

AGREEMENT

25-0812-N

Care About Me Marketing Services

This Agreement (the “agreement” or “contract”), is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and BKN Creative, LLC whose primary address is 6401 N. Nebraska Avenue, Tampa, Florida 33604 (hereinafter “CONTRACTOR”) (jointly, the “Parties”).

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. Insurance Requirements attached as Exhibit C.
 - d. Scope of Work attached as Exhibit D.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the documents listed, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for 12 months from the Effective Date ("Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for two (2), additional twelve (12) month terms, or such other renewal terms agreed to by the Parties.

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit D. County expenditures under the Agreement will not exceed \$600,000.00 for the Contract Term without a written amendment to this Agreement.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature: *Kevin Tydlaska-Dziedzic*

Print Name and Title: Kevin Tydlaska-Dziedzic

Date: 7/31/2025

For County:

Signature:

Print Name and Title:

Date:

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT C INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. **INSURANCE**

BKN 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, BKN 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.

BKN shall provide certificate that is compliant with the insurance requirements. 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 Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida 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.**

- A. 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. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

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 BKN of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to CTrax c/o MDi Data at PinellasSupport@jdidata.com by BKN or their agent prior to the expiration date.

- 1) BKN shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said BKN from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve BKN of this requirement to provide notice.
 - 2) Should BKN, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- B. If subcontracting is allowed under this Agreement, BKN 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. All subcontracts between BKN 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 BKN to the same extent BKN 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 BKN to the County at the election of Owner upon termination of the Contract.

EXHIBIT C INSURANCE REQUIREMENTS

- 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 a waiver of subrogation in favor of the County.
- 6) Assign all warranties directly to the County.
- 7) Identify the County as an intended third-party beneficiary of the subcontract. BKN 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 Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. 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.
- 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 BKN.
- 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.

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** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

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

If BKN/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

EXHIBIT C
INSURANCE REQUIREMENTS

- 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

- 3) **Property Insurance** BKN will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT D - SCOPE OF WORK

BKN + PINELLAS COUNTY

COLLABORATIVE NEEDS: RETAINER

You've made it through launch! Now what? In this pitch, our goal will be to take our previously developed strategy and branding of the Care About Me Program and amp up exposure.

To achieve our target of 1,000 calls per month, maximizing exposure is essential. Our initial steps to re-engage with the program will include a thorough review of the current landscape: analyzing past efforts, identifying successes, and understanding what hasn't worked. We will also revisit our previously established strategy and pinpoint opportunities for quick wins that can drive immediate attention to the platform. Additionally, we'll identify long-term strategies that we can plan and execute to sustain and grow exposure over time.

Focusing on the communities in Pinellas County, we will strategically approach various target audiences and communicate that CAM is a vital resource tailored to their behavioral health needs.

Our team will develop compelling messaging and execute all campaign elements in collaboration with the CAM team and the internal communications team of Pinellas County. We will manage all out-of-home advertising, media purchases, and influencer marketing on behalf of the CAM program, continuously monitoring success while brainstorming fresh ideas to expand its reach.

PRICING + TERMS

Services Fee:

Hours: The County shall pay the Contractor the hourly rate of \$175.00 per hour for Services rendered (estimated to be 100 hours per month). Service Fee costs will not exceed \$210,000.00 for the Contract Term.

Term: 12 months

This budget is developed to give us a baseline of hours that we feel it will take to complete the scope of work. If the hours are to exceed this time frame, we will stop work, notify you and proceed after an approved set of additional hours has been arranged. Any extra hours will be based on our rate of \$175 an hour.

Prior to work commencing, the County must approve what services the CONTRACTOR will perform for the month, as identified in the Scope section of the Agreement. At the end of each month, CONTRACTOR must submit a valid invoice outlining which services were completed and the hours billed for each service. CONTRACTOR shall submit invoices no later than 30 days following the end of the service month.

Reimbursable Expenses:

Advertising Budget: \$390,000.00

In addition to the Services Fee, the County will reimburse Contractor at net cost for all actual vendor hard costs for authorized paid media advertising, promotional, and production expenditures. Reimbursable expenses under the Agreement will not exceed \$390,000.00 for the Contract Term. Hard cost invoices shall consist of an invoice coversheet listing each expense for which reimbursement is sought, accompanied by documentation of the amount paid, such as an invoice or receipt, and shall be submitted no less than monthly when expenses are incurred.

SCOPE OF WORK

STRATEGY

Marketing Strategy Review:

- Program update + review of previous strategy
- Research and ideate new opportunities
- Update deck and provide timelines after strategy approval

SOCIAL MEDIA

- Social Media Organic
 - Social strategy update (all relevant platforms)
 - Crafting, designing, targeting, scheduling
 - Monthly analytics
- Social Media Advertising
 - Social AD strategy update (Meta / LI)
 - Crafting, designing, targeting, scheduling
 - Monthly analytics
- Influencer marketing program
 - Influencer strategy update
 - Influencer management
 - Create various designs, photos, and short videos for influencers
 - Monthly analytics

FULL MARKETING, ADVERTISING + PR SUPPORT

- Strategy Implementation (with quarterly review)
 - PR support where needed
 - Media buy, outreach, management + purchasing
 - Identify + engage with community outreach + events
 - Blog + additional copywriting support
 - Digital ADs (Google, Streaming, etc.), local publications + opportunities
 - Crafting, designing, targeting, scheduling
 - Monthly analytics
 - Email marketing
 - All email opportunities to support campaigns and ongoing
 - Website
 - Work with developer to update site
 - Updates to SEO
 - Guerrilla marketing + much more!

CONTENT CREATION

- Digital Assets
 - Design various assets for social media and web purposes
 - Light photo and video for social media (paid + organic)
- Print Collateral
 - OOH (Billboards, Ads in Publications, etc.)
 - Flyers, handouts, etc. (English + Spanish)

TIMELINE + DELIVERABLES

MONTH ONE

Start of Contract

- Strategy review
 - Ideate additional opportunities for marketing, advertising, social media, influencer marketing and PR
 - To be completed within the first two weeks of signing
 - Week three: Present an updated strategy with a list of opportunities to the Pinellas Team. Once opportunities are agreed to, we will develop a go-to-market plan for how we will tackle each one.
- Onboarding access to social accounts
 - Review current social status
 - Implement current month posts
 - Build-out social media content for the following month (always working a month ahead)

MONTH TWO TO TWELVE

Recurring Deliverables:

Account Management:

- Weekly team meetings
- Internal progress, communications and meetings
- Building tasks, setting up monthly projects and general project management
- Monthly hours and analytic reporting. Delivered within the first two weeks of the following month.

Organic Social Media:

- Monthly Creative Brief + Content Calendar
- 5 - 6 posts per week on all in-use platforms (posts with assets such as photo, design, video & animation)
- 3 - 4 stories per week on all platforms utilizing the feature
- Daily engagement
- Handle all incoming social media messages and comments within hours
- Monthly analytics

Paid Social Media:

- 2 - 4 ADs per month with varying budgets
- Creative support + management
- Monthly analytics

Copywriting:

- 1-2 blogs per month with SEO focus

Ongoing Monthly Items:

Marketing:

- Testing individual opportunities that are approved in strategy. Our team will manage the set up, research, design, schedule and implementation of items such as:
 - Event Marketing
 - OOH Advertising

- TV + Radio
- Community Outreach
- PR opportunities
- Email Marketing
- PPC Ad Management
- Guerrilla Marketing
- Analytics

Influencer Marketing:

- Handle influencer program
- Research influencer opportunities, connect with influencers, and build strategy per person.
- Build scripts, set up shoot details, and produce content for local influencers (ie, Sheriff, County Commissioners, etc.)
- Analytics

Content Creation:

- Misc design requests - for any print or digital purposes
- Photograph community events for social and marketing purposes
- Shoot videos for social media purposes