

AGREEMENT

25-0506-RFP & 25-0507-RFP

ADVERTISING & PROMOTION (MEDIA PLANNING, BUYING & BRAND STRATEGY, CREATIVE AND CONTENT)

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 Envisionit Chicago, LLC whose primary address is 130 E. Randolph Street, Chicago, IL 60601 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

Combining the two (2) RFP's that were solicited separately into this one agreement; 25-0506-RFP Advertising & Promotion (Media Planning & Buying) and 25-0507-RFP Advertising & Promotion (Brand Strategy, Creative & Content)

A. Documents Comprising Agreement

1. This Agreement, including the documents 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. Solicitation Section 4, titled Special Conditions attached as Exhibit C.
 - d. Solicitation Section 5, titled Insurance Requirements attached as Exhibit D.
 - e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit E.
 - f. Contractor's response to Solicitation Section 9, titled Pricing Proposal attached as Exhibit F.
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 sixty (60) months from the Effective Date ("Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for one (1), additional twenty-four (24) month term, 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 F. County expenditures under the Agreement will not exceed \$139,605,073.53 for the Contract Term without a written amendment to this Agreement.
2. Contractor will invoice for all agency services at a blended rate of \$170 per hour, for the Scope of Work / Specifications set out in Exhibit E, that will be quoted and approved in advance of work performed. Services will be billed monthly based on actual hours performed but subject to the fiscal year not-to-exceed Services Fee compensation amount of \$4,663,088.00. Hours not expended will not be billed.

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:



Print Name and Title: Tiffany Kirby Chief Growth Officer

Date: August 12, 2025

For County:

Signature:

Print Name and Title:

Date:

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT C Special Terms & Conditions

1.1. INTENT

It is the intent of Pinellas County to establish an Agreement for ADVERTISING & PROMOTION (BRAND STRATEGY, CREATIVE & CONTENT) to be ordered, as and when required.

1.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) *(if the Agreement includes software, online, or digital content services)*

Any terms required by law

1.3. PRICING/PERIOD OF CONTRACT

Unit prices submitted of listed items will be held firm for the duration of the Agreement. Duration of the Agreement will be for a period of sixty (60) months from the date of Agreement award and any extension thereof.

1.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for one (1) additional twenty-four (24) month period(s) beyond the primary contract period or earlier if the original contract is completed early. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County.

1.5. PRE-COMMENCEMENT MEETING

Upon award of the Agreement, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific Agreement details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

1.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

1.7. ASBESTOS MATERIALS

The Contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

1.8. SERVICES

The terms below are applicable if the Solicitation includes the provision of SERVICES:

- A. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

1.9. GOODS & PRODUCTS

The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:

- A. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.10. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

1.11. PERFORMANCE SECURITY

Not Applicable

EXHIBIT D Insurance Requirements

1.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 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 VIII or better.

1.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor 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. Upon selection of Vendor for award, the selected Vendor shall email 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).
- B. **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 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.**
- 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 Bid 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 Vendor or their agent prior to the expiration date.
 - 1. Vendor 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 Vendor from its insurer Notice shall be given by email to Pinellas County Risk

Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- E. If subcontracting is allowed under this Bid, the Primary Vendor 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 the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
 - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor 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;
 - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 - c. Provide that County will be an additional indemnified party of the subcontract;
 - d. 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;
 - e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
 - f. Assign all warranties directly to the County; and
 - g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor 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.

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 Vendor.
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:

1.3. 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.

A. Limits

1. Employers' Liability Limits Florida Statutory
 - a. Per Employee \$ 500,000
 - b. Per Employee Disease \$ 500,000
 - c. Policy Limit Disease \$ 500,000

If Vendor 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. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

1.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

A. Limits

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

4. General Aggregate \$ 2,000,000

1.5. PROFESSIONAL LIABILITY (Multi-Media) INSURANCE

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.

A. Limits

1. Each Occurrence or Claim \$ 2,000,000
2. General Aggregate \$ 2,000,000

- B. 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.

1.6. PROPERTY INSURANCE

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

EXHIBIT E
Scope 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 VisitSPC to develop and implement multi-platform, integrated programs to support VisitSPC '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 VisitSPC suppliers including, but not limited to research, public relations, web/digital and publication providers.

The Contractor will perform all Professional Services as set forth below

A. Strategic Planning, Innovation and Leadership

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.

1. Executive strategic leadership team provides annual planning, and ongoing insight & recommendations.
2. Quarterly reviews and opportunity/explorations; partner integration meetings.
3. Media strategy development & planning for brand in partnership with Agency partners.
4. Annual strategic workshops to drive strategy, address challenges and address future states.
5. Travel trend analysis and recommendations
6. Provide senior leadership engagement to support key stakeholder, board, or community discussions, offering strategic counsel and advocacy as needed.
7. Conduct a comprehensive onboarding process within the first 4–6 weeks, including destination, audience, and brand immersion sessions to inform strategy and planning.
8. Offer expert guidance on marketing technology tools, data infrastructure, and platform strategies to enhance program performance and operational efficiency.

B. Media Execution & Optimization

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

1. Develop methodology for identifying appropriate target audiences and choosing media that best reaches each target group.
2. Develop and execute comprehensive media strategy to maximize ROI.
3. Develop KPI's for each media program.
4. Make all necessary revisions/amendments to plan based on any or all changes through fiscal period.
5. Competitive analysis of competing destinations' media mix and spend level.

6. Manage all media inquiries from media sales reps.
7. Identify and evaluate new opportunities.
8. Develop, place, monitor and evaluate domestic and international media programs. Work with VisitSPC and their in-Country reps and/or with organizations such as Brand USA to implement media program as requested in international markets.
9. Idea generation and coordination of both, promotions and partnerships.
10. 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).
11. 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.
12. 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.
13. Execute all media buys including development, placement and coordination of media plans including negotiation of added value elements and promotions.
14. Provide points of view (POV) and recommendations as requested for various media, promotional and other opportunities.
15. Provide advertising/promotion/partnership program measurement and analysis to show the return on investment (ROI).
16. Facilitate timely changes in media placements and platforms in the event of a crisis.
17. Maintain knowledge of key domestic and international markets and trends as they pertain to VisitSPC's business.
18. Develop community relations support programs.
19. Attend meetings/conferences outside the Tampa Bay area at VisitSPC's request.
20. Develop media briefs, upon receipt of input document from VisitSPC, for any new projects not included in the annual media plan that describe the strategy, specific goals and message of each project.
21. Traffic all necessary materials to media suppliers and any other third parties needed to successfully implement VisitSPC's approved media plan.
22. 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 appropriate data.
23. Pro-actively identify and assess new opportunities and developments in media consumption and viewpoints that may impact VisitSPC in the short and long term.
24. Participate in weekly Agency account meetings, reviews, requirements sessions, and briefings.
25. Establish with financial department all necessary processing systems to enable Agency to make financial payments to media in accordance with policy.
26. Resolve all billing discrepancies throughout the stated period for all media originating from Agency.
27. Develop and implement an annual co-op media plan.
28. Media plan refinements and amendments, as needed throughout the course of the fiscal year updated and distributed monthly.
29. 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.).
30. Coordinate with digital platform agency/web vendor in developing a cohesive, fully integrated media plan that aligns goals and timing/flighting.

31. All 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. Added value negotiations/recap.
 - e. Proof of performance

C. Account Service & Administration

Management and administrative teams to 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.

1. Overall account management of strategy development, planning, media & creative, analytics & reporting.
2. Facilitation of campaign development including client and internal briefings, brief development
3. Budget management and reporting, quarterly and annual fee reconciliations, billing.
4. Agency integration, status meetings, correspondence, including fulfilling needs for monthly Tourist Development Council meetings.
5. Submit campaign recaps for award entries.
6. Manage overall relationship with VisitSPC, their many departments, field staff and international agencies and other key vendors.
7. Act as primary contact for VisitSPC's team, channeling questions and requests.
8. Active participation in key research initiatives.
9. Active participation in annual plan development.
10. Active participation in long range strategic plan development.
11. Manage all ongoing projects, including timelines, budgets and invoices.
12. Monitor annual trends and ongoing analysis of consumer attitudes and behavior.
13. Lead and participate in weekly status meetings with VisitSPC and internal teams.
14. Create conference reports recapping all meetings and key conversations.
15. Coordinate with other VisitSPC vendors to ensure an integrated marketing approach and strategy.
16. Manage and track VSPC budget, providing accurate and timely monthly billing and accrual reports.
17. Familiarize Agency team members assigned to the account with VisitSPC's business, products, services, staff and key stakeholders.
18. Assess secondary research, as well as findings from VisitSPC supplied studies to determine brand marketing communications effectiveness, opportunities, and needs.
19. Ongoing contributions to strategic media point-of-views, marketing plans for new initiatives and/or products, as well as major presentations.
20. Take all reasonable precautions to guard against any loss to VisitSPC through the failure of suppliers to execute properly their commitments.
21. Take all reasonable precautions to safeguard all VSPC's property entrusted to Agency's care, custody, or control.
22. Generate monthly media watch report, including Agency and client-initiated programs.
23. 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.

24. 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.
25. Presentations - assist with development of presentations regarding marketing programs, giving presentations as appropriate, and providing content and electronic materials to incorporate into presentations.
26. Budgeting- provide input and ongoing tracking of the marketing budget, develop program budgets, and budget status reports, ensure Agency budgets remain in sync with VisitSPC budgets, and provide budget status reports.
27. 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 VisitSPC and appropriate Agency departments.
28. Maintain knowledge of VisitSPC's key domestic and international markets (Canada, Latin America, UK, and Germany) and trends as they pertain to VSPC's business.
29. Identify best practices with other departments or other clients and share those throughout the organization to maximize efficiency.
30. 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.
31. Notify VisitSPC of all new business solicitations by the Agency that could be perceived as a conflict of interest with growing tourism to Pinellas County.
32. Provide input on VisitSPC's consumer website, as well as all other VSPC websites AND evaluate approaches to add relevant content or improve site visitation.
33. Agency will provide support and counsel as part of VisitSPC's crisis communication plan, particularly in situations involving Agency locations or affiliates outside the SPC area. However, crisis response efforts will be coordinated in collaboration with VisitSPC and other relevant partners and are not solely the responsibility of the Agency.

D. Conflict of Interest

The Agency will not perform work for destination marketing organizations representing the destinations listed below without first obtaining written approval from Visit St. Pete-Clearwater (VisitSPC).

Prohibited Engagements:

- Any other Florida-based beach destination
- Myrtle Beach, SC
- The Bahamas
- The Caribbean
- Mexico

Notification of Potential Overlap: To ensure VSPC is kept fully informed, Envisionit will provide written notification before contracting with a destination marketing client where a potential for competitive overlap exists.

Both parties agree in good faith that objections to the future engagement will not be unreasonably withheld.

E. Analytics & Reporting

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

1. Regular campaign performance and effectiveness reports to gauge advertising results from all advertising mediums and provide recommendations for adjustments.
2. Analyze existing data sources for inputs to drive future planning.

F. Creative Concepting

Episodic creative development ensuring the brand stays nimble & relevant, taking advantage of current events and market opportunities.

1. Creative strategy, concepting/idea generation for campaign development for brand (consumer, M&C and co-op).
2. Build brand awareness and intent to visit by showcasing the emotional and rational benefits of vacationing, conducting business, or hosting an event in the destination.
3. Position St. Pete-Clearwater as a year-round, premier, welcoming, and diverse destination with world-class beaches, arts, dining, and more.
4. Target niche and untapped markets and communicate St. Pete-Clearwater's strengths to these potential visitors.
5. Establish VisitSPC to all audiences as the primary source for comprehensive travel planning information for St. Pete-Clearwater, increasing usage of VisitSPC materials and website as a trip planning resource.
6. Reinforce VisitSPC's reputation among local industry stakeholders, and business leaders to ensure a strong leadership image as a valuable source for marketing and tourism expertise.
7. Promote tourism's importance to residents as the area's number one industry, emphasizing its importance to the area's financial well-being and quality of life.
8. Creative testing to determine that work delivers on intended purpose & desired outcomes.
9. Develops brand style guide, to ensure brand consistency across the organization.

G. Creative Execution & Production

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

1. Creative development of Annual Plan.
2. Develop creative briefs, upon receipt of input document from VSPC, for any new creative projects.
3. 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.
4. Creative executions for print, audio, video, out-of-home, tradeshow displays, promotional products, other collateral and digital production.
5. Work closely with VSPC creative staff.
6. Develop a comprehensive creative strategy against each key audience segment.
7. Pro-actively identify and assess new creative opportunities.
8. Diligently maintain stewardship of VSPC production budget.
9. Participate in weekly Agency account meetings, reviews, requirements sessions, and briefings.
10. Make all necessary revisions/amendments based on requested changes.

11. Agency will provide as-released files for every job which VSPC will use to establish an archive of creative work produced.
12. Presentation of creative (new concepts, ideas, etc.).
13. Create renderings/comps for external and internal review of advertising, promotions, and partnership opportunities.
14. Develop collateral support to complement promotional/partnership marketing programs.
15. Provide digital assets for VisitSPC to maintain in its digital library.
16. Develop community relations support programs.
17. Provide electronic files of finished materials to VisitSPC inc. PDF files, JPEGs, raw files, etc.
18. Prepare advertising materials for presentation purposes (mounting, scanning, PowerPoint).
19. 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.

H. Brand Activation: Event & Experiential Management

Agency hours for planning & management of event marketing, strategic brand partnerships, influencer programs, sponsorships.

1. 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.
2. Analyze and point of view of all sponsorship programs.
3. Research to determine strategic marketing partners which align with VSPC from trusted media, brands and influencers
4. Develop and manage promotional programs that amplify the annual media plan.

I. 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.

1. 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.
2. Assist in the ROI analysis of marketing initiatives.
3. Assist in strategic planning.
4. Assist in developing methodology for measuring impact and success of all marketing/advertising programs and provide analysis of such measurement.

J. Operational Requirements:

1. Maintain a presence within the greater Tampa Bay area or commit to frequent travel at the agency's expense.
2. Provide a written scope of work for each billable job and this signed scope must accompany billing. If approved changes are necessary because of a request by VisitSPC or for other reasons that would increase the cost of the job, then a revised scope must be provided and signed prior to any execution.
3. Billing per job must include copies of invoices for preapproved reimbursable material expenses incurred, signed scope of work and if applicable, affidavit indicating total number of agency hours incurred.

4. VisitSPC retains ownership and all rights of use (including by assigns) of all marketing and advertising materials generated by agency and paid for by VisitSPC. "As released" electronic files will be provided to VisitSPC on an ongoing basis.
5. VisitSPC maintains the right to use any agency-generated materials as it deems necessary and may do so without consent or approval.
6. VisitSPC 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., are to be provided to VisitSPC up front with implications stated. In general, buyouts should be incorporated into the initial production costs.
7. VisitSPC shall have final review and approval of all work conceptualized, created and or produced for VisitSPC by the agency.
8. VisitSPC must be advised of all current and potential business solicitations by the selected agency that could be perceived as a conflict of interest.
9. 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.
10. Manage a transition period of up to four (4) months, if necessary, to transition all VisitSPC assets to new firm at contract completion.

K. Reimbursable Pass-Through Costs:

1. County will reimburse Pass Through Costs as set forth in Exhibit F.

EXHIBIT F:
PAYMENT SCHEDULE

Contractor will invoice for all agency services at a blended rate of \$170 per hour, for the Scope of Work / Specifications set out in Exhibit E, that will be quoted and approved in advance of work performed. Professional Services will be billed monthly based on actual hours performed but subject to the fiscal year not-to-exceed amount of \$4,663,088.00. Hours not expended will not be billed.

In addition to the Professional Services, the County will reimburse the Contractor for Media Buying and Pass-Through Costs at net cost for all actual vendor hard costs for authorized paid media advertising, promotional, sponsorship, and production expenditures.

Description	Unit	Total
Blended Rate for All Professional Services	\$170.00 Hourly	Not to exceed \$23,315,440.00 for the Contract Term
Media Buying and Pass-Through Costs	At Net Cost	
Five (5) Year Total Contract not-to-Exceed amount*		\$139,605,073.53

Travel Expenses. Services include all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

***Total Expenditure**

All Media Buying pass-through costs and Professional Services combined will not exceed \$139,605,073.53 for the initial Contract Term without a written amendment to this Agreement.