

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 11 day of February, 2020 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), for and on behalf of the St. Petersburg/Clearwater Convention & Visitors Bureau d/b/a Visit St. Petersburg/Clearwater ("VSPC"), and Birdsall, Voss & Associates, Inc., a Wisconsin Corporation ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 189-0284-P(JJ) ("RFP") for Advertising and Promotional services; 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, 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 without approval from Convention and Visitors Bureau (CVB) Director or Designee, and will place no advertising until Contractor's recommendation(s), including estimated cost of media, media contract terms, including cancellation provisions, and production have been submitted to and approved in writing by the Director or Designee. It is understood that where rates in specific publications or broadcast stations increase from that which has been previously approved, Contractor shall obtain new approval from the Director or designee; otherwise, the County shall not be held responsible for such increases.

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 Exhibit C ("Payment Schedule") 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 the Effective Date and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

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 \$72,325,000.00 for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

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 Exhibits C and D attached hereto. For Services authorized to be billed on a time basis, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date, number of hours worked and Contracted Personnel name and title. 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.

6. Personnel.

A. 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.

B. 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 Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing 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. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of 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 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: Visit St. Pete Clearwater, CEO
8200 Bryan Dairy Road, Suite 200
Largo, FL 33777

For Contractor:

Attn: Victoria Simmons
Birdsall, Voss & Associates, Inc.
250 West Coventry Court, Suite 300
Milwaukee, WI 53217

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. Contractor shall not provide similar services to the Services set out in the Statement of Work to any other convention, visitor, tourist information, or other tourism agency that directly competes with VSPP for visitors, unless approved in writing by the Director or designee ("Director"), which approval will not be unreasonably withheld.

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, but not limited to marketing and advertising materials, content, application development, reporting, analytics, papers, data, and other documentation or improvements related thereto, and all rights acquired by Contractor in the performance of the Services for the County will become the property of the County, with all copyright and other restrictions falling within control of the County 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 exclusive 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 and will be held in confidence in accordance with this Agreement.

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

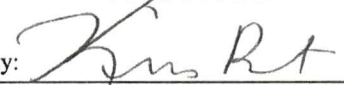
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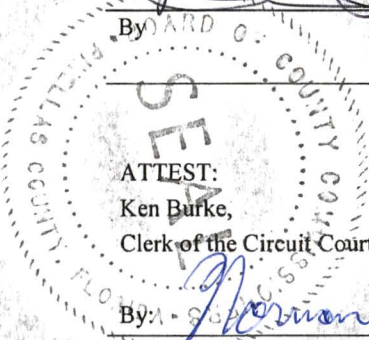
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
By and through its Board of County
Commissioners

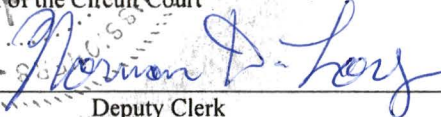
Birdsall, Voss & Associates,
Inc.


By: _____
Pat Gerard, Chairman

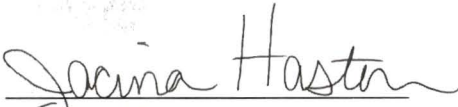
Name of Firm
By: 
Signature
Kris Best
Print Name
CFO
Title



ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: 
Deputy Clerk

APPROVED AS TO FORM



JACINA HASTON
OFFICE OF THE COUNTY ATTORNEY

SERVICES AGREEMENT

EXHIBIT A: STATEMENT OF WORK

The Contractor, hereinafter referred to as Agency, will provide tourism advertising and promotion services to the County and will work in conjunction with VSPC to develop and implement multi-platform, integrated programs to support VSPC's overall mission and goals. The programs range from local and regional to national and international in scope with emphasis on domestic consumer marketing. In addition, Agency will develop marketing programs aimed at meeting planners, sports organizers, film producers, travel trade, local residents (Value of Tourism) and other target audiences.

In addition, they will oversee brand stewardship; strategic planning; identification of key audiences; media planning and placement; development and implementation of co-operative advertising and strategic partnership programs; promotions; ongoing data analysis; creative development and deliverables; project-based research and oversight and brand integration for services provided by other suppliers.

The Agency is required to collaborate with other key VSPC suppliers including, but not limited to research, public relations, web/digital and publication providers.

SECTION A:

1) Strategic Planning & Innovation

Expertise and collaboration intended to drive category leadership, innovation and industry leading outcomes. This work sets the foundation for future success and ensures that budget is allocated in areas that will have the biggest impact on the business.

- a) Executive strategic leadership team provides annual planning, and ongoing insight & recommendations.
- b) Quarterly reviews and opportunity/explorations; partner integration meetings.
- c) Media strategy development & planning for brand in partnership with Agency partners.
- d) Four annual full-day strategic workshops to drive strategy, address challenges and address future states.
- e) Trend analysis provides knowledge of travel and cultural trends driving consumer behavior.
- f) Thorough understanding of VSPC's research data.

2) Creative Concepting

Episodic creative exploration ensures the brand stays nimble & relevant, taking advantage of current events and market opportunities. A multi-team approach inclusive of disciplines such as creative, paid media, experiential and earned media creates stronger platform development and channel integration.

- a) Creative strategy, concepting/idea generation for campaign development for brand (consumer, M&C and co-op).
- b) Develops brand style guide, to ensure brand consistency across the organization.
- c) Includes quarterly explorations that serve to extend the core brand identity in specific channel or audience applications.
- d) Creative testing to determine that work delivers on intended purpose & desired outcomes.

3) Media Execution & Optimization

Management teams execute media plans delivering accuracy, added value and ongoing performance optimization to drive proven return on paid media investments.

- a) Media buying, negotiation of ideal pricing and value-added exposure, trafficking, validation of buy and ongoing optimization.
- b) Develop KPI's for each media program.
- c) Competitive analysis of competing destinations' media mix and spend level.
- d) Manage all media inquiries from media sales reps.
- e) Identify and evaluate new media opportunities.
- f) Develop, place, monitor and evaluate all domestic and Canadian media programs. Work with VSPC and their in-Country reps and/or with organizations such as Brand USA to implement media program as requested in international markets.
- g) Create media plans and media analysis reports.
- h) Idea generation and coordination of both, promotions and partnerships, as they relate to Agency clients or other potential relationships.
- i) Develop methodology for identifying appropriate target audiences and choosing media that best reaches each target group.

- j) Schedule media during key periods of the year to align with target market's travel patterns and purchase behavior as evidenced by research (seasonal trends).
 - k) Strongly negotiate all media buys and secure added value benefits where possible. Develop partnerships with key media that can produce relevant editorial on the destination and leverage media expenditures across all VSPC departments to create efficiencies.
 - l) Maintain a flexible and adaptive media strategy to take advantage of unexpected media opportunities and to be positioned to react to market conditions should external forces impact travel behavior.
 - m) Execute all media buys including development, placement and coordination of media plans including negotiation of added value elements and promotions.
 - n) Provide points of view (POV) and recommendations as requested for various media, promotional and other opportunities.
 - o) Post advertising/promotion/partnership program measurement and analysis to show the return on investment (ROI).
 - p) Provide advice/input and develop concepts for direct marketing programs.
 - q) Involvement in VSPC's crisis communications plan, including assistance if the Agency has locations or affiliates outside of the St. Pete/Clearwater area.
 - r) Maintain knowledge of key domestic and international markets and trends as they pertain to VSPC's business.
 - s) Develop community relations support programs.
 - t) Attend meetings/conferences outside the Tampa Bay area at VSPC's request.
 - u) Create complex PowerPoint presentations and videos for significant presentations.
 - v) Assist in strategic planning.
 - w) Negotiate with vendors to provide the most cost-effective products and services.
 - x) Develop media briefs, upon receipt of input document from VSPC, for any new projects not included in the annual media plan that describe the strategy, specific goals and message of each project.
 - y) Traffic and disperse all necessary materials to media suppliers and any other third parties needed to successfully implement VSPC's approved media plan.
 - z) Coordinate with other Agency disciplines, internal VSPC resources, and third-party providers to establish and maintain reporting systems against key ROI metrics, e.g., plan impression goal vs. delivery, as well as provide all appropriate data.
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- aa) Create holistic media plan recommendations reflective of the key metrics, research against the target audience, and creative direction.
 - bb) Provide written post buy analyses per seasonal promotion for broadcast as well as an annual plan post buy analysis that encompasses all media (broadcast, print, etc.) planned and purchased by the Agency.
 - cc) Develop and execute comprehensive media strategy to maximize ROI.
 - dd) Pro-actively identify and assess new opportunities and developments in media consumption and viewpoints that may impact VSPC in the short and long term.
 - ee) Maintain superior negotiation and stewardship of VSPC media buys.
 - ff) Participate in weekly Agency account meetings, reviews, requirements sessions, and briefings.
 - gg) Establish with financial department all necessary processing systems to enable Agency to make financial payments to media in accordance with Agency's policy.
 - hh) Make all necessary revisions/amendments to plan based on any or all changes through fiscal period.
 - ii) As appropriate or requested, evaluate and present media opportunities for VSPC consideration through contract period; prepare media POVs as requested.
 - jj) Resolve all billing discrepancies throughout the stated period for all media originating from Agency.
 - kk) Agency will work closely with VSPC's digital agency to ensure that all campaigns are consistent across all media.
 - ll) Develop and implement an annual co-op media plan.
 - mm) Identify and contact key feeder market radio stations, newspapers, publications, and other viable media outlets to ascertain interest in developing destination promotional programs including trade-out of product with partners for get-away packages including attraction components. Promotional Return on Investment (ROI) outline shall be provided to VSPC at a minimum of quarterly.
 - nn) Media planning responsibilities include:
 - i. Based on VSPC supplied goals and KPIs, Agency will define the target market, geography and media connection strategy for VSPC for domestic and international markets.
 - ii. Media plan development, refinements and amendments, as needed throughout the course of the fiscal year. Media plan updated and distributed monthly.
 - iii. Media planning will include the use of all media vehicles as needed based on strategic direction (network TV, cable TV, radio, consumer print, trade print, outdoor, etc.).

- iv. Coordinate with digital agency and web vendor in developing a cohesive, fully integrated media plan that aligns goals and timing/fighting. All broadcast media buying performed by Agency will include:
 - a. Pre-buy estimates.
 - b. Goal accountability and defined delivery as well as cancellation guarantees.
 - c. Buy negotiations.
 - d. Program/station determination.
 - e. Added value negotiations/recap.
- v. All print/outdoor media buying will be performed by Agency as needed. Responsibilities include:
 - a. Processing all insertion orders.
 - b. Contracts and negotiation/placement/monitoring of advertising.
 - c. Added value promotions and a position summary for all print placements.
 - d. Proof of performance photos or tear sheets.

4) **Analytics & Reporting**

Leadership and management teams use insights and performance reports to optimize campaign performance and drive future strategy development.

- a) Quarterly campaign effectiveness reports gauge advertising results from all advertising mediums and provide recommendations for adjustments.
- b) Analyze existing data sources for inputs to drive future planning.
- c) Produce quarterly campaign effectiveness reports to gauge advertising results from all advertising mediums.

5) **Account Service & Administration**

Management and administrative teams execute on planning initiatives, coordinate both client and internal teams, drive communication, and ensure all work delivers on desired outcomes and within stated budget parameters.

- a) Overall account management of strategy development, planning, media & creative, analytics & reporting.
- b) Facilitation of campaign development including client and internal briefings, brief development for both media & creative, presentations & ongoing project management.
- c) Budget management and reporting, quarterly and annual fee reconciliations, billing.
- d) Agency integration, status meetings, correspondence, including fulfilling needs for monthly Tourist Development Council meetings.
- e) Submit campaign recaps for award entries.
- f) Manage overall relationship with VSPC, their many departments, field staff and international agencies and other key vendors.
- g) Act as primary contact for VSPC's team, channeling questions and requests.
- h) Active participation in key research initiatives.
- i) Active participation in annual plan development.
- j) Active participation in long range strategic plan development.
- k) Manage all ongoing projects, including timelines, budgets and invoices.
- l) Monitor annual trends and ongoing analysis of consumer attitudes and behavior.
- m) Lead and participate in weekly status meetings with VSPC and internal teams.
- n) Write and deliver conference reports recapping all meetings and key conversations.
- o) Lead, manage and coordinate the Agency team across disciplines.
- p) Coordinate with other VSPC vendors to ensure an integrated marketing approach and strategy for VSPC.
- q) Respond to VSPC requests and work with internal teams to provide guidance and support per VSPC requests, questions and needs.
- r) Accurately manage and track VSPC budget, providing accurate and timely monthly billing and accrual reports.
- s) Familiarize Agency team members assigned to the VSPC account with VSPC's business, products, services, staff and key stakeholders.
- t) Contribute to and advise VSPC on the development and implementation of marketing plans.
- u) Assess secondary research, as well as findings from VSPC supplied studies to determine brand marketing communications effectiveness, opportunities, and needs.
- v) Ongoing contributions to strategic media point-of-views, marketing plans for new initiatives and/or products, as well as major presentations.
- w) Take all reasonable precautions to guard against any loss to VSPC through the failure of suppliers to execute properly their commitments.
- x) Take all reasonable precautions to safeguard all VSPC's property entrusted to Agency's care, custody, or control.
- y) Generate monthly media watch report, including Agency and client-initiated programs.

- z) Strategic Planning – contributing and assisting with the development of strategic marketing plans, development of brand strategy, development of creative concepts and other strategies for all segments – meetings and conventions, leisure, corporate, sports, film, etc.
- aa) Meetings – as requested, and at Agency cost, attend internal and external meetings on marketing programs, meetings with partners, monthly Tourist Development Council (TDC) meetings, and other meetings as necessary.
- bb) Presentations – assist with development of presentations regarding marketing programs, giving presentations as appropriate, and providing content and electronic materials to incorporate into presentations.
- cc) Budgeting – provide input and ongoing tracking of the marketing budget, develop program budgets, and budget status reports, ensure Agency budgets remain in sync with VSPC budgets, and provide budget status reports.
- dd) Daily Account Service – ongoing communication, development of conference reports, status reports, contributing to program summaries, presentation of creative, analysis of campaign inquiries/fulfillment, trafficking materials between VSPC and appropriate Agency departments, and other reports as necessary interfacing with all other areas of the Agency on VSPC’s behalf.
- ee) Interface with Publications and Interactive Services vendors to maximize brand consistency across all platforms to ensure strategy alignment.
- ff) Maintain knowledge of VSPC’s key domestic and international markets (Canada, Latin America, UK, and Germany) and trends as they pertain to VSPC’s business.
- gg) Identify integrated marketing best practices with other departments or other clients and share those throughout the organization to maximize efficiency.
- hh) Assist in developing methodology for measuring impact and success of all marketing/advertising programs and provide monthly analysis of such measurement to show the return on investment (ROI).
- ii) Develop and provide sales support information/material and implement a cooperative advertising program for both the meeting planner and leisure consumer audiences, including management of production and media placement.
- jj) Notify VSPC of all new business solicitations by the Agency that could be perceived as a conflict of interest with growing tourism to Pinellas County.
- kk) Maintain knowledge of industry trends as they pertain to the trade aspect of the domestic leisure business, i.e. travel intermediaries such as tour operators, wholesalers, retail travel agents, and online agencies.
- ll) Involvement in the Crisis Communications Plan, including assistance if the Agency has locations or affiliates outside the St. Petersburg/Clearwater area.
- mm) Provide input on VSPC’s consumer website, as well as all other VSPC websites AND evaluate approaches to add relevant content or improve site visitation.

SECTION B:

1) Creative Execution & Production

Agency hours for creative supervision, copywriting, art direction, production, re-touching, animation, digital development, ad trafficking.

- a) Creative development of Annual Plan.
- b) Responsible for the concept, development and implementation of all advertising messaging to include print, collateral, broadcast and out of home.
- c) Develop creative briefs, upon receipt of input document from VSPC, for any new creative projects.
- d) Responsible for the development and implementation of all forms of advertising including all creative executions of print, collateral, broadcast, online, out-of-home, other alternative media, etc.
- e) Work closely with VSPC creative staff.
- f) Create holistic media plan recommendations reflective of the key metrics, research against the target audience, and creative direction.
- g) Develop a comprehensive creative strategy against each key audience segment.
- h) Pro-actively identify and assess new creative opportunities.
- i) Maintain superior negotiation and stewardship of VSPC production budget.
- j) Participate in weekly Agency account meetings, reviews, requirements sessions, and briefings.
- k) Make all necessary revisions/amendments to plan based on all changes through fiscal period.
- l) Agency will work closely with VSPC’s digital agency to ensure that digital creative is consistent with the Agency-produced ad materials.
- m) Agency will provide as-released files for every job which VSPC will use to establish an archive of all creative work produced.
- n) Idea generation and development of creative media strategies, promotions and partnerships, including domestic and international markets with consideration given to full integration and comprehensive marketing campaigns.
- o) Presentation of creative (new concepts, ideas, etc.).

- p) Create renderings/comps for external and internal review of advertising, promotions, and partnership opportunities.
 - q) Creative executions for print, radio, television, out-of-home, tradeshow displays, promotional products, direct mail pieces and other collateral and some web/online digital production.
 - r) Develop collateral support to complement promotional/partnership marketing programs.
 - s) Pre-press production art (preparing materials for printing, broadcast, etc.).
 - t) Provide digital assets for VSPC to maintain in its digital library.
 - u) Develop community relations support programs.
 - v) Involvement in VSPC's crisis communications plan, including assistance if the Agency has locations or affiliates outside of the St. Pete/Clearwater area.
 - w) Assist in strategic planning.
 - x) Responsible for trafficking all advertising/materials (print, broadcast, etc.) to media outlets, printers, etc.
 - y) Provide electronic files of finished materials to VSPC including PDF files, JPEGs, raw files, etc.
 - z) Prepare advertising materials for presentation purposes (mounting, scanning, PowerPoint).
 - aa) Agency must negotiate with vendors to provide the most cost-effective products and services.
 - bb) Develop creative strategies and create and produce all meeting planner and incentive advertising/marketing/sales support programs with consideration given to professional associations, public relations and promotions.
 - cc) Develop creative strategies and create and produce all consumer advertising including domestic and international markets with consideration given to full integration and comprehensive marketing programs including travel trade, public relations and promotions.
- 2) **Brand Activation: Event & Experiential Management**
Agency hours for planning & management of event marketing, strategic brand partnerships, influencer programs, sponsorships.
- a) Act as primary contact for promotional/sponsorship vendor, negotiating the program, contract development, managing all deliverables including timelines, marketing inclusions, budget and recap of program.
 - b) Analyze and point of view of all sponsorship programs.
 - c) Research to determine strategic marketing partners which align with VSPC from trusted media, brands to influencers.
 - d) Develop and manage up to 20 media promotional programs that amplify the annual media plan.
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- 3) **Content Studio**
Agency hours for planning and development of owned channel editorial and video content.
- 4) **Research**
Proprietary Studies – Agency hours for development and management of commissioned studies such as brand tracking & perception. Note – creative testing research included as part of the creative concepting in Section A.
- a) Interface with VSPC's in-house research staff and contracted firm to create research programs, including brand awareness/development studies, creative effectiveness studies, and analysis of all advertising programs to evaluate effectiveness of advertising programs via appropriate audience segment input.
 - b) Assist in the ROI analysis of marketing initiatives.
 - c) Assist in strategic planning.

MINIMUM OPERATIONAL REQUIREMENTS

- 1) Agency must maintain at least one full-time employee on staff for each of these functions:
 - a. Strategic planning
 - b. Research
 - c. Media planning and buying
 - d. Promotions marketing and strategic partnerships
 - e. Full-service creative capabilities
 - f. Production/Trafficking
 - g. Accounting (with government billing experience)
 - h. Account Services
- 2) Agency must have an office within the greater Tampa Bay area that includes Pinellas, Hillsborough, Hernando, Manatee, Sarasota or Pasco Counties; or will establish an office upon contract awarding.
- 3) Agency must have at least one account manager exclusively dedicated only to VSPC, no other accounts, full-time to this account.
- 4) Written estimates/scope of work must be provided to VSPC in advance for each billable job and this signed estimate/scope of work must accompany billing. If approved changes are necessary because of a request by VSPC or for other reasons that would increase the cost of the job then, a revised estimate/scope of work must be provided and signed prior to any execution.
- 5) Billing per job must include copies of all invoices/receipts for preapproved out of pocket reimbursable expenses incurred, signed estimate and if applicable, affidavit indicating total number of Agency hours incurred.
- 6) VSPC shall retain exclusive ownership and all rights of use (including by assigns) of all marketing and advertising materials generated by Contractor and paid for by VSPC. Contractor shall have no such rights.

- 7) VSPC shall maintain the exclusive right to use any Agency-generated materials as it deems necessary and may do so without consent or approval. Contractor shall have no such rights.
- 8) VSPC prefers universal releases for materials, unless mutually agreed cost considerations become prohibitive; such as model releases, voiceover talent, music, photography, etc. Any restrictions on contracted materials such as photography, talent, models, etc., shall be provided to VSPC in advance with implications stated. In general, buyouts should be incorporated into the initial production cost.
- 9) VSPC shall have final review and approval of all work conceptualized, created and or produced for VSPC by Contractor.
- 10) Upon contract completion, Agency will transfer all VSPC assets to VSPC or the new agency, if applicable.
- 11) Compliance of all applicable regulatory laws and regulations including:
 - a. Maintaining and producing public records in compliance with Chapter 119, Florida Statutes and Pinellas County policies, including an agreement that responder will charge the sums allowed by Statute and County policy for producing public records.
 - b. Maintaining confidentiality of records exempt or confidential pursuant to Florida Laws, including Chapter 119, Florida Statutes and Section 125.0104, Florida Statutes.
 - c. Arranging for records retention of data in accordance with applicable Florida Law, including the State of Florida General Records Schedules.

SERVICES AGREEMENT

EXHIBIT B: INSURANCE REQUIREMENTS

- a) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. 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.
- b) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- c) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days 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 certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. 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, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- d) ~~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.~~
- e) 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.
- f) 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.

SERVICES AGREEMENT

EXHIBIT B: INSURANCE REQUIREMENTS

- (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) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- g) 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

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

SERVICES AGREEMENT

EXHIBIT B: INSURANCE REQUIREMENTS

- (4) Multi-Media Liability (Professional Errors and Omissions) Insurance to include publication of materials, and intellectual property both written and electronically 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	\$ 2,000,000
General Aggregate	\$ 2,000,000

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

SERVICES AGREEMENT
EXHIBIT C: PAYMENT SCHEDULE

Upon submittal of an invoice and subject to the annual not-to-exceed Services Fee compensation amount of \$2,174,850.00, the County shall pay the Contractor the hourly rate of \$150.00 per hour for the Services set out in Exhibit A, that will be estimated and approved in advance of work performed.

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.

SERVICES AGREEMENT
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.
- 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.