

**MARKETING AND ADVERTISING SERVICES FOR FLORIDA'S ADVENTURE COAST
VISITORS' BUREAU
CONTRACT NO. 25-RFP00983/CT**

This Contract made and entered into this 18 day of November 2025, by and between the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, located at 15470 Flight Path Drive, Room #263, Brooksville, FL 34604 hereinafter referred to as the "COUNTY" and Miles Partnership, LLLP located at 6751 Professional Parkway, Suite 200, Sarasota, Florida 34240 hereinafter referred to as the "PROFESSIONAL".

PREMISES

WHEREAS, the COUNTY desires to retain the PROFESSIONAL to perform Marketing and Advertising Services for Florida's Adventure Coast Visitors Bureau for Hernando County; to be issued as project assignments under individual Task Orders;

WHEREAS, the COUNTY desires to employ the PROFESSIONAL for the performance of said services upon the terms and conditions hereinafter set forth, and the PROFESSIONAL is desirous of performing such services upon such terms and conditions; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 - DEFINITIONS

1.1 DEFINITIONS

"PROFESSIONAL" shall be defined herein to include all principals of the firm of Miles Partnership, LLLP, including full time employees, professionals or otherwise, and all servants, agents, employees and/or Sub-Consultants retained by the PROFESSIONAL to perform its obligations hereunder. Sub-consultants must be reviewed and approved by the County, in accordance with the specific Task Order, prior to Notice to Proceed.

"Task Order" shall be defined as a project assignment issued by a document approved and authorized by the County that sets forth the scope of services (described in Exhibit A and attached hereto) to be performed by the PROFESSIONAL at a fixed contract price in accordance with this contract.

SECTION 2 – GENERAL RESPONSIBILITIES OF THE PROFESSIONAL

2.1 ASSIGNMENT

This contract is for Marketing and Advertising Services for Florida's Adventure Coast Visitors Bureau for projects located in Hernando County. It is understood that the professional service projects awarded under this contract will be assigned by the issuance of a Task Order, provided that; (1) there is no conflict of interest relating to the project assignment either by the Account Manager or any principal of the PROFESSIONAL; (2) the PROFESSIONAL'S schedule and/or workload permits completion of the project in the time frame acceptable to the COUNTY and (3) the PROFESSIONAL'S cost proposal for completing the Task Order is within the budget available for the work. It is understood that the COUNTY may also elect to competitively select a Professional for a specific and/or specialized project.

2.2 PERSONNEL APPROVAL

The PROFESSIONAL will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this contract to ensure acceptable and timely completion of the Assignment.

Prior to the start of any work under this contract, the PROFESSIONAL must submit to the COUNTY for approval, a detailed resume of key personnel that will be involved in performing services described in the Task Order. If, at any time, the PROFESSIONAL desires to change the key personnel on an active assignment, it shall submit the qualifications of the new personnel to the COUNTY for prior approval. Key personnel shall include principals-in-charge, project managers, marketing coordinators, digital marketing managers, and digital marketing coordinators. The provisions of this section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.

2.3 OTHER CONSULTANTS

Certain and agreed upon sub-consultant services may constitute a specialized Task Order requiring the independent sub-consultant to work directly with the COUNTY.

The PROFESSIONAL acknowledges that the COUNTY has retained other consultants, vendors or other professional services, and the coordination between said consultants and the PROFESSIONAL may be necessary from time to time for the successful completion of the Task Orders. The PROFESSIONAL agrees to provide such coordination as necessary within the Scope of Services and Schedule contained in each authorized Task Order.

SECTION 3 – SCOPE OF SERVICES

The PROFESSIONAL shall diligently and in a professional and timely manner perform the work included in the Task Order. Unless modified in writing by the parties hereto, the duties of the PROFESSIONAL shall not be construed to exceed those services specifically set forth herein.

3.1 GENERAL

The PROFESSIONAL agrees to perform those services described in Exhibit A – Scope of Services which is attached hereto and made a part hereof. Services to be provided by the PROFESSIONAL shall be authorized in writing as Task Orders in accordance with Section 3.3 herein.

3.2 SPECIAL PROFESSIONALING SERVICE

The COUNTY and the PROFESSIONAL agree that there may be certain additional services required to be performed by the PROFESSIONAL during the performance of the Task Order that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 3.3 and shall be undertaken only under terms of formal amendments to this Contract.

3.3 TASK ORDER PROCEDURE

The County Administrator or his/her designee may authorize Task Orders for services under this Contract. Task Orders shall be prepared on the Task Order Form, or other similar form as approved by the County, which is attached hereto as Exhibit B and made a part hereof.

3.3.1 Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually.

3.3.2 The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.

3.3.3 Task Order information and supporting documentation shall be forwarded to the COUNTY'S Procurement Department for audit of accuracy, completeness, and compliance with this Contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a purchase order encumbering funds for the Task Order shall be issued.

3.3.4 Professional fees under each specified Task Orders shall be based on a written proposal from the PROFESSIONAL, as may be requested in writing by the COUNTY'S Designated Representative.

3.3.5 A single task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this contract.

SECTION 4— COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 The COUNTY shall perform the duties, described below, in a timely fashion at no cost to the PROFESSIONAL:

4.1.1 Furnish the PROFESSIONAL with existing data, records, maps, mock-ups, scripts, articles, reports, fiscal data and other information that is available in the COUNTY'S files, necessary or useful to the PROFESSIONAL for the performance of the Assignment. All of the documents provided by the COUNTY to the PROFESSIONAL remain the property of the COUNTY; PROFESSIONAL shall return such documents to the COUNTY upon completion of the Task Order for which the documents were provided.

4.1.2 Make COUNTY personnel available when required and as is necessary to assist the PROFESSIONAL. The availability and necessity of said personnel to assist the PROFESSIONAL shall be determined solely at the discretion of the COUNTY.

4.1.3 Examine all reports, submissions, drawings, estimates, proposals, and other documents presented by the PROFESSIONAL and render written decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the PROFESSIONAL.

4.1.4 Transmit instructions, relevant information and provide interpretation and definition of COUNTY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.

4.1.5 Give prompt written notice to the PROFESSIONAL whenever the COUNTY observes, or otherwise becomes aware of, any development that affects the scope or timing of the PROFESSIONAL's services or becomes aware of any defect or necessary changes in the work of the PROFESSIONAL.

SECTION 5 – COMPENSATION

5.1 GENERAL

Compensation to the PROFESSIONAL for services performed on each Task Order shall be in accordance with one of the following methods of compensation, as defined and indicated herein:

- 5.1.1 Lump Sum Method
- 5.1.2 Hourly Rate plus Direct Cost Method

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

5.2 LUMP SUM METHOD

- 5.2.1 Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, Sub-consultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work or other conditions stipulated in the Task Order, and the Task Order is modified and signed by both the COUNTY and PROFESSIONAL, which will have the effect of formally amending this Contract.
- 5.2.2 Payment to the PROFESSIONAL for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the PROFESSIONAL and accepted by the COUNTY.

5.3 HOURLY RATE PLUS DIRECT COST METHOD

In its performance of services under a Task Order, compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of Total Hourly Rate, by Position Title in "Exhibit C" and as agreed upon in "Exhibit B", plus direct costs budgeted for reimbursable costs.

5.3.1 DIRECT COSTS

Direct costs are sub-consultant costs and other direct and unit costs. Direct Sub-Consultant costs shall be defined as the actual compensation paid to Professional and technical Sub-Consultants of the PROFESSIONAL while such are engaged directly in the performance of the services under this Contract.

5.3.2. HOURLY RATE SCHEDULE

A schedule of approved hourly rates currently used by PROFESSIONAL, including its Sub-Consultants by classifications of personnel likely to be employed to perform services under this Contract is contained in "Exhibit B - Task Order Form" which is attached hereto and made a part hereof. Any revisions to the range of the hourly rates shall be negotiated with and approved by the COUNTY prior to being charged. Any changes to rates in subsequent years will be adjusted by the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage Earners & Clerical Workers not seasonally adjusted for the percent of change through the month of May of each calendar year. For example, the increase to go into effect on the renewal date of the Contract will be the percent change of increase in the CPI-U series between November 2025 and November 2028. The percent change will be effective on the renewal date.

5.3.3 OTHER DIRECT COSTS

Other Direct Costs include the actual costs for the PROFESSIONAL of project-related expenses that are required to complete the Task Order, as defined in the following paragraphs.

5.3.4 EQUIPMENT, MATERIALS AND SUPPLIES

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder, not included in the PROFESSIONAL'S standard hourly rates, such as: special report or presentation binders. Any equipment or material items purchased solely for the performance of the Task Order covered by this Contract which individually have a value in excess of \$100.00 shall be the property of the COUNTY and shall be given to the COUNTY at the termination of this Contract, if requested.

5.3.5 REPRODUCTIONS

This item includes the identifiable costs of copying, reproducing and printing of reports, submissions, drawings, estimates, proposals, sketches, drawings, photographs, correspondence and other documents.

5.3.6 COMMUNICATIONS AND SHIPPING

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

5.3.7 TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Task Order, not to exceed rates and limits as established by the section 112.061, Florida Statutes.

5.3.8 MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the PROFESSIONAL in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

5.3.9 COST LIMITATION

(1) The total of all Costs, to include costs described in 5.3.3 through 5.3.8, actually incurred by the PROFESSIONAL, as determined and defined in this Contract, for services performed under each authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 9.

(2) In the event that the PROFESSIONAL's estimated Costs for the performance of services under a Task Order are forecasted by the COUNTY or PROFESSIONAL to exceed the Cost Limitation indicated in the Task Order, the COUNTY and PROFESSIONAL shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the PROFESSIONAL or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.

(3) The COUNTY is not obligated to reimburse the PROFESSIONAL for costs incurred in excess of the Cost Limitation indicated for the Task Order and the PROFESSIONAL shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the PROFESSIONAL and which shall be paid solely by PROFESSIONAL. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the PROFESSIONAL shall continue to perform the required services. The PROFESSIONAL's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the COUNTY shall be at the PROFESSIONAL's risk and expense, unless mutually agreeable in writing by the PROFESSIONAL and the COUNTY.

5.3.10 TASK ORDER CONTRACT PRICE

(1) The total Task Order Contract Price for each Task Order consists of the sum of the Cost Limitation and the Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order unless the Contract is terminated in accordance with Section 9.

(2) In the event any action or combination of actions taken pursuant to Section 8, "Changes in Scope", of this Contract are estimated by the PROFESSIONAL, with the written concurrence of COUNTY, to cause material increase or decrease in the scope of services of any Task Order, an equitable adjustment to the Task Order Contract Price shall be made, as well as any necessary increase or decrease in the Task Order Contract Price. Any request by the PROFESSIONAL or by the COUNTY for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the PROFESSIONAL of the COUNTY'S notification of changed work unless the County grants more time to resolve such request.

5.3.11 PROGRESS PAYMENTS TO THE PROFESSIONAL

(1) For a Task Order performed under the Lump Sum Method of compensation, the PROFESSIONAL will prepare an invoice accompanied with a narrative statement from the PROFESSIONAL describing the work accomplished by the PROFESSIONAL during the period covered by the invoice.

(2) For a Task Order performed under the Hourly Rate Plus Direct Cost Method of compensation, the PROFESSIONAL shall submit at the end of each monthly period, an invoice of Hourly Costs, based on the Total Hourly Rates and hours performed per Position Title, incurred in such period plus an increment of the Direct Costs incurred in such period. All invoices shall be itemized in an invoice format acceptable to the COUNTY. All Costs included on the invoices shall be taken from the books of the accounts kept by the PROFESSIONAL and shall be supported by the PROFESSIONAL's monthly "Billing Cost Detail Report". The portion of the Hourly Rate plus Direct Costs earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the COUNTY'S Designated Representative.

5.4 INVOICE PROCESSING

Invoices received by the COUNTY will be processed for payment within thirty (30) days of receipt. PROFESSIONAL will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the COUNTY with an explanation of the deficiencies. The COUNTY will make an effort to resolve all questionable items contained in the PROFESSIONAL's invoices within thirty (30) days of receipt of the

invoices by the COUNTY. At the end of the thirty (30) day period, the COUNTY shall pay the PROFESSIONAL the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating Hernando County Department.

5.5 PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION

In the event that a Task Order or this Contract is terminated or canceled, or the PROFESSIONAL's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 9.

5.6. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF TASK ORDER

If instructed to do so by COUNTY, the PROFESSIONAL shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the COUNTY, the PROFESSIONAL may be entitled to additional compensation. The additional compensation shall be requested by the PROFESSIONAL on a revised fee quotation proposal which must be submitted to the COUNTY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Task Order by formal amendment to the Task Order or to this Contract.

SECTION 6 WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT

6.1 TASK ORDER ISSUED

Within fifteen (15) business days of receipt of a request for a Scope and Schedule, PROFESSIONAL shall submit to the COUNTY an initial response to same. PROFESSIONAL will prepare a computation of fees to be charged for the services based on the approved hourly rates. These documents will be submitted to the COUNTY for review and approval.

Failure to submit the documentation within the above time shall cause the request for Scope and Schedule to be withdrawn from that PROFESSIONAL and the Task Order will be assigned to the next PROFESSIONAL in the rotation.

6.2 WORK COMMENCEMENT

If approved by the County, the PROFESSIONAL shall commence work on each authorized Task Order within ten (10) days after receipt by the PROFESSIONAL of a written Notice-to-Proceed from the COUNTY'S Designated Representative. If the PROFESSIONAL fails to commence work within the ten (10) day period, then the COUNTY shall have the right to seek other firms for the Task Order, unless the delay is due to no fault of the PROFESSIONAL. The effective date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

6.3 IMPLEMENTATION SCHEDULE

The PROFESSIONAL and the COUNTY agree to make every effort to adhere to the schedule established for the various Task Orders described in the Contract.

It shall be the PROFESSIONAL'S responsibility to keep the schedule updated, request extensions when appropriate, and provide reasons for any extension(s). In the event the work of the PROFESSIONAL is delayed due to no fault of the PROFESSIONAL, which delays the completion of any Task Order, the County may approve the extension and the PROFESSIONAL may be entitled to an appropriate extension

of the contract time for the specific Task Order. The County shall not be required to approve any time extension requests.

6.4 FAILURE TO PERFORM

A performance evaluation may be performed by the County upon completion of the project.

Should the PROFESSIONAL fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Contract in a timely and diligent manner, the COUNTY may not consider the PROFESSIONAL for the next Task Order in the rotation, consider such failure as justifiable cause to terminate this Contract or may impact future assignments. As an alternative, the COUNTY at its option, may, upon written notice to the PROFESSIONAL, withhold any or all payments due and owing to the PROFESSIONAL, not to exceed the amount of the compensation for the work in dispute, until such time as the PROFESSIONAL resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Contract, or any change orders or supplemental task authorizations issued thereto.

6.5 EXPIRATION

This Contract shall expire three (3) years after the date of execution of this Contract. This Contract may be extended for two (2) additional one (1) year periods; not to exceed five (5) years maximum, upon written mutual consent of the COUNTY and the PROFESSIONAL.

SECTION 7 COUNTY'S DESIGNATED REPRESENTATIVE

7.1 GENERAL

The County Designated Representative is the County Administrator or his/her designee (see section 7.2 below) and shall represent the COUNTY in all matters pertaining to and arising from the work and performance of this Contract. The County Designated Representative shall have the following responsibilities:

7.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the PROFESSIONAL and rendering, in writing, decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the PROFESSIONAL.

7.1.2 Transmission of instructions, receipt of information and interpretation and definition of COUNTY policies and decisions regarding to design, materials and other matters pertinent to the work covered by this Contract.

7.1.3 Giving prompt written notice to the PROFESSIONAL whenever the COUNTY observes, or otherwise becomes aware of, any defects or necessary changes in the project.

7.1.4. Following the PROFESSIONAL's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.

7.2 DESIGNEE

The County Administrator's designee under a contract resulting from RFP No. 25-RFP00983/CT for Marketing and Advertising Services for Florida's Adventure Coast Visitors Bureau shall be the Chief Procurement Officer or designee.

SECTION 8 CHANGES IN SCOPE

The COUNTY or the PROFESSIONAL may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the PROFESSIONAL'S compensation for any Task Order pursuant to Section 5 – Compensation, which are mutually agreed upon by and between the COUNTY and the PROFESSIONAL, shall be incorporated by written formal amendment.

SECTION 9 TERMINATION OF CONTRACT

9.1 TERMINATION BY COUNTY FOR CAUSE

The COUNTY may terminate this Contract for any one or more of the following reasons:

- 9.1.1 If adequate progress on any phase of the assignment is not being made by the PROFESSIONAL as a direct result of the PROFESSIONAL's failure to perform.
- 9.1.2 The quality of the services performed by the PROFESSIONAL is not in conformance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the services involved are considered by the COUNTY to be essential to the proper completion of any Task Order.
- 9.1.3 The PROFESSIONAL or any employee or agent of the PROFESSIONAL is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the PROFESSIONAL.
- 9.1.4 The PROFESSIONAL becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.
- 9.1.5 The PROFESSIONAL violates the Standards of Conduct provisions of Section 14 herein.
- 9.1.6 In the event of any of the causes described in Section 9.1, the COUNTY'S Designated Representative may send a certified letter to the PROFESSIONAL requesting that the PROFESSIONAL show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the COUNTY within fifteen (15) days of the receipt by the PROFESSIONAL of said show cause notice, the COUNTY may consider the PROFESSIONAL to be in default and may immediately terminate this Contract.

9.2 TERMINATION BY PROFESSIONAL FOR CAUSE

The PROFESSIONAL may cancel this Contract for the following reasons:

- 9.2.1 The COUNTY fails to meet its obligations and responsibilities as contained in Section 4 – COUNTY'S Rights and Responsibilities.
- 9.2.2 The COUNTY fails to pay the PROFESSIONAL in accordance with Section 5 – Compensation.

9.2.3 In the event of either of the causes described in Section 9.2, the PROFESSIONAL may send a certified letter requesting that the COUNTY show cause why the Contract should not be terminated. If adequate assurances are not given to the PROFESSIONAL within fifteen (15) days of the receipt by the COUNTY of said show cause notice, then the PROFESSIONAL may consider the COUNTY to be in default and may immediately terminate this Contract.

9.3 TERMINATION BY COUNTY WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the COUNTY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Task Order without cause, provided that ten (10) days prior written notice is given to the PROFESSIONAL of the COUNTY'S intent to terminate. In the event that a Task Order is terminated, the COUNTY shall identify the specific Task Order(s) being terminated and the specific Task Order to be continued to completion pursuant to the provisions of this Contract. Termination of any Task Order will not affect separate Task Orders, and such separate Task Orders shall remain in full force and effect.

9.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Task Order is terminated without cause prior to final completion, payment for unpaid portion of the services provided by the PROFESSIONAL to the date of termination and any additional services thereafter will be determined by negotiation between the COUNTY and the PROFESSIONAL. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the COUNTY may adjust any payment to take into account any additional costs to be incurred by the COUNTY due to such default.

9.5 ACTION FOLLOWING TERMINATION

9.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

9.5.2 In the case of the COUNTY terminating the PROFESSIONAL, the PROFESSIONAL shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the COUNTY all reports, drawings, data, records, maps, mock-ups, scripts, articles, reports, fiscal data, and other data and documents that have been obtained or prepared by the PROFESSIONAL in performing the services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the COUNTY.

9.6 SUSPENSION

9.6.1 The performance of the PROFESSIONAL's service under any provision of this Contract may be suspended by the COUNTY at any time. In the event the COUNTY suspends the performance of the PROFESSIONAL's services hereunder, the COUNTY shall so notify the PROFESSIONAL in writing, such suspension becoming effective upon the date of its receipt by the PROFESSIONAL, and COUNTY shall promptly pay to the PROFESSIONAL all fees which have become due and payable to the PROFESSIONAL to the effective date of such suspension. The COUNTY shall thereafter have no further obligation for payment to the PROFESSIONAL for the suspended services unless and until the COUNTY notifies the PROFESSIONAL that the services of the PROFESSIONAL called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that the PROFESSIONAL's services hereunder are to be resumed, the PROFESSIONAL shall complete the services called for in this Contract and the PROFESSIONAL shall, in that event, be entitled to payment of the remaining unpaid

compensation which becomes payable to the PROFESSIONAL under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the PROFESSIONAL under this Contract unless and until the PROFESSIONAL has attained that state of work where the same would be due and payable to the PROFESSIONAL under the provisions of this Contract.

9.6.2 If the aggregate time of the COUNTY'S suspension(s) of the PROFESSIONAL's services under any Task Order of this Contract exceeds sixty (60) days, then the PROFESSIONAL and the COUNTY shall, upon request of the PROFESSIONAL, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the PROFESSIONAL hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the PROFESSIONAL for the balance of the services to be performed hereunder. No increase in compensation to the PROFESSIONAL shall be allowed unless it is based upon clear and convincing evidence of an increase in the PROFESSIONAL's costs attributable to the aforesaid suspension(s).

SECTION 10 CLAIMS AND DISPUTES/REMEDIES

10.1 CLAIMS AND DISPUTES

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 10.2 herein.

10.2 REMEDIES

Except as provided in Section 10.1 herein, all claims, disputes and/or matters in question between the COUNTY and the PROFESSIONAL arising out of or relating to this Contract, or the breach of it will be decided by mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting.

SECTION 11 INDEMNITY AND INSURANCE

11.1 GENERAL

To the fullest extent permitted by Florida law, the PROFESSIONAL covenants, and agrees that it will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the PROFESSIONAL and other persons employed or utilized by the PROFESSIONAL in the performance of the contract.

11.2 INSURANCE

The PROFESSIONAL will possess or obtain and continuously maintain the following insurance coverage, from a company authorized to do business in the State of Florida, and will provide Certificates of Insurance to the COUNTY, evidencing such insurance, within fifteen (15) days following the PROFESSIONAL's receipt of Notice to Proceed on the Task Order from the COUNTY.

The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the COUNTY.

The specific requirements of this Contract have been detailed in RFP No. 25-RFP00983/CT for Marketing and Advertising Services for Florida's Adventure Coast Visitors Bureau. The specific requirements of the RFP must be met to be compliant with this Contract and may include the following:

11.2.1 Worker's Compensation

The PROFESSIONAL will provide worker's compensation for all employees at the site location, and in case any work is sub-contracted, will require the Sub-Contractor to provide worker's compensation for all of its employees. The limits will be statutory for worker's compensation and \$500,000 for employers' liability.

11.2.2 Comprehensive General Liability

The PROFESSIONAL will provide coverage for all operations including, but not limited to, contractual, products and completed operations and personal injury. The limits will be not less than \$2,000,000 combined single limit (CSL) or its equivalent.

11.2.3 Comprehensive Automobile Liability

The PROFESSIONAL will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.

11.2.4 Professional Liability Insurance

Annual professional liability insurance will be maintained with coverage in an amount of not less than \$1,000,000 that protects the PROFESSIONAL to the statutory limits applicable to professional liability.

Said professional liability Insurance shall provide for all sums which the PROFESSIONAL shall be obligated to pay as damages for claims arising out of service performed by the PROFESSIONAL, or any person or Sub-Contractor employed by the PROFESSIONAL, in conjunction with this Contract. This insurance shall also be maintained for the duration of the Contract.

11.2.5 Certificates of Insurance

The PROFESSIONAL shall furnish all certificates of insurance forwarded directly to the following:

Hernando County Procurement Department
15470 Flight Path Drive
Brooksville, FL 34604

with information copied to the County Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the PROFESSIONAL has obtained insurance of the type, amount and classification required by these provisions.

SECTION 12 NEGOTIATION DATA

12.1 The PROFESSIONAL hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the PROFESSIONAL's compensation under this Contract may be adjusted to exclude any significant sums where the COUNTY determines the PROFESSIONAL's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the COUNTY during the period of this Contract and for five (5) years after final payment is made. Copies of these documents and records shall be furnished upon request to the COUNTY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the COUNTY.

SECTION 13 OWNER OF DOCUMENTS

13.1 It is understood and agreed that all documents, including detailed reports, original drawings, data, records, maps, mock-ups, scripts, articles, reports, fiscal data, and all other data other than working papers, prepared or obtained by the PROFESSIONAL in connection with its services hereunder, shall be delivered to, or shall become the property of the COUNTY prior to final payment to the PROFESSIONAL. The PROFESSIONAL shall retain reproducible copies of all documents for its files at direct reimbursable cost. All Documents including drawings, artwork, creative assets, and digital files prepared by the PROFESSIONAL pursuant to this Contract are instruments of service related to the services described in the Task Order.

Any reuse without written verification or adaptation by the PROFESSIONAL for the specific purpose intended will be at COUNTY'S sole risk and without liability or legal exposure to the PROFESSIONAL; and the COUNTY shall indemnify to the maximum extent permitted by law and hold harmless the PROFESSIONAL from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the PROFESSIONAL will entitle the PROFESSIONAL to further compensation at rates to be agreed upon by the COUNTY and the PROFESSIONAL.

Any documents given to or prepared or assembled by the PROFESSIONAL and its sub-contractors under this Contract shall be kept solely as property of the COUNTY and shall not be made available to any individuals or organizations without the prior written approval of the COUNTY.

The PROFESSIONAL may maintain copies of all work performed under this Contract for the COUNTY.

SECTION 14 STANDARDS OF CONDUCT

14.1 PROFESSIONAL EMPLOYEES

The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Contract and that the PROFESSIONAL has not paid or agreed to pay any person, company, corporation, individual or firm other

than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

14.2 PROFESSIONAL COMPLIANCE WITH LAWS

The PROFESSIONAL shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

14.3 CONFLICT OF INTEREST

The PROFESSIONAL hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the PROFESSIONAL, or any interest in property which the PROFESSIONAL may have. The PROFESSIONAL further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the COUNTY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Section 9.1.

14.4 REMOVAL OF EMPLOYEE

The COUNTY is hereby authorized to require the PROFESSIONAL to remove any employee or representative of the PROFESSIONAL from working on this Task Order which the COUNTY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The COUNTY shall notify the PROFESSIONAL in writing of the COUNTY'S objections prior to the PROFESSIONAL's removal of any employee or representative.

14.5 PUBLICATION

The PROFESSIONAL shall not publish any documents or release information to the media without prior approval of the COUNTY.

SECTION 15 ACCESS TO RECORDS/AUDIT

15.1 RECORDS MAINTENANCE

The PROFESSIONAL shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The PROFESSIONAL shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The COUNTY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of PROFESSIONAL's books, records, documents, time records and cost accounts and other evidence shall be at the COUNTY'S expense.

15.2 ACCESS TO RECORDS

The PROFESSIONAL shall maintain and allow access to the records required under Section 15 for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 9 herein.

SECTION 16 CODES AND DESIGN STANDARDS

16.1 Section 16 is not applicable to this Contract.

SECTION 17 ASSIGNABILITY

17.1 The PROFESSIONAL shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the COUNTY, provided that claims for the money due or to become due the PROFESSIONAL from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without such COUNTY approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

SECTION 18 CONTROLLING LAWS

18.1 The parties agree that the laws of the State of Florida shall govern any dispute arising out of or related to this Contract. Venue for any dispute, claim or action arising out of, or related to, this Contract shall be in the Circuit Court of the Fifth Judicial Circuit in and for Hernando County, Florida. The parties to this Contract agree that venue shall lie only in the state courts located in Hernando County, Florida. Any legal proceeding brought in connection with disputes relating to or arising out of this Contract will be filed and heard in Hernando County, Florida, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient. Litigation in federal court is precluded by Contract of the parties hereto. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world.

SECTION 19 FORCE MAJEURE

19.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostile revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 20 EXTENT OF CONTRACT

20.1 This Contract, together with the Request for Proposals No. 25-RFP00983/CT for Marketing and Advertising Services for Florida's Adventure Coast Visitors Bureau issued May 14, 2025, the proposal submitted June 30, 2025, and the Exhibits hereinafter identified and listed in this section, constitute the entire Contract between the COUNTY and the PROFESSIONAL and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented, or modified by a formal amendment or change order to this Contract.

The Exhibits supplemental to and made a part of this Contract are as follows:

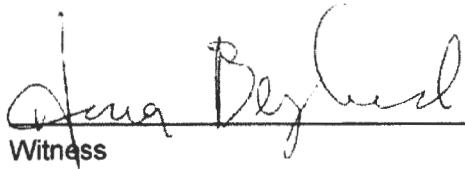
- Exhibit A: Scope of Services
- Exhibit B: Task Order Form
- Exhibit C: Hourly Rate Schedule
- Exhibit D: Truth in Negotiation Form

Exhibit E: Insurance Certificate

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the COUNTY and the PROFESSIONAL have executed this Contract to become effective on the day and year first written above.

PROFESSIONAL: Miles Partnership, LLLP


Witness


Print Name: Randi Rogers
Title: Miles Partnership II, LLC, its General Partner

COUNTY:
Hernando County Board of County
Commissioners


Attest

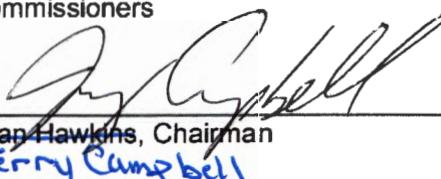
Brian Hawkins, Chairman
Jerry Campbell


EXHIBIT "A"

SCOPE OF SERVICES

1. Introduction

The PROFESSIONAL will support Florida's Adventure Coast's brand campaigns and marketing initiatives by providing strategic insights, media planning, creative development, production services, and media buying as well as collateral planning and design services. Additionally, the County may desire public relations assistance.

2. Performance Objectives

Florida's Adventure Coast Visitors Bureau requires unique, innovative concepts, and strategies that will produce quantifiable results. The PROFESSIONAL will work with Florida's Adventure Coast Visitors Bureau staff to suggest strategies to build upon the current brand, develop and execute strategic, data-driven marketing campaigns and maximize social media, while allowing for the broadest possible exposure. Such strategies may include maximizing the usage of cooperative advertising as well as identifying promotional and earned media opportunities.

3. Scope of Work

The PROFESSIONAL shall provide best-in-class advertising and marketing services, including, but not limited to the following services. Such professional services may be required for various projects to be issued in separate Task Orders, including, but not limited to the following services:

- Using destination market research, coordinate with Florida's Adventure Coast Visitors Bureau staff to develop a strategic and actionable brand strategy and annual marketing program that drives visitation and increases brand awareness in key markets and with target audiences, including niche audiences.
- Utilize the creative brand campaign, develop and execute an annual media plan for the destination, including strategies and recommendations for paid, earned, owned, shared and social media.
- Collaborate with Florida's Adventure Coast Visitors Bureau staff and partners to implement the annual media plan.
- Provide graphic design and production services for creative assets to support the media plan, including native advertising, social, digital, display, television, radio, and any other medium that may arise.
- Deliver copywriting services as necessary.
- Assist with securing earned media coverage.
- Offer PR Listening Services.
- Offer Search Engine Marketing.
- Social Media Integration of paid and organic content, collaborating with Florida's Adventure Coast Visitors Bureau staff across various social platforms.
 - Prepare overall plan and strategy for optimizing digital content to ensure maximum performance and visibility for all digital components (website content and images, advertising, social media and other digital components in the organization's marketing mix)
 - The overall plan and strategy goals are to ensure consistent use of keywords, tags, schema markup and other optimization tools as required to ensure a consistent voice in all marketing and advertising communications
 - Coordinate with County's website SEO vendor.
- Design and produce promotional materials and collateral, including a new Visitor Guide and map, with print and digital versions.
- Collaborate with other agencies and teams to achieve strategic goals, including at minimum, monthly planning meetings with each individual agency and appropriate staff.
- Demonstrate willingness to work with local photographers, videographers and volunteer talent. Projects may require after-hours or weekend work.

- Present account updates and strategic presentations during Tourist Development Council Meetings (Initial presentation of plan, plus one annual update). Attend in person.
- Assist with crisis management as needed (e.g., hurricane response) to include but not be limited to Public Relations, social media and/or specialized campaigns.
- Annually set KPI's. Report progress to Florida's Adventure Coast Visitors Bureau staff and to Tourist Development Council in a full report including highlights and insights as requested.
- Draft Tourism Marketing Award submissions
- Maintain Z-DOS certification or become certified within 30 days of contract execution.
- Observe market research and data from campaigns to provide insights and recommendations.
- Report monthly KPI measurements, monthly digital analytics, and media/campaign return on investment (ROI). Include website tracking/reporting and mobile tracking and reporting.
- Provide monthly invoicing, reporting and insights.
 - Obtain written authorization, in the form of a written task order, for all work in advance of performing the work.
- Annual updates to the Tourist Development Council (TDC).
- The PROFESSIONAL will be responsible for purchasing media on behalf of the County as part of the agreed-upon marketing or advertising strategy and fully executed Task Order(s) pursuant to the agreement. All media purchases must be pre-approved by the County in writing. Following the purchase and performance, the PROFESSIONAL will provide detailed documentation, including invoices, proof of performance, and proof of payment, for each media buy. Upon receipt and verification of this documentation, the County will reimburse the PROFESSIONAL for the full cost of the approved media purchases.

4. Annual Goals for the PROFESSIONAL

- **Provide: Brand Strategy and Account Management, Content Development and Marketing, Creative Development and Production, Reporting and Analytics, Media Planning and Buying, and Paid Media Placements.**
- **Marketing Campaign Development:** Develop a research-driven annual marketing campaign targeting key markets, including niche markets, informed by primary destination research. The campaign should target our "best guest" while strategically driving visitation to Florida's Adventure Coast and increasing brand awareness through engaging and impactful marketing and advertising initiatives.
- **Integrated Media Planning and Execution:** Utilize the creative brand campaign to develop and execute a comprehensive annual media plan that effectively reaches Florida's Adventure Coast's target audiences across various platforms. This should include strategic placements, ad formats, and messaging tailored to each channel for maximum impact and ROI.
- **Data-Driven Performance Measurement:** Develop and Implement KPI measurement strategies to track the effectiveness of advertising campaigns and initiatives. Provide monthly digital analytics reports and media/campaign ROI analysis to assess performance, optimize strategies, and ensure alignment with Florida's Adventure Coast Visitors Bureau's objectives. Implement website and mobile tracking/reporting mechanisms to monitor visitor behavior and inform ongoing content curation, design, and optimization efforts.
- **Future Goals:** The selected agency will be expected to play a role in the development of campaigns and creative executions that support Florida's Adventure Coast's initiatives, including continuing to grow brand awareness and visitation, while executing our strategic plan. Additional goals include redirecting visitors to alternative paddling adventures, other than the Weeki Wachee River, while encouraging Partners to promote sustainability practices. The Visitor's Bureau is also planning for more Familiarization or FAM Trips and working with Influencers to promote the destination, as well as increasing Partner engagement and co-op marketing opportunities for Partners.

1. Additional goals are to increase the marketing and publicity of the award-winning Mermaid Tale Trail. The Mermaid Tale Trail is supported by a digital passport

program allowing users to check in at each mermaid statute and earn points for prizes.

2. Additional themed trails are planned for our digital passport program, including the "Kegs, Casks and Corks Tour" highlighting our local breweries, wineries, and distillery.
3. Additional priorities include sustainability and good stewardship of our natural resources. The County will continue efforts to educate both residents and visitors, as well as local business owners.

- **Public Relations Assistance:** Understand costs around PR services, including PR listening services to help identify media coverage of the destination. Additionally, there may be an opportunity for the PROFESSIONAL to pitch stories to the media and assist with increasing earned media for the County.

5. Operational Requirements

Operational requirements include:

- The PROFESSIONAL shall be consistently available and in-market on a regular basis.
- The PROFESSIONAL shall assign a permanent team that will take ownership of the Hernando County Tourism/Florida's Adventure Coast Visitors Bureau account. The PROFESSIONAL must assign one account manager to this account. Frequently changing or ad hoc assignment of personnel will not be accepted and can be considered grounds for contract termination.
- All media and outside purchases will be at net cost with no markup. Fees and commissions, if any, shall be paid to the County or credited against agency billings.
- Written Task Orders must be submitted for each billable job and then fully executed, by PROFESSIONAL, department and Chief Procurement Officer or designee, prior to performance of any work or services. Task Order or estimate must accompany billing. If changes are necessary because of a request by Hernando County Tourism Department/Florida's Adventure Coast Visitors Bureau Staff, TDC or for other reasons, new or revised estimates must be provided and signed prior to any performance of services.
- Billing per job must include proof of agency payment for outside expenses, copies of all out-of-pocket expenses incurred, signed estimate and affidavit indicating total number of agency hours incurred.
- The Hernando County Tourism Department/Florida's Adventure Coast Visitors Bureau retains ownership and all rights of use (including by assigns) of all marketing and advertising materials generated by the agency(s) and paid for by the County for use in its campaigns.
- The Hernando County Tourism Department/Florida's Adventure Coast Visitors Bureau maintains the right to use any agency-generated materials as it deems necessary and may do so without consent or approval.
- Hernando County Tourism Department/Florida's Adventure Coast Visitors Bureau shall have final review and approval of all work concepts, created and or produced for the account by the agency.
- Hernando County Tourism Department/Florida's Adventure Coast Visitors Bureau requires universal releases for materials unless mutually agreed cost considerations become prohibitive, such as model releases, music, photography, etc. Any restrictions on contracted materials such as photography, talent, models, etc. are to be provided to the Hernando County Tourism Department/Florida's Adventure Coast Visitors Bureau in advance with implications stated. In general, buyouts should be incorporated into the initial production costs.
- Hernando County Tourism Department/Florida's Adventure Coast Visitors Bureau retains the right to hire/contract/work with other advertising, marketing, promotion or technology agencies/vendors including freelance creative suppliers as deemed appropriate to achieve County needs.
- Hernando County Tourism Department/Florida's Adventure Coast Visitors Bureau must be advised of all current and new Central Florida business solicitations by the selected agency so

the Hernando County Tourism Department/Florida's Adventure Coast Visitors Bureau can determine if these present a potential conflict of interest.

- Hernando County Tourism Department/Florida's Adventure Coast Visitors Bureau must abide by state regulations that prohibit public entities from making advance payment of goods and services.

Account Manager or Account Executive

Will serve as the primary liaison between the PROFESSIONAL and Visitors Bureau staff, overseeing project timelines, budgets, and deliverables while coordinating with internal teams such as creative, strategy, and production to ensure the campaigns and deliverables align with goals and objectives. The Account Manager should have a minimum of five (5) years' experience, with three (3) years' experience working with clients in the Tourism sector, preferably with Destination Marketing Organizations (DMOs).

Marketing Coordinator or Assistant

Supports the planning, execution, and monitoring of marketing campaigns and initiatives. Assists in research, content creation, and the organization of promotional activities, ensuring projects are completed on time and within budget. Acts as a central hub for communication and logistics, ensuring smooth workflow and alignment with client and company goals.

Digital Marketing Manager or Specialist

Responsible for developing, implementing, and managing online marketing strategies to drive brand awareness, engagement, and conversions. Will oversee campaigns across various digital channels such as social media, email, search engines, and display advertising. Analyze performance metrics, optimize campaigns for better return on investment, and stay updated on industry trends to ensure innovative and effective strategies. Should have experience in tourism campaigns.

Digital Marketing Coordinator or Assistant

Supports the execution and management of digital marketing campaigns across various online platforms, including scheduling and publishing content, monitoring campaign performance, conducting market research, ensuring smooth workflow and alignment with client and company goals.

Pay-Per-Click Specialist

Responsible for managing and optimizing paid digital advertising campaigns to drive traffic, generate leads, and maximize return on investment (ROI). Creates and manage campaigns targeting specific audiences, including conducting keyword research to identify high-performing and relevant search terms, writing compelling ad copy and selecting creative assets to engage audiences, the set-up, monitoring, and optimizing ad campaigns to improve click-through rates (CTR), quality scores, and conversion rates, analyzing campaign performance and reporting on Key Performance Indicators (KPI) such as impressions, clicks, and cost-per-acquisition (CPA). Should have experience in tourism campaigns.

Media Buyer

Responsible for planning, negotiating, and purchasing advertising space across various media platforms to maximize campaign effectiveness and meet client objectives. Includes research, planning, negotiations, campaign management and optimization, and performance reporting.

Media Coordinator

Responsible for supporting the execution, monitoring, and optimization of media campaigns across various platforms. They serve as a key link between media planners, buyers, and creative teams to ensure campaigns are delivered effectively on time, and within budget. Oversees scheduling and traffic, performance monitoring, reporting and administrative support.

Social Media Specialist

Focuses on creating, managing, and optimizing content across social media platforms to enhance brand presence and engagement. Develops and executes social media strategies, creates compelling posts,

monitors trends, and interacts with audiences to foster community growth. Tracks performance metrics, analyzes data, and adjusts campaigns to maximize reach and effectiveness. PLEASE NOTE: Florida's Adventure Coast Visitors Bureau staff handle daily posts to existing social channels. This position would provide a formal review of our current channels and strategy, recommendations to increase performance and engagement, and management of paid social campaigns. Should have experience in tourism campaigns.

Creative Director

Oversees the creative vision and direction of campaigns, ensuring they align with the client's brand, goals, and target audience. Leads the creative team, including copywriters, designers, and art directors, to develop innovative concepts and delivering high-quality work. Responsible for reviewing and refining ideas, maintaining brand consistency, and ensuring the creative output meets client's standards and goals. Should have experience in tourism campaigns.

Branding Consultant

Works with businesses to develop and refine their brand identity and strategic direction to achieve long-term growth and market positioning. Their role involves analyzing market trends, understanding target audiences, and evaluating competitors to craft a distinctive and compelling brand strategy. They guide clients on defining their brand voice, messaging, and visual identity, ensuring consistency across all touchpoints. Should have experience in tourism campaigns.

Graphic Designer

Responsible for creating visual content that communicates ideas and messages effectively to support marketing campaigns and brand initiatives. Designs materials such as advertisements, social media graphics, brochures, websites, logos, packaging, and other visual assets. Collaborate with creative directors, copywriters, and account managers to ensure their designs align with the client's brand identity and the campaign's objectives.

Copywriter

Responsible for creating compelling, persuasive, and engaging written content for a variety of marketing materials. This includes advertisements, social media posts, website copy, email campaigns, taglines, scripts, and more. Their primary goal is to craft messaging that resonates with the target audience and drives action, whether it's increasing brand awareness, generating leads, or boosting sales. Must balance creativity with brand consistency while adapting their writing style to suit different platforms and audiences.

Public Relations Specialist (as-needed)

Responsible for communications with the public, reporters, other media specialists, and other stakeholders. Primarily serving to generate earned media but may occasionally provide communications during incidents or unforeseen events.

Videographer

A videographer's role is to capture high-quality video content in a variety of environments, for various purposes, including events, marketing, and storytelling. They are skilled in working with creative teams and clients to plan and execute video shoots.

Video Editor

A video editor's responsibilities include assembling raw footage, color correction, grading, cutting and trimming videos and adding visual effects and music, ensuring the final product meets the desired vision. They collaborate with directors and producers to achieve a cohesive and polished result, using software like Adobe Premiere Pro or Final Cut Pro or equivalents.

Subcontractor Services

In the event PROFESSIONAL intends to utilize sub-contractor(s) for the performance of any portion of the Services the following section shall apply:

- Sub-contractors' and their costs shall be approved in advance by County Designated Representative
- Sub-contractors' costs shall include labor, materials (if any), and the percent of markup for sub-contractors as reflected on the Pricing Proposal
 - The County will reimburse the PROFESSIONAL for those subcontractor's costs at cost of sub-contractors' total invoiced amount plus markup as reflected on the Pricing Proposal.
- Markups are not to exceed fifteen (15) percent of the sub-contractors' total invoiced amount
- Hernando County may at its discretion require sub-contractor invoices to verify amounts and quantities.

PROFESSIONAL must pay any of its sub-contractor(s) who have submitted verified invoices for work already performed within ten (10) calendar days of being paid by Hernando County. Any exception to this prompt payment provision will only be for good cause with prior written approval of Hernando County. Failure of PROFESSIONAL to pay any of its sub-contractor(s) accordingly will be a material breach of the Agreement.

PROFESSIONAL will be solely responsible for the quality of all Services performed by PROFESSIONAL, its employees and/or its sub-contractors under the Agreement.

PROFESSIONAL will not assign, subcontract, sublease, or license the Agreement without the prior written consent of Hernando County. Such consent may be withheld at the sole discretion of Hernando County. If assignment, subcontract, sublease, or license is approved, PROFESSIONAL will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of the awarded Contract.

Exhibit "B"
Task Order Form

PROJECT NAME: 2010 Board Approved 1/1 TASK ORDER NO.

SUB-TOTAL HOURLY COSTS \$ _____

Out-of-Pocket Expenses (actual cost - not to exceed)^

Miscellaneous Expenses (Subconsultant) \$ _____

NOT TO EXCEED TOTAL LUMP SUM COST \$ _____

Firm Name: _____	HERNANDO COUNTY		
Signature: _____	Department Name _____	Authorized Signature _____	Procurement _____
(Printed Name and Title) _____	(Date) _____	(Printed Name and Title) _____	(Date) _____
Date: _____			

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL TO THE PROCUREMENT DEPARTMENT. FIELDS IN RED SHOULD BE COMPLETED BY THE DEPARTMENT PRIOR TO SUBMITTING TO PROCUREMENT.

Exhibit "C"
Rate Schedule

At no time will the County permit markups for media purchases or placements.

Line Item	Position Title	Total Hourly Rate
1	Account Manager or Account Executive	\$130.00
2	Marketing Coordinator or Assistant	\$130.00
3	Digital Marketing Manager or Specialist	\$130.00
4	Digital Marketing Coordinator or Assistant	\$130.00
5	PPC Specialist	\$130.00
6	Media Buyer	\$130.00
7	Media Coordinator	\$130.00
8	Social Media Specialist	\$130.00
9	Creative Director	\$130.00
10	Branding Consultant	\$130.00
11	Graphic Designer	\$130.00
12	Copywriter	\$130.00
13	Public Relations Specialist (as-needed)	\$130.00
14	Videographer	\$130.00
15	Video Editor	\$130.00
16	Paid Media Placements (Media purchases will be billed as pass-throughs for direct cost, with no markup, for advertising placements to various media outlets. Proof of media ad price shall be submitted with invoice.)	\$500,000.00 (estimated in year one)

Exhibit "D"
Truth in Negotiation Form

Per FS 287.055 (5) (a): For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in 287.017 Category Four.

The Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to the date of final billing or acceptance of the work by the Department, whichever is later.

Miles Partnership, LLLP

Name of Firm

Authorized Signature

November 12, 2025

Date

Randi Rogers for Miles Partnership II, LLC, its General Partner

Title

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Esther Garcia	
	PHONE (A/C, No, Ext): 786-454-2015	FAX (A/C, No):
E-MAIL ADDRESS: Esther.Garcia@usi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: American Guarantee & Liability Ins Co.		26247
INSURER C: Continental Casualty Company		20443
INSURER D: Markel American Insurance Company		28932
INSURER E: Steadfast Insurance Company		26387
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR WWD	SUBR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	CPO015627907	04/09/2025	04/09/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	CPO015627907	04/09/2025	04/09/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		X	AUC015628007	04/09/2025	04/09/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X	WC342839206	01/01/2025	01/01/2026	X PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Crime			5096506703	10/18/2025	10/18/2026	\$1,000,000 Ded \$10,000
D	Mgmt Liab			MKLM2MML001200	10/18/2025	10/18/2026	\$3,000,000 Ded \$0-25K
E	Prof Liab -			EOC024618907	04/09/2025	04/09/2026	\$5,000,000 Ded \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Miles Partnership LLLP, Miles Partnership II LLC, Coraggio Group LLC, Adgenuity, LLC, Tourism

Exchange USA, LLC and Black Diamond USA, LLC

Professional/Technology/Media Errors & Omission Liability coverage is written on a claims-made basis

Cyber Liability included under Professional Liability

D&O Limit \$3,000,000 / EPL Limit \$3,000,000 / Fiduciary Limit \$3,000,000 Deductible \$0-\$25,000

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Hernando County Board of
County Commissioners
15470 Flight Path Drive
Brooksville, FL 34604

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from Page 1)

The General Liability includes an automatic Additional Insured endorsement that provides Additional insured only when there is a written contract/agreement that requires such status, and only with regard to work performed on behalf of the named insured

RE: RFP No. 25-RFP00983/CT for Marketing and Advertising Services for Floridas Adventure Coast Visitors Bureau

Waiver of Subrogation is in favor of the certificate holder

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the “Governmental Entity”).

1. My name is Randi Rogers and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with Miles Partnership, LLLP, a non-governmental entity (the “Nongovernmental Entity”). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. This declaration is made pursuant to Fla. Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Randi Rogers, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Miles Partnership, LLLP

Name of Nongovernmental Entity

Randi Rogers

Printed Name of Affiant

Randi Rogers for Miles Partnership II, LLC, Chief Operating Officer

Title of Affiant

Signature of Affiant

November 12, 2025

Date