


CONTRACT FOR AGENCY SERVICES  
PRESENTED TO

**COLUMBIA COUNTY, FLORIDA**  
**A political subdivision of the State of Florida**

PREPARED BY

PARADISE ADVERTISING & MARKETING, INC.  
SAINT PETERSBURG, FLORIDA

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 \_\_\_\_\_ Agency Initials    \_\_\_\_\_ Client Initials

## **AGREEMENT**

THIS AGREEMENT is made and entered into as of August 23, 2023, by and between Paradise Advertising & Marketing Inc. ("Agency") a Florida Corporation with offices at 5999 Central Avenue, Suite 302, Saint Petersburg, Florida 33710, and Columbia County ("Client"), located at 971 West Duval Street, Suite 145, Lake City, FL 32055. Agency and Client will collectively be referenced as "Parties" and individually as a "Party."

Project details and budgets shall be reflected and mutually agreed to in separate Scope of Work ("SOW") documents, also referred to as either Media Estimates, Media Authorizations, Job Estimates or Job Authorizations (collectively or individually herein referred to as "Project Estimates").

## **WITNESSETH**

WHEREAS, the Client desires to contract services available through the Agency; and

WHEREAS, the Agency is qualified and willing to render such services;

WHEREAS, services rendered by Agency for Client are outlined in the Agreement ("Agency Services");

The Parties hereto agree as follows:

### **I. TERM**

The Client hereby authorizes the Agency to act as its agent in accord with the terms stipulated in this Agreement with the first term being effective October 1, 2023 through September 30, 2024 ("Term"). This Agreement may be mutually agreed upon by Parties to be renewed as desire, and Parties shall endeavor to agree upon renewal terms no later than 90 days from the end of the current term.


### **II. ADVERTISING MEDIA**

Charges for advertising media placed and work performed by the Agency on behalf of the Client shall be scoped, budgeted, approved, reported, and billed to the Client in accordance with the terms of the Agreement.

### **III. MEDIA LIABILITY**

The Client agrees to assume full financial liability for properly authorized Project Estimates for advertising media space and/or time placed on its behalf by the Agency. Notwithstanding the foregoing, the Agency shall assume liability for all insertions for which the Agency has received payment in full from the Client.

In the event that a publication, media outlet, platform, vendor, and/or station elects not to accept the Agency's standard insertion order which disallows liability for unpaid media charges, the Client agrees to provide the publication and/or station with written confirmation of acceptance of this liability.

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#### **IV. MATERIALS AND SERVICES**

All charges for advertising, public relations, social media, branding, production, photography, online production, printing, marketing research, direct mail, audiovisual or productions will be estimated, authorized, and billed as in progress and on a project basis pursuant to a SOW. Any third-party costs shall be noted on Project Estimates for advanced Client approval, and any such costs incurred by Agency following such approval shall be grossed up x1.1765% and billed to Client to accommodate Agency administrative costs for ongoing vendor negotiations, management, and oversight. At times, Agency may determine that a  $\pm 10\%$  shall be required for certain creative or brand development projects to accommodate slight variances to more complex jobs and projects. Any desired contingency shall be noted on Project Estimates for advance Client review and approval.

Client may modify, reject, cancel, or stop plans, schedules, or work in progress at anytime by delivering written notice. In this event, however, Client shall retain sole liability for all commitments made by the Agency prior to such action and reimburse Agency for all of Agency's charges and expenses for work begun with Client approval.

#### **V. OWNERSHIP OF MATERIALS AND MARKS**

All final, as-released materials (.pdf, .mov, .mp4, .jpg) created and/or produced and completed by Agency for Client shall become the property of Client upon receipt by Agency of payment in full for all services rendered by Agency in relation to such materials pursuant to this Agreement. At no point during the Term or upon termination, shall Client receive native artwork files or layered file formats from the Agency unless otherwise agreed upon in advance and in writing by Parties. Unused or unpublished advertising materials, copy, presentations, plans and/or ideas prepared or proposed by the Agency will remain the Agency's property regardless of whether or not the physical embodiment of such items is in the Client's possession in any form. For use of any such items by the Client, the Agency shall be compensated at its prevailing rates.

Agency acknowledges that Client is the sole and exclusive owner of Client's protectable intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the "Client Marks"). Parties acknowledge that Client is solely responsible for legal protection of all Client Marks utilized with these services of this Agreement between Parties at any time during the Term.

Agency agrees that it will not make any use of the Client Marks without Client's prior written consent. Agency further agrees and acknowledges that it shall not acquire any interest in the Client Marks, or the goodwill associated with the Client Marks by virtue of this Agreement or Agency's use of the Client Marks or of any materials produced under this Agreement. Client hereby reserves all such rights not specifically granted hereunder.

Client acknowledges that Agency is the sole and exclusive owner of Agency's protectable intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively,

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the "Agency Marks"). Client agrees that it will not make any use of the Agency Marks without Agency's prior written consent. Client further agrees and acknowledges that it shall not acquire any interest in the Agency Marks, or the goodwill associated with the Marks by virtue of this Agreement or Client's use of the Agency Marks. Agency hereby reserves all such rights not specifically granted hereunder.

#### **VI. SHIPPING**

All shipping, express package or express mail charges incurred by the Agency on behalf of the Client shall be billed to the Client at cost (not subject to mark-up.)

#### **VII. TRANSPORTATION, LODGING & MEETING EXPENSES**

The Client agrees to reimburse the Agency at cost for all Client-authorized and approved lodging and meeting expenses incurred by members of the Agency's staff while traveling to perform work on behalf of the Client. Agency shall adhere to all federal lodging, travel, expense allowance and per diem policies. All Client-authorized and approved out of pocket transportation, lodging, travel, entertainment, or meetings expenses incurred by the Agency on behalf of the Client shall be billed to the Client at net cost (no mark-up) unless excessive travel changes occur and administrative time to manage travel logistic changes in which expenses will be marked-up 17.65%.

#### **VIII. COMPENSATION FOR AGENCY SERVICES**


##### **a. CLIENT SERVICES**

Agency shall conduct all Client Services listed in the Attachment A "Scope of Work" in accordance with the Attachment B "Rate Sheet – Agency Services", Attachment C "Rate Sheet – Agency Studio Equipment Services," and Attachment D "Rate Sheet – Agency In-House Printing and Binding Services" as approved per the annual budget determined by the Client. The annual Client Services fee shall be divided into equal monthly installments and billed monthly to the Client on the first day of the month preceding the month of scheduled services. For avoidance of doubt, October 2023 Client Services Fee(s) is/are invoiced on October 1, 2023, and are to be paid in full no later than October 31, 2023, and so forth throughout the Term.

Parties agree that the Agency Rate Sheets, as presented in Attachments B, C, and D, may change during the Term. Agency shall make Client aware of any reasonable changes to the Rate Sheets, on an annual basis or as updated by Agency at any time.

##### **b. ADVERTISING MEDIA PLANNING, BUYING AND MANAGEMENT SERVICES**

Agency shall conduct all Media Management Services listed in the Attachment A "Scope of Work" per the approved total annual paid advertising and media budget determined by the Client. Agency compensation for digital and programmatic media planning, buying, negotiating, trafficking, optimization, analyzing, and reporting, will be estimated and approved by the Client on annual basis and be included in the media budget. All media buys shall be billed by Agency to Client at net unless otherwise agreed upon by Parties in advance

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and in writing. Agency shall develop and present media budgets, plans, estimates with insertion schedule for Client review and approval based on approved annual budget parameters. Client shall review, sign and approve all media plans and media budgets, or Project Estimates, before Agency begins definitive media buy negotiations.

**c. PROJECT SERVICES**

Agency shall conduct all Client Services listed in the Attached "Scope of Work" in accordance with the Attachment B "Rate Sheet – Agency Services", Attachment C "Rate Sheet – Agency Studio Equipment Services," and Attachment D "Rate Sheet – Agency In-House Printing and Binding Services" as approved per the annual budget determined by the Client. All projects will be estimated and approved by the Client and progress billed monthly with final payments due upon project completion or final delivery.



If projects are completed, billing is complete and unbilled budget remains on the project, then the project shall be considered under budget, complete, and no other invoices shall be expected. Should any projects have an Advance Bill balance remaining at the completion of the project, Agency retains the right to reallocate the balance of funds to other approved projects with unbilled time in order to maximize the contractual funds for the SOW.

For larger creative or productions projects and provided SOW and Project Estimates have been reviewed and approved by Client in advance, Agency may require Client to provide a down payment of 50% up front as an Advance Bill to commence the project. The remaining 50% would be progress billed monthly against the approved Project Estimate with final payments due upon project completion or delivery. This Advance Bill payment allows Agency to plan travel, scouts, and production partners if needed, with advantageous rates and fees for any project expenses.

At times, Agency may determine that a  $\pm 10\%$  shall be required within the estimate for certain projects to accommodate slight variances to more complex jobs and projects. This contingency shall be noted on Project Estimate documents for advance Client review and approval. Payments will be due net thirty (30) days from the date of invoicing or sooner if mutually agreed upon in advance by Client and Agency. In the event the Agency does not receive payment on or before the specified due date, payment will be considered late, and services may be suspended. Parties agree that Client-authorized, approved, and designated non-travel vendor, third-party expenses shall be grossed up x1.1765% by Agency and billed to Client to accommodate Agency administrative costs for ongoing vendor negotiations, vendor contract management and oversight.

**d. DATABASE MARKETING:**

At times, the Agency shall be directed to acquire, manage, operate, maintain, secure, warehouse, store, and support comprehensive and accessible databases for the Client that are:

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1. Directly generated, acquired or sourced via lead generating initiatives within marketing channels, websites, digital platforms and other sources;
2. Procured from approved third-party sources;
3. Providing effective data and file management, transmission, tracking, and warehousing;
4. Compatible with the current database management system that will serve as a repository of consumer or business-related customer data;
5. Monitoring the completeness and timeliness of record/information acquisition from marketing channels, websites, digital platforms and other sources;
6. Monitoring the completeness and timeliness of record/information removal from the database based on opt-out and removal requests.

**e. THIRD-PARTY EXPENSES**

For this Agreement, third-party expenses shall be defined as goods or services procured on behalf of the Client, such as the following, but not limited to:

- Printing
- Publishing
- Hard Goods (apparel, merchandise, promotional products)
- Equipment Rental
- Talent (models, voiceovers)
- Music
- Stock Images
- Props

**f. SUB-CONTRACTORS**


For this Agreement, subcontracted individuals and freelancers retained by the Agency to support the Agency Services and SOW deliverables, are not considered a third-party expense and shall be treated as a seamless extension of the Agency. The Agency assumes responsibility for all subcontractor selection, negotiation, oversight, and payments. At the Agency's sole discretion, the Agency shall determine the level of, if any, involvement the subcontractors may have directly or indirectly with Client communication and interaction.

**g. OTHER**

The Agency shall charge a 3% materials fee on all Project Services to cover a portion of Client communications and ongoing Client project administration expenses which are specific to doing business with Client, or vendors in accordance with Client activities per approved plans and projects.

**IX. GENERAL TERMS**

Any invoice for which the Agency has not received payment by the specified due date (30 days from the date of invoicing) shall be subject to an additional service charge computed at the rate of one and one-half (1.5%) percent per month. However, this provision shall not apply to invoiced amounts,

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which the Client has reasonable grounds to question, assuming such questions are submitted in writing by the Client to the Agency within ten (10) days of receipt of the appropriate invoice.

The Client agrees to hold the Agency harmless for the failure of media or suppliers to properly execute their commitments through no fault of Agency. The Client further agrees to indemnify and hold harmless the Agency against any and all claims for loss, liability, or damages arising out of, or in connection with, work done or to be performed by the Agency for and on behalf of the Client, including the cost of defending any legal action that may be brought or threatened against the Agency arising out of the use of any advertising copy or materials furnished or approved by the Client, except for any loss, liability, or damages caused by Agency's negligence or misconduct.

The Client agrees to reimburse the Agency for any taxes (other than income taxes), duties or other regulatory fees the Agency may be required to pay by reason of performing services and/or producing materials on behalf of the Client.


Should it become necessary for the Agency to institute collection proceedings for any work performed or advertising placed on behalf of the Client during effective dates of this Agreement, the Client agrees to pay all collection costs incurred including reasonable attorney's fees.

The Client agrees to make payments for all services provided under the terms of this Agreement in United States dollars.

The Agency will take reasonable care of all materials Client entrusts to the Agency and return such materials upon the expiration or termination of this Agreement so long as the Client has paid all bills. Any document provided to the Agency by the Client and designated in writing as containing confidential, proprietary or by law, court order, or relevant regulation shall be treated as Confidential materials by Agency. The Agency will not be responsible for the loss or destruction of such materials, or the inadvertent disclosure of confidential information, unless such loss, destruction, or disclosure is caused by the Agency's own negligence.

#### **X. NON-SOLICITATION**

Each Party hereby expressly covenants and agrees that, at no time during the term of this Agreement or for a period ending twelve (12) months following termination of the Agreement, whether said termination is occasioned by the Client or the Agency or by the mutual agreement of both Parties, will it, directly or indirectly in any way, induce or attempt to induce any employee of the other Party to leave his or her position or to perform marketing or public relations work either as an employee, independent consultant or contractor of such Party, its subsidiaries, affiliates and related companies. Both Parties acknowledge that (i) any general newspaper or other public solicitation not directed specifically to such person shall not be deemed to be a solicitation for purposes of this provision, and (ii) this provision is not intended to limit the mobility of either Party's employees or contractors.

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## **XI. LIMITATION OF LIABILITY**

THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

- a. Agency shall carry appropriate liability insurance in a form and with companies satisfactory to Client, written on an occurrence basis with limits not less than \$1,000,000 per occurrence and in the aggregate, and shall name Client as an additional insured party. Agency to provide Client with proof of coverage within 10 business days of Effective Date of Agreement.
- b. Such policy shall be with respect to Agency's advertising, publicity or promotion of any kind of Client's products or services or Agency's services rendered or that should have been rendered by Agency in the development, placement or exhibition of advertising from claims, demands and actions pertaining to the following, except to the extent such claims arise from information or materials provided by or through Client:
  - i. any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
  - ii. any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
  - iii. false arrest, detention or imprisonment or malicious prosecution, wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
  - iv. infringement of title, slogan, trademark, trade name, trade dress, service mark or service name;
  - v. infringement of copyright, plagiarism, piracy or misappropriation of ideas under implied contract;
  - vi. unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud, false advertising or misrepresentation in advertising, and claims under Section 43(a) of the federal trademark statute or similar state statutes.
- c. Notwithstanding anything contained in this agreement to the contrary, in no event shall either Party or its respective affiliates have any liability for consequential damages, including lost profits or lost goodwill, indirect damages, special damages, incidental damages, liquidated damages, punitive damages, exemplary damages, moral damages or any other form of damages arising out of this agreement, even if advised in advance of the possibility of these types of damages, whether such damages are alleged in tort, contract or otherwise.
- d. Each Party hereto agrees that the other Party's maximum cumulative liability for all breaches of any provisions of this agreement or any other breaches of condition or terms, or in any other way arising out of or related to this agreement for all causes of action whatsoever and regardless of the form of action (including breach of contract, tort or any other legal or equitable theory), shall be limited to the amount of the fees payable by Client to Agency during the trailing twelve (12) months from when the Party gave the other Party written notice of the claim giving rise to such liability.



## **XII. TERM AND TERMINATION**

This Agreement shall commence upon its origination date as defined previously in good faith and shall remain in effect for the remainder of the term until terminated at any time and for any reason by either Party pursuant to ninety (90) days written notice by certified mail or registered mail of termination to the other Party. In the event of termination, the Client shall promptly pay the Agency for all materials purchased and Services completed up until the effective date of such termination, including settlements due to cancellation policies, etc., and Agency shall give to Client all work or products produced by Agency up until the date of termination. In the event of termination, Agency shall return to Client all prepaid fees less any fees associated with performed work as stipulated hereto.

The Agency's rights, duties, and responsibilities as set forth in this agreement will continue in full force and effect during any notice period and will include but not necessarily be limited to the creation, production, placement and billing of advertising and media whose closing or cancellation dates fall within the notice period. Any commissions applicable to the preparation and placement of advertising during the notice period, whether created and/or produced and/or placed by the Client or any Agency other than Paradise Advertising & Marketing Inc. shall accrue to the Agency.

Unused or unpublished advertising materials, copy, presentations, plans and/or ideas prepared or proposed by the Agency shall remain the Agency's property regardless of whether the physical embodiment of such items is in the Client's possession in any form. For use of any such items by the Client, the Agency shall be compensated at its prevailing rates.


## **XI. AMENDMENTS TO AGREEMENT**

Any amendments or modifications to this agreement shall be invalid unless made in writing and executed by the parties to this agreement or authorized representatives thereof.

## **XII. CONFIDENTIALITY**

The Agency shall, during the term of its assignment(s) with the Client, have access to confidential information and trade secrets of Client ("Confidential Information"), which are not generally or easily obtainable. The Agency acknowledges and agrees that all such information is confidential and is the exclusive property of the Client. The Agency agrees not to disclose or use this Confidential Information other than for the intended purpose as set forth in this Agreement or any SOW, except with the Client's written permission. At the termination or expiration of this Agreement, or upon request by Client, Agency shall promptly destroy or return all Confidential Information including without limitation all copies, extracts, or other reproductions, and all materials prepared by Agency based upon the Client's Confidential Information. Upon written request by Client, destruction of Client's Confidential Information shall be certified in writing by Agency. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

## **XIII. CONFLICT OF INTEREST**

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Agency 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 services required hereunder. Agency further represents that no persons having any such interest shall be employed to perform those services.

#### **XIV. REPRESENTATIONS AND WARRANTIES**

Agency represents and warrants that the scheduled activity, work and Services (and any parts and materials thereof) shall (i) be delivered by competent personnel in a professional and workmanlike manner, according to prevailing industry standards; (ii) be fit and sufficient for the purpose(s) for which they were purchased; (iii) be performed in compliance with the requirements of all applicable laws and regulations; (iv) not and do not infringe or misappropriate any United States or foreign patent, trademark, trade secret, copyright or any other proprietary, intellectual property, industrial property, or contract right (individually and collectively, "intellectual property rights") held by any third-party; (v) shall comply with all applicable foreign, federal, state or local statutes, laws and regulations governing advertising, data collection, privacy, security and other business practices; and (vi) materially conform with the specifications (if any) set forth in the description of Services, scheduled activity, or work in the applicable scope of work, order form(s) or any other documents between the parties and be consistent with any samples. In the event that the scheduled activity, work or Services have material nonconformities, Agency will use commercially reasonable efforts, at Agency's expense to correct such nonconformities in the scheduled activity, work or Services. If Agency determines that it is unable to correct such nonconformities through commercially reasonable efforts, Agency, shall refund Client the amount paid to Agency, if any, for such nonconforming scheduled activity, work or Services and Agency will reimburse Client for any prepaid amounts. Agency represents and warrants that; (i) Agency's performance under this Agreement shall at all times conform to the highest professional and ethical standards; (ii) Agency is under no obligation or restriction that would conflict with Agency's provision of scheduled activity, work or Services; and (iii) it owns all right, title and interest in the scheduled activity, work or Services by itself and has the authority to grant the rights and licenses granted to Client in this Agreement.

#### **XV. ATTORNEY'S FEES**



In the event of any litigation between the Parties hereto relating to the interpretation or enforcement of any of the terms of this Agreement, the successful Party therein shall be entitled to seek its reasonable costs and attorneys' fees, all of which shall be included in the judgment rendered in such litigation. The language of this Section shall remain in force and effect beyond the termination or expiration of this Agreement.

#### **XVI. NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the benefit of the Parties only; there are no intended third-party beneficiaries of this Agreement.

#### **XVII. RELATIONSHIP OF PARTIES**

This is an Agreement for professional services. The Parties hereto are independent of one another, and

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both agree that no agency, employment, franchise, or other relationship exists between the Parties.

### **XVIII. ARBITRATION**

If either Party has any dispute directly or indirectly arising out of or relating to either Party's performance pursuant to this Agreement, it shall be settled by arbitration before and in accordance with the rules of the American Arbitration Association. Any judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction.

### **XIX. ASSIGNMENT**

Neither Party may assign this Agreement, or the rights granted hereunder without the prior written consent of the other, except that a Party may assign this Agreement to any successor to the business of the Party by merger, consolidation, or sale of stock or assets or to any corporation controlling, controlled by, or under common control with the Party.

### **XX. FORCE MAJEURE**

No delay or default in performance of any obligation by either Party shall constitute a breach of this Agreement to the extent such default or delay is caused, directly or indirectly, by an event beyond the reasonable control of the Party unable to perform, including global health crisis, pandemic, fire, flood, earthquake, elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, failure of the Internet or strikes, lockouts or labor difficulties ("Force Majeure Event"). The Party affected by the Force Majeure Event, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day to day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day to day basis to the extent that such obligations relate to the performance so prevented, restricted, or interfered with); provided that the Party so affected shall use commercially reasonable efforts to avoid or remove such cause of non-performance and to minimize the consequences thereof and both Parties shall resume performance hereunder forthwith upon removal of such cause. However, if the period of nonperformance exceeds ten (10) business days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement without cause and may be subject to refunds for pre-paid, unused Agency Services.

### **XXI. CUMULATIVE REMEDIES; OFFSETS**

All remedies in this Agreement are cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law or in equity. In the event of an undisputed or legally adjudicated claim by Client (i.e., a final judgment has been entered in favor of Client) for loss or damages for which Agency is responsible, Client shall be entitled to adjust the amounts claimed against future or outstanding payments due, or which may become due, to Agency.

### **XXII. MISCELLANEOUS**

Notwithstanding anything contained herein to the contrary, Agency shall have no authority expressed or implied, to create or replace any lien or encumbrance of any kind or nature upon or in any manner to bind the interest of Client in the personal property owned by Client. Client entering into this Agreement



with Agency shall not constitute a commitment by Client to purchase any of the work, scheduled activity or services from or through Agency. Client and Agency are not joint ventures, partners, or joint owners in any manner, and nothing in this Agreement creates a partnership, joint venture, franchise or similar relationship. No waiver by a Party of any breach of the other Party of any condition, representation or warranty contained in this Agreement and no failure by a Party to exercise any rights under this Agreement or to insist upon the strict performance of any obligations of the other shall constitute or be deemed a waiver or release of any rights and remedies of that Party in the event of a subsequent breach of the same nature or of any other breach on the part of the other Party. If a court of competent jurisdiction declares any provision of this Agreement to be invalid, unlawful or unenforceable as drafted, the parties intend that such provision be amended and construed in a manner designed to effectuate the purpose of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and the remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by law. By signing and delivering this Agreement and/or any schedule, exhibit, amendment, or addendum thereto, each Party shall be deemed to represent to the other that the signing Party has not made any changes to such document from the draft(s) most recently provided to the other Party by the signing Party, or vice versa, unless the signing Party has expressly called such changes to the other Party's attention in writing (e.g., by "redlining" the document or by a comment memo or email). These obligations set forth in this section shall survive the expiration or any termination of this Agreement.

### **XXIII. CHOICE OF LAW**

This agreement shall be construed in accordance with and governed by the laws of the State of Florida. The Parties consent to the jurisdiction of the state and federal courts of Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto have set their hands by their duly authorized agents on \_\_\_\_\_.

Please indicate your acceptance of the terms of this Agreement by signing the form of acceptance below.

 Agency Initials      \_\_\_\_\_ Client Initials  


PARADISE ADVERTISING & MARKETING, INC.

By: Barbara Karasek

Name: Barbara Karasek

Title: CEO

Accepted this: 28th day of September, 2023

COLUMBIA COUNTY, FLORIDA

By:

Ronald Williams vice chair

Name: Rocky Ford

Title: Chairman, Board of County Commissioners

Accepted this: 21 day of Sept, 2023

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**ATTACHMENT A**  
**FY23-24 SCOPE OF WORK & ANNUAL BUDGET**

***Effective Dates: October 1, 2023 through September 30, 2024***

<b>Service</b>	<b>Description</b>	<b>Budget</b>
<b>Advertising Account Management Retainer Services</b>	Ongoing strategic leadership and annual plan development and tracking, KPI alignment, ongoing plan refinement, client communications, status calls, board presentation (as necessary), weekly project reviews, budget planning and management, billing, vendor communication. Includes development of a strategic annual content calendar that includes all marketing initiatives across various communication touch points with interim and long-term parties assigned responsibility.	\$92,000.00
<b>Social Media Management Retainer Services</b>	Development of social media strategy in alignment with annual marketing plan for both paid and organic social media channels. Management of social media channels and production of related content, inclusive of planning, scheduling, execution, community management/engagement, and reporting.	\$43,750.00
<b>Public Relations Retainer Services</b>	Dedicated day-to-day national public relations leadership and development of PR strategies in alignment with the annual marketing plan and key client objectives. Management and delivery of press release schedule and individual media pitches to national press. Development of media kit and press materials.	\$52,500.00
<b>Paid Media Planning and Buying Services</b>	Development and implementation of overarching media strategy in alignment with annual marketing plan. Inclusive of vendor negotiations, media buying, placement and campaign reporting.	Included in Paid Media Budget
<b>Paid Advertising Media (Gross)</b>	Media insertion placement expenses and paid promotional partnerships. Media billed at Gross.	\$125,000.00
<b>Advertising Optimization (Ad Ops) Services</b>	Campaign management and ad trafficking services across ad serving platforms, inclusive of campaign optimization for digital advertising and paid social media campaigns.	\$10,000.00
<b>Creative &amp; Production Services</b>	Creative, digital, content and brand development services to support the annual marketing plan. Includes copywriting, design, and development of creative assets.	\$80,500.00
<b>Data and Intelligence Services</b>	Review and analysis of data and insights, intelligence reporting, dashboard development. Ongoing strategy development, planning and refinement.	\$10,500.00

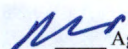
<b>Website Maintenance &amp; Management</b>	Ongoing management and maintenance of existing websites.	\$21,000.00
<b>Partner Value Program Development</b>	Partner program planning/framework; development of educational tools, resources, and webinars. Community development, stakeholder collaborations, communication planning. Scope of deliverables to be determined during program planning.	\$10,500.00
<b>Third-Party Fees</b>	Third-party licensing and platform fees. Third-party costs marked up by 17.65% (net cost multiplied by 1.1765% rate). Includes fees for: Asset Management and Data fees; Website fees; Social Media UGC and Analytics platform\ fees; PR platform fees, and Intelligence Platform fees.	\$49,250.00
<b>TOTAL BUDGET</b>	<b>FY23/24</b>	<b>\$495,000.00</b>

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**ATTACHMENT B**  
**2023 RATE SHEET – AGENCY SERVICES**

Role	Service Code	General Description(s)	Hourly Rate
Account Manager	AM	Account Strategy & Management Services, Media Buying/Planning Services, Social Media Management Services, Public Relations Services, etc.	\$175
Art Director	AD	Graphic Design	\$175
Chief Creative Officer	CCO	Creative Strategy, Brand Strategy	\$175
Copywriter	COPY	Copy Research, Copywriting, Copy Editing	\$175
Creative Director	CD	Art Direction	\$175
Digital Ad Ops Manager	DAM	Ad Optimization	\$175
Digital Services Manager	DGSM	Digital Project Management, Website Development & Maintenance	\$175
Photography	PHTG	Photography Services	\$175
Project Manager	PRM	Project Management Services, Traffic, Production Management Services	\$175
Project Manager - Analytics	PRM-A	Analytics, Insights, Reporting Services	\$175
Project Manager – Partner Development	PRM-PD	Partner Development Services	\$175
Videography	VIDG	Videography Services	\$175

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## ATTACHMENT C

### 2023 RATE SHEET – AGENCY STUDIO EQUIPMENT RENTALS

*Note: Subject to change at any time; Client shall be made aware of any changes as they arise in advance of estimating; volume discounts may apply at Paradise sole discretion;*

Equipment	Serial Number	Daily Rate (each)
<b>Camera</b>		
FS7 Video Camera	0026895	\$85.00
5D Mk IV		\$35.00
5D Mk III		\$30.00
7D	3071210182	\$15.00
GoPro	4982051, 4982748	\$10.00
<b>Camera Batteries</b>		
Camera Batteries		\$3.00
Canon BG-E20 Battery Grip		\$10.00
<b>Lenses</b>		
Rokinon Prime 24mm	E213H3680	\$12.00
Rokinon Prime 35mm	E213J2334	\$12.00
Rokinon Prime 50mm	E216K5847	\$12.00
Rokinon Prime 85mm	E213J2868	\$12.00
Canon 24-105 Zoom		\$10.00
Canon 28-135 Zoom	8532500986	\$10.00
Canon 70-300 Zoom	80707011	\$10.00
Canon 24mm	2040000246	\$10.00
Metabones Speedbooster	A1015007376	\$15.00
Metabones Adapter		\$10.00
77mm Polarizer		\$5.00
77mm Grad ND		\$5.00
77mm Variable ND		\$5.00
<b>Computer</b>		
Mac Book Pro	C02J4CTMDKQ5	\$35.00
<b>Storage</b>		
Lacie Rugged Drives		\$5.00
SD Cards		\$9.00

<b>Follow Focus</b>		
DJI Wireless Follow Focus Kit	05T0013401	\$35.00
<b>Lighting</b>		
Lowell 1K	IBE & MBF	\$5.00
Lowell Omni 500W	HBE & DBF	\$10.00
Aputure LED	6R030761, 6M036209, 6M035834	\$10.00
<b>Monitors</b>		
Cinema display LED		\$20.00
AOC HD		\$5.00
Cinema Display LCD		\$25.00
27" Client Monitor	BM28A78356004	\$15.00
Wireless HD Broadcast/Receiver	AS1410231890	\$15.00
7" 4k Camera Monitors	F7N1700270 &	\$5.00
<b>Audio</b>		
Zoom Recorder	B93073080	\$10.00
Sennheiser Shotgun Mic	1197 - 1267	\$20.00
Sennheiser Wireless LAV	4243038425 - 4243018301	\$12.00
<b>Support</b>		
Apple Box Set		\$7.00
Lightstands		\$5.00
Beefy Babys		\$10.00
C-Stands		\$5.00
Flags		\$5.00
Westcott Scrim Jim Reflector 4x6		\$8.00
Sand Bags		\$5.00
Tripods		\$35.00
Sliders		\$40.00
Jib		\$30.00
Boom Poles		\$5.00
Extension Cords		\$3.00



**ATTACHMENT D**  
**2023 RATE SHEET – IN-HOUSE PRINTING AND BINDING SERVICES**

Item / Service	Ink Color	Per Side Rate
<b>20 lb. White Bond Paper</b>		
8 ½ x 11 (letter)	Black & White	0.025
8 ½ x 11 (letter)	Color	0.10
8 ½ x 14 (legal)	Black & White	0.05
8 ½ x 14 (legal)	Color	0.20
11 x 17 (tabloid)	Black & White	0.10
11 x 17 (tabloid)	Color	0.30
<b>Premium Bond Paper, Colored Paper or Cover</b>		
8 ½ x 11 (letter)	Black & White	0.10
8 ½ x 11 (letter)	Color	0.125
8 ½ x 14 (legal)	Black & White	0.125
8 ½ x 14 (legal)	Color	0.30
11 x 17 (tabloid)	Black & White	0.20
11 x 17 (tabloid)	Color	0.50
<b>Saddle Stitch Binding</b>		<b>\$2.50 / per piece*</b>
<i>*In addition to paper/printing cost.</i>		
<i>Note: Subject to change at any time; Client shall be made aware of any changes as they arise in advance of estimating; volume discounts may apply at Paradise sole discretion; other in-house custom printing needs may be scoped and estimated separately. Subject to change at any time; Client shall be made aware of any changes as they arise in advance of estimating; volume discounts may apply at Paradise sole discretion.</i>		