis - informed by content and campaign initiatives as prioritized by VSPC (40 hours a month, which equates to 15-30 minutes per listing).
 - Miles shall also proactively seek out event content to include in email programs to partners, plus working with the VSPC team to ensure we are aware of major events. (20 hours a month).

Accessibility – Miles recognizes the incredible importance for VisitStPeteClearwater.com website design and development to center around inclusivity and usability for everyone. By conforming the website to WCAG standards and best practices, Miles will continue to refine your website's accessibility. Support with Website Accessibility includes the following:

- Monthly utilization of web accessibility tools, provided through SiteImprove (or a similar site-monitoring and ADA conformity platform), to monitor, evaluate and adhere to international Web Content Accessibility Guidelines (WCAG).
- Ongoing and multiple accessibility "checkpoints", as well as other inherent best practices such as SEO, code standards, etc., to continuously check our work against the four generalized categories of disability: audio, visual, mobility and cognitive.

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- Ongoing access and support of consultants to work with VSPC on developing inclusive copy and information to be featured throughout the website and other communications channels.

Maintenance – A website is a living and breathing function that requires consistent and effective 24/7 support. Miles will continue to provide ongoing maintenance for all Visit St. Pete/Clearwater websites and maintenance requests, website checks, and accessibility updates. This includes all security, PHP and Drupal updates, website requests sent to response@milespartnership.com and minor web-related updates. Website Maintenance support includes the following:

- Implementation of security and Drupal updates.
- Ongoing Data Engine and Simpleview (or applicable CRM system) maintenance and updates.
- Updates related to third-party API integrations (i.e., Expedia, TripAdvisor, Airbnb, Dark Sky, etc.), as well as updates related to web checks and accessibility reports.
- Minor client-requested website requests and changes.

Website Checks and Accessibility includes the following:

- Website checks and accessibility-specific issues and errors flagged by SiteImprove (or similar site-monitoring and ADA conformity platform) Monthly Reports and dashboard.
- Utilization of Accessibility and Quality Reports from SiteImprove (or similar platform) to identify issues.
- Monthly checks of VisitStPeteClearwater.com, including international versions as well as the film, sports, meetings, partner sites and other VSPC websites to identify broken elements, issues and accessibility compliancy issues that need to be rectified. All issues will be documented and scheduled as appropriate for internal report or updates.
- Cross-browser checks in Internet Explorer 9, Mozilla Firefox, and Google Chrome.
- Review website content, including but not limited to outdated content, broken links, missing images, video functionality, and map functionality.
- Reporting to VSPC on identified issues and outcomes, which will be provided to document errors, fixes, and overall health of the site's accessibility.
- Utilization of Accessibility and Quality Reports from SiteImprove (or similar platform) to identify issues.

Hosting - Miles will continue to host VSPC websites with our hosting partner, Acquia, and their cloud provider, Amazon Web Services (AWS). Miles' hosting takes advantage of Acquia's Next Generation Hosting platform, Acquia Cloud Next, an enterprise-grade, Kubernetes-native Drupal hosting platform. The Acquia Cloud Next infrastructure leverages powerful cloud-based technologies to maximize application performance, security and resiliency, especially during periods of high load. Powered by Kubernetes and enhanced with Acquia's unique optimizations for Drupal, Acquia Cloud Next leverages ultra-secure container-based isolation and advanced data management technologies to ensure that VSPC's applications accommodate almost limitless scale.

- Access to members of the Acquia security team who are recognized experts in the field, obsessive about digital security and plugged into the Drupal community. Acquia works in lock step with the Drupal security committee to keep the Acquia Cloud platform up to date on all security releases.

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- 24/7 support from Acquia that includes Drupal application support and a 99.99% uptime SLA for the platform, and Drupal applications. Miles also provides 24/7 third-party monitoring on all websites to alert us should any issues occur.
- Dedicated firewalls for Miles' clients only configured for high-availability redundancy (HA redundancy). Servers exist across multiple availability zones at AWS, providing protection against downtime that would be caused by a single data center going offline. Miles also implements Acquia Cloud Edge and Acquia Edge Protect (aka Cloudflare) to further enhance the delivery speed of your website and protect against DDOS attacks, malicious bots and known Drupal vulnerability hacking attempts. Multilayer emergency and disaster recovery plan, which is implemented at both our local development/production facility in Sarasota, FL and at Acquia's AWS hosting facility. At our production facility in Sarasota, all source code is backed up via our internal code versioning repository. The backups are done in the following procedural timeline:
 - Daily incremental backups
 - Weekly full backups
 - Monthly full backups
 - Daily replication of data to Acquia
 - All backed-up data at the local development/production facility is then stored at an off-site location in case our production center meets an unforeseen catastrophe

Reporting – As Visit St.Pete/Clearwater's current digital and website services partner, Miles will continue to provide innovative analysis to gain critical website insights. Google Analytics and Google Data Studio will continue to be utilized in the collection of comprehensive metrics, while also offering the ability to be customized based on VSPC's data needs. Miles provides robust website monitoring and management services that include:

- Enhanced reporting including custom, digital dashboard-style reporting via Data Studio or similar platform.
- Tracking, segmenting, and interpreting site visitation statistics.
- Optimizing content, site navigation, page layout, forms, and overall site effectiveness.
- Measuring and analysis of visitor demographics and behavior.
- Assessing different print and electronic media campaign impacts with follow up reporting after milestone campaign data points as needed.
- Monitoring site accessibility and WCAG conformance by using SiteImprove (or similar platform) to provide usability and user experience analytics and reporting such as page load time, errors, and much more on a monthly basis.
- Monthly tracking, analysis and reporting of the website's SEO performance utilizing SEMRush or a similar SEO analytics tool.
- Execution of a Monthly Report to highlight critical metrics, clearly show trends and recommendations for changes that can be made.
- Additional monthly reporting services include removal of bots and spam links to the site, new data insights, comparative for paid advertising, sitemap submissions and usage of data to support all other VSPC programs.
- Ongoing training and support for VSPC to access and use Google Analytics information.
- Ad-hoc and special request reporting and analytics setup.

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Emergency Response – Miles will continue to be readily available to support Visit St. Pete/Clearwater in any emergency situation. On the technical front Miles has a multilayer disaster recovery plan, which is implemented at both our local development/production facilities in Sarasota, FL, and Superior, CO, and at Acquia's AWS hosting facility. The Emergency Response capabilities and support include:

- Creation of a customized VSPC Website Emergency Procedures Manual, which serves as a how-to and follows a step-by-step process for pre-storm procedures, post-storm procedures and returning to "business as usual".
- Customized emergency/event website component that provides consumers with current information, notifications for industry partners, and ability for the industry to enter hotel availability and rate information with telephone follow-up to partners for data as needed.
- Miles' attendance at annual emergency preparedness meetings as needed.
- Ongoing support for content updates can changes to the emergency website component.

MARKETING

Search Engine Optimization – For VisitStPeteClearwater.com, it is important that we continue to grow Visit St. Pete/Clearwater's presence and prominence in Organic Search, primarily Google US. Miles will provide dedicated efforts of a search engine optimization manager and utilization of the SEMRush tool to gain insights, develop strategies, and implement recommendations. Miles SEO efforts will be largely driven by historical performance and emerging trends. A variety of tools will be used on the website in order to identify opportunities that we believe will yield the best returns for VSPC. We will routinely engage in these specific areas:

- Site Speed / Mobile Rendering: Activities such as image compression and working with development teams to optimize the load speed of the website, and its usability on mobile devices.
- Technical Opportunities: Opportunities for new schema types, identification of content rendering issues, weekly site health crawls, opportunities for international targeting.
- Existing Content: Enhance existing content by creating keyword focused content briefs. These briefs will act as a plug-and-play plan for updating existing content as well as general guidelines for new content.
- New Content: develop SEO-friendly copy and meta data for new content that aligns with top keywords of opportunity.
- Monthly Reporting: Miles will track the site's SEO performance monthly utilizing the SEMRush tools. This monthly dashboard review will report on the site's highest trafficked keywords, rank trend, the placement of VSPC's top three competitors, backlinks trend and conversions from natural Google search.

Search Engine Marketing – Miles will work with the Visit St. Pete/Clearwater team to develop and implement their SEM strategy to highlight the VSPC destination in the travel marketing funnel. Miles will collaboratively develop and manage a program to include specific keyword research and media buys; landing page analysis, strategy and recommendations; and measurement after the click using advanced web analytics and reporting. The core components of our SEM program are:

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- A media buy targeting a select cross-section of DMAs and travel motivators. The targeted keywords identified via the research process noted below will be purchased on multiple search engines including Google and Bing (MSN).
- Partnership with YouTube+Precise.TV as a new video platform, which ensures ads only appear next to videos that are directly relevant to VSPC's audience and is safe for the brand.
- Monitoring and adjustment of the media spend on a weekly basis to maximize response and conversion.
- Implement Google recommendations and suggestions to ensure that ads are running efficiently within the platform.
- Detailed monthly reporting on campaign results.
- Continued strategy improvements and enhancements.
- Coordination with other VSPC programs to compliment the entire destination platform.
- Focus on keyword buys that are meaningful to VSPC, including events, locations, seasonality and opportunities.

Media Planning and Placement (Display, Endemic/Native, Creative Ad Services) – We know that St. Pete/Clearwater has so much to offer from gorgeous beaches to world-class museums, so how do we get visitors to the destination where there are so many things to do? Miles will continue to work with Visit St. Pete/Clearwater to develop and implement a total Digital Media strategy which highlights the VSPC destination in the travel marketing funnel that is inclusive of all Multi-Channel Digital requirements (Native/Endemic, Rich Media, Streaming etc. plus all Creative Ad Services). As your partner, we will work with VSPC to identify maximum impact buys, target audiences, and geographic locations. From here, the program will be developed to include specific research and media buys; landing page analysis, a destination specific strategy and recommendations; and measurement after the click using advanced web analytics and reporting. The deliverables and components include:

- A cross-channel media buy to include Native/Endemic, Rich Media, Display, Streaming, Audio, etc. that inspires and informs travelers, focusing on the VSPC primary targets and markets.
- Once recommendations are approved, Miles works with vendors to confirm asset requirements for the approved campaigns and organize the delivery timeline.
- Utilizing our inventive Design Team, Miles will provide campaign Creative Ad Services to develop multi-layered creative strategies, messaging, and design to support media placements and tactics. Asset creation will be ongoing for monthly and seasonality needs (includes all art design and content development for display ads, native advertising, rich media display, video ads, and audio).
- Monitoring and adjustment of the media spend on a weekly basis to maximize response and conversion.
- Detailed monthly reporting on campaign results. Using a single platform allows Miles the ability to pull in data from across VSPC's channels including Google, Bing, Facebook, Twitter, Google Analytics, Adobe Analytics, Offline Data and more. Insights pulled from this report will lead plan optimizations to strengthen campaign performance moving forward.
- Continued strategy improvements and enhancements. Once a proper set of data has been collected and analyzed from our monthly reports, use the insights learned and apply them in a meaningful way. Miles will ensure results are tracking back to campaign goals to ensure campaign success, applying a heavier emphasis on the elements that are working most effectively.
- Coordination with other VSPC programs to compliment the entire destination platform.

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Social Media – At Miles, we believe that a social media strategy is a three-pronged approach that encompasses content, community management and advertising. Through well-planned paid and organic social communication, we can influence trip planning decisions, encourage sharing, and reach visitors at an opportune moment in time. Core components include:

- Provide a comprehensive Paid Social Media strategy and implementation, including: strategy and ideation, content/creative development, ad planning/buying (as needed) and monthly reporting. Paid social strategies will support the overall digital media by driving high-funnel brand awareness, prospecting to new customers, as well as advanced re-targeting warm leads to drive conversions.
- Provide Organic Social Media management and community management support for the VSPC's Facebook and Instagram pages, including:
 - Development of Quarterly content/editorial calendar
 - Writing/Drafting organic posts on social channels to support the destination's awareness strategies
 - Adding upcoming events (as outlined in quarterly editorial calendar)
 - Listening for comments/content, including liking comments, sharing posts, and engaging in social conversations with guests
 - Content curation, including reaching out to guests for content/image use approval
 - Monthly reporting, including positive and negative sentiment analysis

Enewsletter – Leveraging the personalization data that has been collected throughout the years, Miles will continue the ongoing email strategy and efforts to foster community and increase email engagement and retention within current and future email subscribers. Each month, Miles will provide recommended content to VSPC for review, provide email images/animated gifs, and support build out & deployment of emails within the ActOn (or similar) Email platform. Miles will also create a strategic Visitor Cycle communications automated program, which will include personalized and targeted emails directing email subscribers to content that is relevant to them during different timeframes. Deliverables will include:

- Monthly Email Deployment - Miles will dedicate monthly hours to overall management and optimization of the email campaigns. This includes content recommendations, art and editing, proofing and assistance with email set-up. Miles will support VSPC, as needed to incorporate all relevant content, including co-op ads, sponsor and sponsored content each month Miles will work with VSPC partners to ensure all sponsored content is received and follows VSPC brand look, feel and tone.
- Strategic implementation of a lifestyle campaign through email automation based on targeted personalized content through ActOn (or similar platform). This includes content recommendations, art and editing, proofing and assistance with email set-up.
- Reporting & Analysis - Ongoing analysis of email engagement, list growth, and segmentation to provide insight for further strategy development. Monthly email analysis will be included in the Google Analytics Monthly Report.
- Strategic Development - Miles will work with VSPC to provide ongoing strategic recommendations to further utilize the ActOn (or similar) email platform, grow subscriber base, and increase email engagement metrics. Miles will participate in monthly team calls with email platform provider.

Personalization – We know that visitors are looking for a personalized experience and, as they interact with VisitStPeteClearwater.com, we have the data and ability to give them what they want. For personalization, the goal is to deliver an experience suited for visitors to the Visit St. Pete/Clearwater leisure site to drive traffic, engagement, and ultimately measure personas and

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profiles of visitors to the destination website. Miles will be able to gain deeper insight into the destination visitor and their interests and behavior. Utilization of the personalization platform, (Bound, the Drupal9 CMS personalization capabilities, or a similar functional platform) we will position VisitStPeteClearwater.com to serve as the most robust site experience in the industry and will position Visit St. Pete/Clearwater to be a leader in intuitive sites serving leisure travelers. Miles will utilize the custom dashboard offered by Bound and shared with VSPC, to set specific targets, collect profiles, and build personas to target content to. This scope will include analysis, strategic planning, on-going updates to campaign assets, art and development time, monthly touchpoints, and quarterly reporting. Miles to implement the following:

- Personalized content experiences via panels, recommended content, campaign targeting
- Utilization of the Bound Dashboard to create segments and campaigns
- User behavior data analysis
- Research and coordination with both Bound and VSPC to develop ongoing personalization strategies
- Develop quarterly plan for ongoing optimization

Video Production – There is no better way to communicate the story of St. Pete/Clearwater than through video. Why tell people when you can show them! As part of the Miles and VSPC partnership, Miles has a team of video experts focused on the success of VSPC’s video initiatives. This team is focused on video account management, creative and content strategy, video production and archiving. Outside of work directly related to video production projects (and their associated scopes), various tasks and responsibilities are needed to ensure videos are produced in an efficient and satisfactory manner. These include:

- Bi-weekly client meetings with VSPC, the Miles account team and video team members.
- Brainstorm and strategy sessions (either with client or internal) to develop highly-engaging video initiatives.
- Initial research, budgeting, and scoping for upcoming video initiatives (prior to scope approval).
- Providing quarterly access to original footage and production assets to VSPC through Miles’ DAM system.
- Various requests and communications with VSPC that aren’t related to an approved video scope.
- Collaboration with the dedicated account team to ensure video content is aligned with other content initiatives.
- Internal weekly scrums to share updates, ensure timely executions and strategize.
- Maintaining a reasonable level of talent recruitment (if a significant need, a separate scope may be warranted).
- Overarching management of any third-party VSPC vendors, such as Branaman Photography.

Reporting – It is no secret that knowledge is power. In our partnership with Visit St. Pete/Clearwater, Miles will continue to provide innovative analysis to gain critical Google Analytics website insights, ActOn email performance, and video performance in multiple channels. The Google Data Studio will continue to be utilized in the collection of comprehensive metrics, while also offering the ability to be customized based on VSPC’s data needs. Providing stale analytics reporting every month is not enough, Miles goes a step further by delivering a thoughtful and high-level point of view to aid with business and strategic decisions. We are more concerned about the “why” rather than the “what”. Program monitoring and management services include:

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- Enhanced dashboard style reporting leveraging best in class Business Intelligence tools.
- Tracking, segmenting, and interpreting site visitation statistics.
- Analysis for optimizing content, site navigation, page layout, forms, and overall site effectiveness.
- Measure visitor demographics and behavior.
- Assessing different print and electronic media campaigns for ROI.
- In-depth monthly reporting and analysis.

Industry Co-Op – Miles recognizes the importance of our partnership with VSPC, but we also understand that VSPC's co-op partner relationships within the destination are just as important. Miles will work alongside Visit St. Pete/Clearwater to create and sell an advertising program that supports the promotional needs for local partners. Scope will include sales, coordination and facilitation of partner assets, listings and data engine work, and revenue management. Core components and support include:

- Partner program advisement and recommendations on opportunities and practices.
- Supportive assets and rate cards for partner programs and similar collateral.
- Partner communications and asset collections/insertions of co-op programs.
- Dedicated Sales Manager who will represent the VSPC Advertising program at VSPC events and partner outreach.
- Dedicated Advertising and Data Manager to facilitate partner communications for collection and trafficking of all advertising materials for web and email programs.
- Support from the Senior Vice President of Sales & Marketing to offer VSPC long-term strategy, recommendations, presentations, and advisement.
- Accounting support for processing contracts/insertion orders and managing ongoing billing.
- Delivery of monthly reporting on advertiser performance.
- Revenue remittance back to VSPC on a quarterly basis based on Cash Collections.

Account Management - To successfully meet shared goals and as part of the Miles and Visit St. Pete/Clearwater partnership, account management time will be allocated for weekly status meetings with updates, in-person meetings as requested and approved by VSPC, overall account management and strategic planning, vendor communications on behalf of VSPC, day-to-day communications, new product research, third party billing, account coordination, management, and strategic planning. Miles will also attend monthly Tourist Development Council meetings and present (as requested) as well as other industry or VSPC hosted meetings and events as requested by VSPC.

EXHIBIT B

INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY. Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. INDEMNIFICATION. Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. INSURANCE:

The contracted Proposer shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Proposal submittals should include the Proposer's current Certificate(s) of Insurance. If Proposer does not currently meet insurance requirements, Proposer shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Upon selection of vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements to jjust@pinellascounty.org If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

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INSURANCE REQUIREMENTS

- c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Proposer or their agent prior to the expiration date.,
- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
- (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- e) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- f) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

EXHIBIT B

INSURANCE REQUIREMENTS

- g) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) All policies shall be written on a primary, non-contributory basis.
- h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

EXHIBIT B

INSURANCE REQUIREMENTS

- (3) Professional Liability (Technology / Media Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 3,000,000
General Aggregate	\$ 3,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (4) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 3,000,000
General Aggregate	\$ 3,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

PAYMENT SCHEDULE

Upon submittal of an invoice, the County shall pay the Contractor the monthly rates specified below for Services completed and accepted for WEB/APPLICATION HOSTING, WEB MAINTENANCE, and REPORTING.

Item	Description	Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	Annual Cost Year 4	Annual Cost Year 5	Total 5 Year Cost
1	WEB/APPLICATION HOSTING	\$39,000	\$39,000	\$40,200	\$40,200	\$41,400	\$199,800
	Monthly Installment Payments	\$3,250	\$3,250	\$3,350	\$3,350	\$3,450	
2	WEB MAINTENANCE	\$75,600	\$75,600	\$75,600	\$75,600	\$75,600	\$378,000
	Monthly Installment Payments	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	
3	REPORTING	\$58,800	\$58,800	\$58,800	\$58,800	\$58,800	\$294,000
	Monthly Installment Payments	\$4,900	\$4,900	\$4,900	\$4,900	\$4,900	

Compensation for services in addition to the services listed above shall be paid on a project-by-project basis upon submittal and written approval of a work estimate that is calculated using the Blended Rate. The Blended Rate should be inclusive of all labor, overhead, expenses (including travel), and profit of any nature.

Blended Hourly Rate for additional services \$ 140.00 per Hour

EXHIBIT 25

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Pinellas County Convention and Visitors Bureau
 Attn: Accounting
 8200 Bryan Dairy Rd., Suite 200
 Largo, FL 33777

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.