

**27. Award RFP-4196-03/DRS – Marketing Consulting Services, to Paradise Advertising & Marketing of St. Petersburg, FL (Not-to-Exceed \$125,000.00 per year).**

RFP-4196-03/DRS will provide all labor and incidentals necessary to provide a full service marketing agency to handle all aspects of the promotion of the County as a unique tourism destination. This project was publicly advertised and the County received five submittals (listed in alphabetical order):

- Bennett & Co, Altamonte Springs, FL
- Brandcomet, Maitland, FL
- Development Counsellors International, New York, NY
- Infinite Ideas, Casselberry, FL
- Paradise Advertising & Marketing, St. Petersburg, FL

The Evaluation Committee, which consisted of Suzan Bunn, Director, Tourism Development; Karen Brown, Senior Coordinator, Tourism Development; Kathryn Townsend, Contracts Manager, Tourism Development; Bill McDermott, Director, Economic Development and Chris Pederson, Web Developer, Information Technologies evaluated the submittals. The evaluation was based on the following criteria:

- Approach to Work - Technical
- Qualifications And Related Experience
- Price Proposal

Based on the initial evaluation, the Committee (less Mr. McDermott) interviewed the top 3 firms (listed in alphabetical order):

- Bennett & Co., Altamonte Springs, FL
- Infinite Ideas, Casselberry, FL
- Paradise Advertising & Marketing, St. Petersburg, FL.

The Evaluation Committee recommends award to Paradise Advertising & Marketing, Inc. on the basis of best value. At the conclusion of presentations, Paradise was the unanimous number one ranked firm by the Committee based on their creativity and approach. In addition, Paradise has made a commitment of resources (stretching of current funds) not recommended by the other firms. Finally, Paradise is well known as a destination marketing firm (having represented other destinations in the past), and have wide experience in the Meeting and Sports markets, which are our new niches. The Committee believes Paradise Advertising and Marketing, Inc. will take us to the next level in tourism promotion.

The Evaluation Committee recommends that the Board award the contract to the proposer offering the best value, price and other factors considered,

Paradise Advertising & Marketing, Inc. of St. Petersburg, FL in the amount of not-to-exceed \$125,000 per year. The contract will become effective upon execution of the agreement and will remain in effect for a period of three years. At the sole option of the County, the contract may be renewed for two additional terms not to exceed one-year each.

This is a budgeted project and funds are available in account number 011020-53034.

Tourism Development and Fiscal Services/Purchasing and Contracts Division recommend that the Board award the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

**RFP-4196-03/DRS  
MARKETING CONSULTING SERVICES  
PRICE EVALUATION**

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNITS</u>	<u>INFINITE IDEAS Casselberry, FL</u>		<u>BRANDCOMET Maitland, FL</u>		<u>DCI New York, NY</u>		<u>BENNETT &amp; CO Altamonte Springs, FL</u>		<u>PARADISE St. Petersburg, FL</u>	
				<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	MONTHLY RATE	12	MONTHS	\$8,000.00	\$96,000.00	\$7,350.00	\$88,200.00	\$7,500.00	\$90,000.00	\$10,000.00	\$120,000.00	\$10,000.00	\$120,000.00
2	REIMBURSABLES	1	LOT	\$5,000.00	\$5,000.00	\$18,000.00	\$18,000.00	\$32,500.00	\$32,500.00	\$4,800.00	\$4,800.00	\$5,000.00	\$5,000.00
					\$101,000.00		\$106,200.00		\$122,500.00		\$124,800.00		\$125,000.00

**AVERAGE HOURLY RATE PRICE ANALYSIS**

	Proposed 20 hrs/wk or 1,040 hrs/yr @ \$96K/yr	Proposed 110 hrs/mo or 1,320 hrs/yr @ \$88.2K/yr	Did not submit a proposed number of hours	Proposed 100 hrs/mo or 1,200 hrs/yr @ \$120K/yr	Proposed 130 hrs/mo or 1,560 hrs/yr @ \$120K/yr
AVG. HOURLY RATE	\$92.31	\$66.82		\$100.00 Note: Rate does not incl. creative svcs.	\$76.92 Note: Rate <b>does</b> incl. creative svcs.

**EVALUATION OF PROPOSALS**

	Acceptable 3	Unacceptable 5	Marginal 4	Highly Accept. 1	Highly Accept. 1
EVALUATION RANK					

**EVALUATION OF SHORT-LISTED FIRMS**

	Unacceptable 3	Not Listed	Not Listed	Highly Accept. 2	Highly Accept. 1
EVALUATION RANK					

The Evaluation Committee recommends award to Paradise Advertising & Marketing, Inc. on the basis of best value. At the conclusion of presentations, Paradise was the unanimous number one ranked firm by the Committee based on their creativity and approach. In addition, Paradise has made a commitment of resources (stretching of current funds) not recommended by the other firms. Finally, Paradise is well known as a destination marketing firm (having represented other destinations in the past), and have wide

**MARKETING CONSULTANT AGREEMENT (RFP-4196-03/DRS)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **PARADISE ADVERTISING & MARKETING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 150 Second Avenue North, Suite 880, St. Petersburg, Florida 33701, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY desires to retain the services of a competent and qualified consultant to assist in promoting and marketing Seminole County as a unique tourist destination; and

**WHEREAS**, the COUNTY has requested and received expressions of interest for the retention of services of consultants; and

**WHEREAS**, CONSULTANT is competent and qualified to furnish consulting services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

**SECTION 2. COMMENCEMENT.** The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the parties.

**SECTION 3. COMPENSATION AND PAYMENT.**

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a base fee not to exceed the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) per month. CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated amount stated above. The total compensation paid to the CONSULTANT pursuant to this Agreement, including reimbursable expenses not to exceed FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per year, shall not exceed the sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00) per year.

(b) REIMBURSABLE EXPENSES AND SERVICES. Reimbursable expenses may be paid to the CONSULTANT in addition to the compensation for services. Reimbursable expenses may include actual expenditures made by the CONSULTANT, his employees, or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Expenses of transportation when traveling in connection with the project, based on Sections 112.061(7) and (8), Florida Statutes, or their successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the project.

(2) Expense of reproductions, postage and handling of drawings and specifications.

(3) If authorized in writing in advance by the COUNTY, the cost of other expenditures made by the CONSULTANT in the interest of the project.

Reimbursable services shall be specifically enumerated, described and depicted by the Program Manger authorizing performance of the

specific project, task or study, and shall be valid only when authorized as such.

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

**SECTION 4. BILLING AND PAYMENT.**

(a) CONSULTANT shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONSULTANT;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONSULTANT for all services performed by the CONSULTANT during that month and for which the COUNTY is billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Tourism Development  
1230 Douglas Avenue, Suite 116  
Longwood, Florida 32779

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONSULTANT.

**SECTION 5. AUDIT OF RECORDS.**

(a) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

**SECTION 6. RESPONSIBILITY OF CONSULTANT.**

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports

and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S performance of any of the services furnished under this Agreement.

**SECTION 7. OWNERSHIP OF DOCUMENTS.** All deliverable reference data, survey data, plans and reports that result from the CONSULTANT'S services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONSULTANT. No changes or revisions to the documents furnished by CONSULTANT shall be made by COUNTY or its agents without the written approval of CONSULTANT.

**SECTION 8. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of three (3) years and, at the option of the parties, may be renewed for two (2) successive periods not to exceed one (1) year each.

**SECTION 9. TERMINATION.**

(a) The COUNTY may, by written notice to the CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONSULTANT to fulfill CONSULTANT'S Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT.** CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 11. NO CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 12. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of

the opposite party and only by a document of equal dignity herewith.

**SECTION 13. SUBCONTRACTORS.** In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 14. INDEMNIFICATION OF COUNTY.** The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

**SECTION 15. INSURANCE.**

(a) General. The CONSULTANT shall at the CONSULTANT's own cost, procure the insurance required under this Section.

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the

insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONSULTANT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued

to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover the CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONSULTANT's insurance shall cover the CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by

the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

<u>LIMITS</u>	
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or agents

of liability from any obligation under a Section or any other portions of this Agreement.

**SECTION 16. ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefor are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 17. REPRESENTATIVE OF COUNTY AND CONSULTANT.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise

CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 20. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONSULTANT including its officers, employees, and agents, the agent, representative, or employee of the

COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**SECTION 21. EMPLOYEE STATUS.** Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

**SECTION 22. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

**SECTION 23. PUBLIC RECORDS LAW.** CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 24. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**FOR COUNTY:**

Tourism Development  
1230 Douglas Ave., Ste 116  
Longwood, FL 32779

**FOR CONSULTANT:**

Paradise Advertising & Marketing, Inc.  
150 Second Avenue North, Suite 880  
St. Petersburg, Florida 33701

**SECTION 25. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

**SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

**SECTION 27. CONFLICT OF INTEREST.**

(a) The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONSULTANT hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONSULTANT to be conducted here, and that no such person shall have any such interest at any time during the term of

this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONSULTANT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST: PARADISE ADVERTISING & MARKETING, INC.

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
CEDAR HAMES, President

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST: BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_,  
regular meeting.

\_\_\_\_\_  
County Attorney

AC/lpk  
10/1/03  
rfp-4196

Attachment:  
Exhibit "A" - Scope of Services

## Exhibit A

### SCOPE OF SERVICES

#### MONTHLY SERVICES

(Covered in the Monthly Fee)

- ◆ Work with the CVB and TDC in producing an annual Marketing Plan for Seminole County tourism.
- ◆ Create and produce all tourism marketing and advertising products.
- ◆ Consult with CVB on all publicity, advertising, promotion and PR.
- ◆ Attend all TDC meetings and make monthly reports to that body.
- ◆ Contact, meet with and bring travel writers to the County and negotiate travel arrangements.
- ◆ Prepare and distribute special events and other newsworthy press releases.
- ◆ Assess and assign dollar value to publicity efforts.
- ◆ Research and recommend media placements.
- ◆ Create and maintain master media contact lists.
- ◆ Create, produce, update and distribute press kits.
- ◆ Attend tourism trade shows and staff press room when necessary.

#### REIMBURSABLE SERVICES

- ◆ Projects above and beyond the Monthly Scope of Services will be negotiated and approved individually on a reimbursable basis.

PRICE PROPOSAL FORM

RFP-4196-03/DRS

Marketing Consulting Services

The undersigned, as Proposer, declares that he has examined the Scope of Services and contractual documents relative thereto; and that he has satisfied himself relative to the services to be provided.

The Proposer proposes and agrees, if this proposal is accepted to contract with the County in the form of the work in full and complete accordance with the Scope of Services and Contract Documents to the full and entire satisfactions of the County, with a definite understanding that no money will be allowed for extra work except as set forth in the RFP documents.

Proposed Monthly Rate: \$ 120,000 (Numbers)

Proposed Annual Total for Reimbursables: \$ 5,000 (Numbers)

Proposed Total Annual Cost: \$ 125,000 (Numbers) (NTE \$125,000.00)

Name of Firm: Paradise Advertising & Marketing, Inc.

By: Cedar Hames (Signature)

Cedar Hames, President Name & Title (print or type)