

EXECUTIVE SUMMARY

Recommend approval of Change Order # 1 to Contract # 10-5541 with Paradise Advertising and Marketing, Inc. for up to \$1 million in additional media and production billing at gross in accordance with their agreement with Collier County.

OBJECTIVE: Recommend approval of Change Order # 1 for additional expenditures of up to \$1,000,000 with Paradise Advertising and Marketing, Inc. above the agreed \$2,000,000 level at gross rate.

CONSIDERATIONS: The current agreement approved by the Board of County Commissioners (BCC) on March 22, 2011 with Paradise Advertising and Marketing, Inc. (attached) indicates a monthly service fee in the amount of \$25,000 (\$300,000 annually) for FY 12. This service fee is in lieu of the standard advertising agency commission of 15% on all media and production costs for regular and emergency advertising up to an aggregate of \$2,000,000 annually for FY 12. The agreement further stipulates that media or production billing for regular and emergency advertising over an aggregate of \$2 million annually will be added by change order and is to be billed by Paradise Advertising and Marketing, Inc. at gross, reflecting a standard advertising agency commission of 15%.

In December, 2010, the BCC approved an additional expenditure of \$1,000,000 from Beach Park Facilities Fund 183, and \$200,000 from interest earned on tourist tax revenues in FY 11. The additional amount that staff has designated for Paradise Advertising is \$800,000 for an enhanced winter destination marketing and advertising campaign in New York and Chicago, an expanded spring and summer marketing in Florida and \$200,000 for expanded digital and on-line marketing efforts in targeted cities for a total of \$1,000,000.

Paradise Advertising has billed \$1,715,225.51 through May 18, 2011 (starting on Oct. 1, 2010) and we project reaching the \$2,000,000 contractual cap with their July billing. Staff requests the TDC recommend approval of the additional \$1 million billing over \$2 million to include a standard advertising agency commission of 15%. This item will then be presented to the Board of County Commissioners for approval on July 26, 2011 to ensure the necessary Change Order #1 is in place when the \$2,000,000 level of media and production billing is reached.

LEGAL CONSIDERATION: This item has been reviewed by the County Attorney's Office, requires majority vote, and is legally sufficient for Board action. – CMG

FISCAL IMPACT: The additional \$1 million is available in the approved FY 11 Tourism Department marketing and promotion budget in Fund 184.

RECOMMENDATION: Recommend approval of Change Order #1 to Contract #10-5541 with Paradise Advertising and Marketing, Inc. for up to \$1 million in additional billing at gross in accordance with their agreement with Collier County and authorize the County Manager or his designee to execute the Change Order.

PREPARED BY: Jack Wert, Tourism Director

CHANGE ORDER

CHANGE ORDER NO. 1

CONTRACT NO. 10-5541

BCC Date: 3/22/2011

Agenda Item: 10A

TO: Paradise Advertising and Marketing, Inc.
150 Second Ave N. Ste 800
St. Petersburg, FL 33701

DATE: 6/20/11

PROJECT NAME: Tourism Marketing Services

Under our AGREEMENT dated March 22, 20 11.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

Up to \$800,000 for an enhanced winter destination marketing and advertising campaign in New York and Chicago and an expanded spring and summer marketing in Florida and up to \$200,000 for expanded digital and on-line marketing efforts in targeted cities for a total of up to \$1,000,000.

FOR THE (Additive) Sum of: One million dollars
(\$ 1,000,000).

| | |
|---------------------------|---------------------|
| Original Agreement Amount | \$ <u>2,300,000</u> |
| Sum of Previous Changes | \$ <u>0</u> |
| This Change Order add | \$ <u>1,000,000</u> |
| Present Agreement Amount | \$ <u>3,300,000</u> |

The time for completion shall be (increase or decrease) by n/a calendar days due to this Change Order. Accordingly, the Contract Time is now n/a (____) calendar days. The substantial completion date is n/a and the final completion date is n/a. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims of the Contractor arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____, 20__.

CONTRACTOR:
Paradise Advertising and Marketing, Inc.

OWNER:
BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
Cedar Hames, President

BY: _____
Fred W. Coyle, Chairman

Date: _____

ATTEST:

Dwight E. Brock, Clerk

BY: _____

Approved As To Form
and Legal Sufficiency:

Print Name: _____
Assistant County Attorney

Contract # 10-5541
"TOURISM MARKETING SERVICES"

THIS AGREEMENT, made and entered into on this 22nd day of March, 2011, by and between Paradise Advertising and Marketing, Inc., hereinafter called the "Contractor" and Collier County, a political subdivision of the State of Florida, Collier County, Naples, hereinafter called the "County":

WITNESSETH:

1. **COMMENCEMENT.** The Contractor shall commence the work on April 1, 2011. The initial term of the contract shall terminate on September 30, 2012. The County may, at its discretion and with the consent of the Contractor, extend the Agreement for two (2) additional one (1) year periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.
2. **STATEMENT OF WORK:** The Contractor will provide the following services including, but not limited to:
 - a) Develop for approval and implementation and counsel with the County on advertising and marketing communications to meet the County's objectives and budgetary limitations.
 - b) Develop for approval and implementation, and obtain prior written approval from the County by use of an Estimate or Insertion Order for all media and production projects.
 - c) Plan and implement a strategic advertising and promotion program to include an Emergency Advertising Plan and County museum promotional publicity, creative art direction, copy writing, layout and production.
 - d) Create an annual marketing plan prior to the start of each fiscal year outlining current situation, creative strategy, implementation schedule and measurement.
 - e) Develop collateral materials including brochures, newsletters, and direct mail, including creative copy, layout and production.
 - f) Develop and implement website, Internet and social media marketing strategies and advertising.
 - g) Maintain an office in Collier County staffed with a full-time Account Manager.
 - h) Supply the County with monthly reports reflecting agency activity and return on investment, such as placement and inquiry reports.
 - i) Additional services may be added to this contract upon satisfactory negotiation of price by the Contract Manager and Vendor.

2.1 ADVERTISING

Charges for advertising placed by the Contractor on behalf of the County will be billed to the County in accordance with the negotiated rate(s) of the specified medium or media. All charges for production, print and broadcast will be billed to the County

upon receipt of all required documentation. Invoices will include the appropriate documentation including tear sheets, approved Insertion Orders or Estimates and media or production vendor invoices.

The Contractor will prepare and send to the County pre-approved adjusted media invoices to account for insertion changes, short rates, circulation rebates and/or other estimates and adjustments.

The County agrees to assume full financial liability for properly authorized insertions for advertising space and/or time placed on its behalf by the Contractor. However, the Contractor shall assume payment liability for all insertions for which the Contractor has received payment in full from the County.

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

2.2 MATERIALS AND SERVICES

All charges for advertising production, photography, on-line, and social media production design, printing, direct mail, audiovisual production services, marketing research and museum promotional publicity will be estimated, authorized in writing by the County and billed at cost on a project basis.

The County agrees to assume full financial liability for properly authorized services initiated on its behalf by the Contractor.

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

3. **PAYMENT:** Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payments for work not performed or for unsatisfactory performance of Contractual requirements.

3.1 TRAVEL AND REIMBURSABLE EXPENSES

Travel expenses shall be reimbursed in accordance with Collier County Resolution 2006-40 and F.S. 125.0104. Travel mileage reimbursement is to be paid at the current authorized rate.

Reimbursable items other than travel expenses shall include, but not be limited to the following: actual telephone long-distance charges, actual fax charges, in office photocopying charges at ten cents (\$.10) per copy or actual photocopying charges if done while traveling and actual postage and actual shipping charges. Reimbursables will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.

3.2 AGENCY FEE

For regular and emergency advertising, the County agrees to pay the Contractor a fee of twenty-five thousand dollars (\$25,000.00) per month based upon a total annual fee of three hundred thousand dollars (\$300,000.00) as consideration for all professional time devoted to account administration, client meetings, strategic planning, media planning, media negotiation, media placement, broadcast traffic and billing. All media and production costs for regular and emergency advertising, including but not limited to, creative and outside vendor costs up to two million dollars (\$2,000,000.00) annually will be billed to the County at net, so that the County receives any available agency discount. Media or production billing over two million dollars (\$2,000,000.00) annually will be added by change order and will be billed at gross, reflecting a Contractor commission of fifteen percent (15%). The Contractor fee will be billed on the first day of each month beginning February 1, 2011, with a pro-rated amount back to the execution date of the contract.

The museum advertising budget is currently fifty thousand dollars (\$50,000.00) and will be billed at gross, reflecting a Contractor commission of fifteen percent (15%).

All charges for advertising, production, photography, on-line production design, social media, printing, direct mail, audiovisual production services, marketing research and museum promotional activity will be estimated and authorized in writing by the Tourism Director or his designee and billed on a project basis at net cost. Out of pocket expenses will be billed at net.

The agency will provide emergency pro bono publicity and public relations services, up to six thousand dollars (\$6,000.00) in staff time. Additionally, the agency will make publicity and public relations services over and above the emergency budget available on an as-needed basis, estimated in advance on an Estimate Form and submitted to the Tourism Director or his designee for prior written approval before expenses are incurred.

3.3 PROFESSIONAL FEES/HOURLY BASIS: For estimating and billing purposes, services will be billed at the rates on Exhibit A attached hereto and made a part hereof.

4. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if delivered by hand, fax, email or the United States Postal Services Department, first class mail service, postage prepaid to the Contractor at the following Address:

Cedar Hames, President
Paradise Advertising & Marketing, Inc.
150 Second Avenue North # 800
St. Petersburg, FL 33701
Facsimile: 727-822-3722

All Notices from the Contractor to the County shall be deemed duly served if delivered by hand, fax, email or the United States Postal Services Department, first class mail service, postage prepaid to the County to:

Jack Wert, Director
Collier County Tourism Department
2800 N. Horseshoe Drive
Naples, Florida 34104
Facsimile: 239-252-2404

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

5. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.
6. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.
7. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the contract of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to

continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

8. **OWNERSHIP OF DOCUMENTS:**

County shall be the owner of all documents and materials produced pursuant to this Agreement and Paradise Advertising & Marketing, Inc. shall not receive any additional compensation for their use or reproduction by the County. The County shall be the owner of and be in possession of all intellectual property created or furnished pursuant to this Agreement, including, but not limited to drawings, layouts, photography, film, video and printed documents, unless specifically exempted by the County.

9. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said agreement immediately for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance. Upon termination of this Agreement, Contractor will bill the County for all amounts not previously billed and due Contractor at that time. Contractor will not be entitled to payment for any advertisement if work on it commenced after Contractor received notice of termination. Contractor will be entitled to payment for services for advertisements commenced and approved for placement by the County prior to receipt of such notice.

10. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.

11. **INSURANCE.** The Contractor shall provide insurance as follows:

A. **Commercial General Liability:** Coverage shall have minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Agency's; Products and Completed Operations and Contractual Liability.

B. **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

Special Requirements: Collier County shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability Policy.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Agency during the duration of this Agreement. Renewal certificates shall be sent to the County thirty (10) days prior to any expiration date.

There shall be a thirty (30) day notification to the County in the event of cancellation or modification of any stipulated insurance coverage.

Contractor shall ensure that all sub contractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide County with certificates of insurance meeting the required insurance provisions.

12. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13. **CONTRACT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Tourism Department.
14. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the attached component parts, all of which are as fully a part of the contract as if herein set out verbatim: RFP #10-5541 "Tourism Marketing Services", Contractor's Proposal, Insurance Certificate, Addendum and Exhibit A, Hourly Rate Fee Schedule for Non-Routine Work.
15. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this agreement is subject to appropriation by the Board of County Commissioners. The approval of this Agreement is contingent upon a finding by the Collier County Board of County Commissions that adequate funding exists for the purposes set forth herein through approval of the annual Tourism Department budget. If Category "B" tourist tax funds become unavailable in the future, no further funding under this contract will be due to the Contractor and the County may terminate this Agreement in accordance with section #9, "Termination".
16. **COOPERATION:** The Contractor shall fully cooperate with the County in all matters pertaining to this agreement and provide all information and documents as requested by the County from time to time. Failure to cooperate, as interpreted by the County, shall constitute grounds for the County to impose sanctions that do not result in termination of this Agreement.
17. **EMPLOYMENT OF CONTRACTOR PERSONNEL:** During the term of this Agreement and for a period of one (1) year following its termination, the County agrees not to hire any employee (past or present) of the Contractor who worked on the County's account while employed by the Contractor.

18. **AVAILABILITY OF RECORDS:** The Contractor shall maintain all records, books, documents, papers and financial information pertaining to work performed under this agreement. The Contractor agrees that the County, or any of its duly authorized representatives, shall, until the expiration of five (5) years after final payment under this Agreement, have access to, and the right to examine and photocopy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.
19. **PROHIBITION OF ASSIGNMENT:** The Contractor shall not assign, convey or transfer in whole or in part its interest in this Agreement without the prior written consent of the County.
20. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES:** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.
21. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

IN WITNESS WHEREOF, the Contractor and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

ATTEST:

Dwight E. Brock, Clerk of Courts

By: *Laura Polaski*

Dated: 4/8/2011

Attest: Chairman

Signature

Approved as to form and
legal sufficiency:

Scott R. Teach

Assistant County Attorney

DEPUTY

SCOTT R. TEACH

Print Name

By: *Fred W. Coyle*
Fred W. Coyle, Chairman

Contractor:
PARADISE ADVERTISING & MARKETING, INC.

By: *Cedar Hames*
Signature

Cedar Hames, President

Typed signature and title

Patoka A. Cate

First Witness

↑Type/print witness name↑

Patoka A. Cate

Second Witness

↑Type/print witness name↑

Lee E. Goddard

EXHIBIT "A"
CONTRACT 10-5541 - TOURISM MARKETING SERVICES

RATE SCHEDULE

| SERVICE POSITION | CCT RATE/HOUR | NOTES |
|----------------------------------|----------------------|-----------------|
| Director Strategic Planning | \$300.00 | Included in fee |
| Brand Development Director | \$300.00 | Included in fee |
| Director of Account Service | \$250.00 | Included in fee |
| Account Supervisor | \$175.00 | Included in fee |
| Account Manager | \$150.00 | Included in fee |
| Account Executive | \$125.00 | Included in fee |
| Account Coordinator | \$100.00 | Included in fee |
| Media Director/Planner | \$200.00 | Included in fee |
| Media Buyer | \$150.00 | Included in fee |
| Media Coordinator | \$100.00 | Included in fee |
| Administrative Services | \$50.00 | Included in fee |
| Accounting Manager | \$125.00 | Included in fee |
| Traffic | \$100.00 | Included in fee |
| Research - In house Director | \$200.00 | Included in fee |
| Research - In house Coordinator | \$100.00 | Included in fee |
| Creative Director | \$250.00 | |
| Associate Creative Director | \$200.00 | |
| Senior Copywriter | \$175.00 | |
| Copywriter | \$150.00 | |
| Designer | \$175.00 | |
| Senior Art Director | \$175.00 | |
| Art Director | \$150.00 | |
| Broadcast Production Supervision | \$200.00 | |
| Production Supervisor-Print | \$150.00 | |
| Production Supervisor-Digital | \$175.00 | |

| SERVICE POSITION | CCT RATE/HOUR | NOTES |
|------------------------------------|----------------------|--|
| Production Coordinator | \$100.00 | |
| Proofreading | \$100.00 | |
| In-house Video Services | \$200.00 | |
| In-house Photograph Services | \$200.00 | |
| In house Audio Services | \$200.00 | |
| Public Relations Director | \$200.00 | Covered under fee up to \$6,000 in PR time |
| Public Relations Account Manager | \$150.00 | Covered under fee up to \$6,000 in PR time |
| Public Relations Account Executive | \$125.00 | Covered under fee up to \$6,000 in PR time |
| Public Relations Writer | \$150.00 | Covered under fee up to \$6,000 in PR time |
| Public Relations Coordinator | \$100.00 | Covered under fee up to \$6,000 in PR time |
| Director of Diversity Marketing | \$200.00 | |
| Digital Services Director | \$200.00 | |
| Digital Strategist/Research | \$150.00 | |
| Digital Production Supervision | \$175.00 | |
| Digital Coordinator | \$125.00 | |
| Data Entry Specialist | \$100.00 | |
| Search Engine Optimization | \$150.00 | |
| Digital Production Developer | \$200.00 | |
| Director of Mobile Development | \$250.00 | |
| Social Media Marketing Director | \$175.00 | |
| Social Media Marketing Coordinator | \$125.00 | |

The Agency will present written estimates for client approval for any costs being incurred.

All out-of-pocket costs will be billed at net. The Agency billing invoices will include a copy of the signed estimate and all vendor invoices. Cost will not exceed the original signed estimate unless revised with written approval from the client. All cost savings will be passed on to the client.



March 4, 2010

Mr. Jack Wert
Executive Director
Naples Marco Island Everglades CVB
2800 N. Horsehoe Drive
Naples, FL 34104

Dear Mr. Wert,

It has been the policy of Paradise Advertising and Marketing, Inc. to charge clients a 2% materials fee on creative/production jobs. This 2% fee is to cover out-of-pocket costs for paper and other art supply out-of-pocket costs. Although the Naples Marco Island CVB has never been billed or paid the 2% fee, this letter is to officially waive that cost. Please let me know if you have any additional questions.

Best regards,

Cedar Hames
President, Paradise Advertising and Marketing Inc.

| | | |
|--|----------------|---|
| ACORD™ CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YY) 05/14/10 |
| PRODUCER Psychex Insurance Agency, Inc. 150 Sawgrass Dr Rochester, NY 14620 | 1-877-266-6850 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| INSURERS AFFORDING COVERAGE | | |
| INSURED Psychex Business Solutions, Inc. PARADISE ADVERTISING & MARKETING INC 911 Panorama Trail South Rochester, NY 14625 877-266-6850 | | INSURER A: ILLINOIS NATIONAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: |

COVERAGES

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, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|--|--------------------------|----------------------------------|-----------------------------------|---|-------------------------------------|----------------------|--------------------------|--------|--|--------------------|--|--|--|--------------|----------------------------|--|--|--|--------------|-----------------------------|--|--|--|--------------|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ | | | | | | | | | | | | | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____ | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | | | | | | | | | | | | | | | | | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ | | | | | | | | | | | | | | | | | | | | |
| | EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ | | | | | | | | | | | | | | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | 012007139 | 06/01/10 | 06/01/11 | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="font-size: small;">WC STATU-TORY LIMITS</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="font-size: small;">OTH-ER</td> <td></td> </tr> <tr> <td colspan="4">E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td colspan="4">E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td colspan="4">E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table> | <input checked="" type="checkbox"/> | WC STATU-TORY LIMITS | <input type="checkbox"/> | OTH-ER | | E.L. EACH ACCIDENT | | | | \$ 1,000,000 | E.L. DISEASE - EA EMPLOYEE | | | | \$ 1,000,000 | E.L. DISEASE - POLICY LIMIT | | | | \$ 1,000,000 |
| <input checked="" type="checkbox"/> | WC STATU-TORY LIMITS | <input type="checkbox"/> | OTH-ER | | | | | | | | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | | | | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | | | | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | | | | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | | |
| | OTHER | | | | \$ \$ \$ | | | | | | | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 WORKERS COMPENSATION COVERAGE IS PROVIDED TO ONLY THOSE EMPLOYEES LEASED TO, BUT NOT SUBCONTRACTORS OF THE NAMED INSURER
 #06-4007 Tourism Marketing Services

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| CERTIFICATE HOLDER COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS BRENDA REEVES 3301 EAST TAMiami TRAIL, BLDG G NAPLES, FL 34112 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Deane Sackman</i> |
|--|--|

| | | |
|--|---|--|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 02/16/2011 |
| PRODUCER Ronald F. Holehouse Agency, Inc. 126 28th Street N Saint Petersburg, FL 33713 Phone: (727)823-5551 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED PARADISE ADVERTISING AND MARKETING INC. 160 2ND AVE N. SUITE 800 Saint Petersburg, FL 33701 | INSURERS AFFORDING COVERAGE INSURER A. Nationwide Mutual Insurance Co INSURER B. Houston Casualty Co INSURER C. INSURER D. INSURER E. | NAIC # |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADDL LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|---------------|---|--------------------------|------------------------------------|-------------------------------------|---|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 77-BA-769361-3001 | 08/25/2010 | 08/25/2011 | COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$ |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | | | | WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | |
| B | E & O | H709-15775 | 12/12/2010 | 12/12/2011 | Liability 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

E & O deductible \$5000.00
 Personal & Advertising Injury included with E & O

CERTIFICATE HOLDER

Attn: Diana DeLeon
 Collier County Board of County Commissioners
 Collier County Purchasing Dept
 3327 Tamiami Trail East
 Naples, FL 34112-4901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



(CMA)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2011

| | | |
|---|---|------------------------------------|
| PRODUCER Ronald F. Holehouse Agency Inc. 125 28th Street North Saint Petersburg, FL 33713 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURED Paradise Advertising and Marketing Inc. 150 2nd Ave. N. Suite 800 Saint Petersburg, FL 33701 | INSURERS AFFORDING COVERAGE |
| | INSURER A: Burlington Insurance Co. | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR. NEED | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------------|--|---------------|------------------------------------|-------------------------------------|--|
| A X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER. <input type="checkbox"/> LOC | 767B000708 | 2/15/2011 | 2/15/2012 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ Incl In Gen Agg |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is an additional insured in regards to the general liability, cancellation notice - 10 days for non payment

CERTIFICATE HOLDER

Collier County Board of County Commissioners, Collier County
 Attn: Diane DeLeon
 3327 Tamiami Trail East
 Naples, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James D. Shell