

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five-Year Summary of Fiscal Impact:

<u>Fiscal Years</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
Number of additional FTE positions (Cumulative)	_____	_____	_____	_____	_____
Is Item Included In Current Budget?				Yes_____	No_____
Budget Account No.:	Fund_____	Dept._____	Unit_____	Object_____	
	Reporting Category_____				

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

_____	_____
OFMB	Contract Dev. and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
10/07/2025

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount SBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT A</u> Aquatic Informatics. Inc.	Increase of term contract for water intelligence management solution (WIMS) software maintenance support for the period of 05/23/2025 through 05/22/2026 per Master Agreement #SS400314A.	Increased Amount: \$82,700.80 Total Contract Authorized Amount: \$118,660.80 SBE: \$0 Original Contract Amount: \$17,460.00	Water Utilities Department Accounting lines: 4001-720-32IT-4674	Thelwell	

The County has encumbered \$18,499.99 (\$5,285.71/month) during the previous three and one half (3.5) months of the current twelve (12) month term contract. The Water Utilities Department requests an increase of \$82,700.80 over the previously authorized amount of \$18,500 for the remaining eight-and one-half (8.5) months of the current term contract to purchase software maintenance support. The contract amount for the: (i) initial twelve (12) month term was \$17,460, with \$17,460 expended; and (ii) first twelve (12) month term was \$18,500, with \$0 expended. This term contract has three (3) twelve (12) month renewal options remaining. Awardee is located out of State. This is a sole source provider who is not a certified SBE. This sole source contract is exempt from the EBO Ordinance.

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
10/07/2025

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount SBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
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EXHIBIT B

Cues, Inc.	Increase of term contract for purchase of CCTV equipment for the period of 08/16/2025 through 08/15/2026 per Master Agreement #SS750837D.	Increased Amount: \$200,000.00 Total Contract Authorized Amount: \$788,390.00 SBE: \$0 Original Contract Amount: \$75,000.00	Water Utilities Department Accounting lines: 4001-720-2555-4620	Thelwell	
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The County has encumbered \$10,612.61 (\$10,612.61/month) during the previous one (1) month of the current twelve (12) month term contract. The Water Utilities Department requests an increase of \$200,000 over the previously authorized amount of \$105,000 for the remaining eleven (11) months of the current term contract. This increase is necessary for the replacement of CCTV cameras and transporters covering the entire sewer system. The contract amount for the: (i) initial twelve (12) month term was \$55,000, which was increased to \$75,000, with \$44,049.16 expended; (ii) first twelve (12) month renewal term was \$80,000, which was increased to \$188,390, with \$123,851 expended; (iii) second twelve (12) month renewal term was \$115,000, with \$32,344 expended; (iv) third twelve (12) month renewal term was \$105,000, with \$37,223 expended; and (v) fourth twelve (12) month renewal term was \$105,000, with \$2,548 expended. This term contract has no renewal options remaining. Awardee is located outside Palm Beach County, in the City of Orlando, Florida. This is a sole source provider who is not a certified SBE. This sole source contract is exempt from the EBO Ordinance.

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
10/07/2025

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount SBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
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EXHIBIT C

Parts Authority, LLC	Increase of term contract for utility batteries, Odyssey for the period of 10/20/2024 through 10/19/2025 per Master Agreement #700230A.	Increased Amount: \$7,500.00 Total Contract Authorized Amount: \$75,000.00 SBE: \$0 Original Contract Amount: \$30,000.00	Water Utilities Department Accounting lines: 4001-720-7GUA-4615 4001-720-2470-4615 4001-720-2554-4615	Thelwell	
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The County has encumbered \$34,199 (\$3,109/month) during the previous eleven (11) months of the current twelve (12) month term contract. The Water Utilities Department requests an increase of \$7,500 over the previously authorized amount of \$37,500 for the remaining one (1) month of the current term contract to purchase replacement generator batteries needed during the hurricane season. The contract amount for the: (i) initial twelve (12) month term was \$30,000, with \$22,186 expended; and (ii) first twelve (12) month renewal term was \$25,000, which was increased to \$37,500, with \$32,116 expended. This term contract has three (3) renewal options remaining. Awardee is located inside Palm Beach County, in the City of West Palm Beach, Florida. This original contract was established by a competitive solicitation process.

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
10/07/2025

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount SBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
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EXHIBIT D

Lawson Products, Inc.	Renewal of term contract for fasteners and wheel weights, purchase of, for the period of 12/13/2025 through 12/12/2026 per Master Agreement #300637A.	Contract Amount: \$308,500.00 Total Contract Authorized Amount: \$433,270.00 SBE: Amount dependent upon usage Original Contract Amount: \$177,000.00	Countywide Accounting Lines: Various Lead Department: Water Utilities Department	Thelwell	
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The County has encumbered \$330, 238.23 (\$15,725.63/month) during the previous twenty-one (21) months of the current twenty-four (24) month term contract. The Water Utilities Department, as lead department, requests \$308,500 to meet the County's requirements through the expiration of this new twelve (12) month renewal term contract for the purchase of fasteners and wheel weights. The amount for the: (i) initial twenty-four (24) month term was \$433,270, with \$330,238 expended. This purchase is a piggyback contract from Collier County, Contract #22-8039, which expires on 12/12/2026. This term contract has one (1) renewal option remaining. This piggyback contract was reviewed and approved by the OSBD. Awardee is located out of State.

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
10/07/2025

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount SBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT E</u> PVS Technologies, Inc.	Renewal of term contract for ferric chloride solution 37% - 42% for the period of 10/13/2025 through 10/12/2026 per Master Agreement #23088B.	Contract Amount: \$945,030.00 Total Contract Authorized Amount: \$2,835,090.00 SBE: \$0 Original Contract Amount: \$945,030.00	Water Utilities Department Accounting Lines: 4001-720-2531-4615	Thelwell	

The County has encumbered \$490,501 (\$44,591/month) during the previous eleven (11) months of the current twelve (12) month term contract. The Water Utilities Department requests \$945,030 to meet the County's requirements through the expiration of this new twelve (12) month renewal term contract to provide ferric chloride solution 37% - 42%. The contract amount for the: (i) initial twelve (12) month term was \$945,030, with \$423,069 expended; and (ii) first twelve (12) month renewal term was \$945,030, with \$386,310 expended. This term contract has two (2) twelve (12) month renewal options remaining. Awardee is located out of State. This item was reviewed and approved for renewal by OSBD.

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
10/07/2025

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount SBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
EXHIBIT F					
Universal Protection Services LLC dba Allied Universal Security Services	Renewal of term contract for uniformed security guard services, general facilities for the period of 01/31/2026 through 01/30/2027 per Master Agreement #F22045B.	Contract Amount: \$2,946,635.00 Total Contract Authorized Amount: \$21,025,457.76 SBE: \$0 Original Contract Amount: \$15,628,853.76	Community Services Accounting Lines: 1006-144-122-1441 1006-144-122-1457 1006-144-122-1459 1006-144-140-1220	Thelwell	

The County has encumbered \$1,470,759.57 (\$163,417.73/month) during the previous nine (9) months of the current twelve (12) month term contract. The Community Services Department requests \$2,946,635 to meet the County's requirements through the expiration of this new twelve (12) month renewal term contract to provide uniformed security guard services. The contract amount for the: (i) initial twenty-four (24) month term was \$15,628,853.76, with \$3,373,586 expended; and (ii) first twelve (12) month renewal term was \$2,449,969, with \$878,231 expended. This term contract has one (1) twelve (12) month renewal option remaining. Awardee is located in Palm Beach County. This federally funded contract is exempt from the EBO Ordinance.

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
10/07/2025

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount SBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
EXHIBIT G					
Sjur Solutions, Inc.	Renewal of term contract for video inspection platform software and inspection services for the period of 12/20/2025 through 12/19/2026 per Master Agreement #SS151042A.	Contract Amount: \$1,500,000.00 Total Contract Authorized Amount: \$3,900,000.00 SBE: \$0 Original Contract Amount: \$2,400,000.00	Planning, Zoning & Building 1400-600-6114-3401	Thelwell	

The County has encumbered \$1,964,292 (\$59,524/month) during the previous thirty-three (33) months of the current thirty-six (36) month term contract. The Planning, Zoning and Building Department is requesting \$1,500,000 to meet the County’s requirements through the expiration of this new twelve (12) month renewal term contract for video inspection platform software and inspection services. The contract amount for the: (i) initial thirty-six (36) month term was \$2,400,000, with \$1,898,253 expended. This term contract has one (1) twelve (12) month renewal option remaining. Awardee is located outside Palm Beach County, in the City of New Port Richey, Florida. This is a sole source provider who is not a certified SBE. This sole source contract is exempt from the EBO Ordinance.

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
10/07/2025

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount SBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
EXHIBIT H					
Lamar Transit, LLC	New term contract for bus stop advertising services for the period of 10/01/2025 through 09/30/2027 per Master Agreement #24036R.	Revenue Amount: \$375,000.00 SBE: Amount dependent upon usage	Palm Tran Accounting Lines: 1340-540-5101-6210	Thelwell	

The County has received \$482,036 (\$20,084.85/month) in revenue during the previous twenty-four (24) months of the current one hundred fifty-nine (159) month term contract. This new revenue generating contract is expected to generate, at minimum, \$375,000, plus 50% of any revenue over the revenue amount within the twenty-four (24) month term. Also, Palm Tran will receive a credit valued at \$100,000, for a media trade account. Awardee is located out of State. This contract was established by a competitive solicitation process.

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
10/07/2025

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount SBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT I</u>				Thelwell	
Aquifer Maintenance & Performance Systems, Inc. (Primary); and All Webbs Enterprises, Inc. (Secondary)	New term contract for wellfield maintenance and repair services for the period of 10/7/2025 through 10/6/2026 per Master Agreement #25020R.	Contract Amount: \$3,074,205.00 SBE: Amount dependent upon usage	Water Utilities Accounting Lines: 4001-720-1GUA-4615 4001-720-2534-4615 4001-720-2537-4615 4001-720-2584-4615		

The County has encumbered \$825,318 (\$45,851/month) during the previous eighteen (18) month term contract. The Water Utilities Department requests \$3,074,205 to meet the County's requirements through the expiration of this new twelve (12) month term contract for wellfield maintenance and repair services. The primary awarded vendor will cover all items under this contract. The secondary awardee will only be contacted if the primary awardee has refused to perform. This term contract has four (4) twelve (12) month renewal options available. Awardees are located in Palm Beach County and one (1) awardee is a certified SBE. The original contract was established by a competitive solicitation process. The Goal Setting Committee recommended an SBE Price Preference for this solicitation.

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
10/07/25

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount SBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT J</u>					
Condo Electric Industrial Supply, Inc.; and The Ware Group LLC dba Johnstone Supply	New term contract for electric motors and required capacitors, purchase and delivery for the period of 10/07/2025 through 10/06/2030 per Master Agreement #25042.	Contract Amount: \$360,000.00 SBE: \$0	Countywide Accounting Lines: Various Lead Department: Facilities Development and Operations	Thelwell	

The County has encumbered \$272,623 (\$3,484/month) during the previous seventy-eight and one quarter (78.25) months of the current seventy-nine (79) month term contract. The Facilities Development and Operations Department, as lead department, requests \$360,000 to meet the County's requirements through the expiration of this new sixty (60) month term contract for the purchase and delivery of electric motors and required capacitors. This term contract has no renewal options available. One (1) awardee is located in Palm Beach County and one (1) awardee is located outside Palm Beach County, in the City of Hialeah, Florida. No SBE vendor submitted a bid on this project. The original contract was established by a competitive solicitation process. This item was reviewed by the OSBD and a Waiver of API Requirements was approved.

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
10/07/2025

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount SBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT K</u>					
Miller Heiman Holdings, LLC dba Green Thumb Palm Beach	New term contract for lawn and turf equipment parts for the period of 10/07/2025 through 10/06/2030 per Master Agreement #25062.	Contract Amount: \$593,500.00 SBE: \$0	Countywide Accounting Lines: Various Lead Department: Parks and Recreation	Thelwell	

The County has encumbered \$464,427.34 (\$5,897.49/month) during the previous seventy-eight and three quarter (78.75) months of the current eighty-four (84) month term contract. The Parks and Recreation Department, as lead department, requests \$593,500 to meet the County's requirements through the expiration of this new sixty (60) month term contract to purchase lawn and turf equipment parts, on an as needed basis for equipment that has become inoperable. This term contract has no renewal options. Awardee is located in Palm Beach County. There is no SBE currently certified for this commodity or service. This item was reviewed by the OSBD and a Waiver of API Requirements was approved.

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
10/07/2025

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount SBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT L</u> SHI International Corp	New term contract for information technology solutions/services for the period of 09/28/2025 through 07/01/2028 per Master Agreement #250131, 250131-1.	Contract Amount: \$24,500,000.00 SBE: \$0	Countywide Accounting Lines: Various Lead Department: Information Security Systems	Thelwell	

The County has encumbered \$19,204,478 (\$629,655/month) during the previous thirty and one half (30.5) months of the current thirty-one (31) month term contract. The Information Security Systems Department, as lead department, requests \$24,500,000 to meet the County's requirements through the expiration of this new thirty-three (33) month term contract for the purchase of computer related equipment, supplies, hardware, and software, with a retroactive start date of 9/28/2025. This purchase is a piggyback contract from the Omnia Partners, City of Mesa, AZ, Contract #2024056-01, which expires on 7/01/2028. Additionally, approval is requested to add vendors and items as approved by the originating entity. This term contract has one (1) twenty-four (24) month renewal option available. Awardee is located out of State. This piggyback contract was reviewed and approved by the OSBD.

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
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10/07/2025

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount SBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT M</u> Swiftly, Inc.	New term contract for services to host, operate and maintain the Run-Times software as a solution for the period of 09/01/2025 through 08/31/2026 per Master Agreement #SS250167.	Contract Amount: \$98,448.78 SBE: \$0	Palm Tran Accounting Lines: Various	Thelwell	

The County has encumbered \$148,680 (\$4,130/month) during the previous thirty-six month (36) month term contract. The Palm Tran Department requests \$98,448.78 to meet the County's requirements through the expiration of this new twelve (12) month term contract for services to host, operate and maintain the Run-Times software as a solution for Palm Tran, Inc, with a retroactive start date of 9/01/2025. The Agreement contains limitation of liability provisions that differs from that adopted for use by the County under PPM #CW-F-049. The Risk Management Department and County Attorney's office have reviewed the limitation of liability for this Agreement and advised staff accordingly. Swiftly is not liable for any indirect, consequential, exemplary, special, incidental or punitive damages relating to the Agreement. Additionally, Swiftly's liability shall not exceed \$300,000. Given the type of services being performed under this Agreement, staff is recommending Board approval. This term contract has two (2) twelve (12) month renewal options available. Awardee is located out of State. This is a sole source provider who is not a certified SBE. This sole source contract is exempt from the EBO Ordinance.

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
10/07/2025

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount SBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT N</u> Uptrust, Inc.	Extension and increase of term contract for criminal justice text message reminder services for the period of 01/01/2025 through 09/30/2026 per Master Agreement #21033D.	Increased Amount: \$13,000.00 Total Contract Authorized Amount: \$108,150.00 SBE: \$0 Original Contract Amount: \$19,750.00	Criminal Justice Commission Accounting Lines: 1515-762-7742-3401- MFC4Q-GY25	Thelwell	

The County has encumbered \$10,400.01 (\$1,223.53/month) during the previous eight and a half (8.5) months of the current twelve (12) month term contract. The Criminal Justice Commission Department requests an additional nine (9) month contract extension to the current contract term. In addition, an increase of \$13,000, over the previously authorized amount of \$15,500, is requested for the remaining nine (9) months of the requested extension. The contract amount for the: (i) initial twelve (12) month term was \$19,750, with \$0 expended; (ii) first twelve (12) month renewal term was \$15,600, with \$6,500 expended; (iii) second twelve (12) month renewal term was \$15,600, with \$15,600 expended; (iv) third twelve (12) month renewal term was \$15,600, with \$15,600 expended; and (v) fourth twelve (12) month renewal term was \$15,600, which was increased to \$28,600, with \$10,400 expended. This term contract has no renewal options available. Awardee is located out of State. The original contract was established by a competitive solicitation process.

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
10/07/2025

Contractor(s)	Project	Contract Amount Total Contract Authorized Amount SBE Dollar Amount/Percentage of Participation Original Contract Amount	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT O</u>				Thelwell	
Prolime Corporation	Extension and increase term contract for lime sludge loading, hauling and disposal for the period of 10/14/2025 through 1/13/2025 per Master Agreement #20036D.	Increased Amount: \$340,000.00 Total Contract Authorized Amount: \$6,316,000.00 SBE: \$0 Original Contract Amount: \$1,195,200.00	Water Utilities Department Accounting Lines: 4001-720-2531-4615 4001-720-2535-4615		

The County has encumbered \$1,133,179 (\$100,727/month) during the previous eleven and one quarter (11.25) months of the current twelve (12) month term contract. The Water Utilities Department requests an additional three (3) month contract extension to the current term contract. In addition, an increase of \$340,000.00, over the previously authorized amount of \$1,195,200, is requested for the remaining three and three quarters (3.75) months of the requested contract extension. The contract amount for the: (i) initial twelve (12) month term was \$1,195,200, with \$808,357 expended; (ii) first twelve (12) month renewal term was \$1,195,200, with \$837,609 expended; (iii) second twelve (12) month renewal term was \$1,195,200, with \$785,954 expended; (iv) third twelve (12) month renewal term was \$1,195,200, with \$941,162 expended; and (v) fourth twelve (12) month renewal term was \$1,195,200, with \$639,149 expended. This term contract has no renewal options available. Awardee is located out of State. The original contract was established by a competitive solicitation process.

TOTAL AMOUNT OF ALL AWARDS: \$34,969,519.58



INTEROFFICE MEMORANDUM

DATE: September 30, 2025

TO: Tracey Powell
Clerk's Office

FROM: Joan Hutchinson *JA*
TDC

RE: Sub-Agreement

I have attached two (2) copies of one (1) Discover Palm Beach County, Inc. subcontract:

- Zimmerman Agency LLC, will provide services to Discover Palm Beach County, Inc., beginning October 1, 2024, and ending September 30, 2027. The fee for these services is not to exceed \$216,000 per year, plus travel expenses with a contractual amount not to exceed \$300,000, per year.

Will you please add this to the next "contract list" for BCC approval? Following approval, I am requesting one (1) copy of the document returned to this office. If you have any questions, please call me at 233-3131.

Tdc/subcontracts2026/Memo

CONTRACT FOR Public Relations Services and Representation

THIS CONTRACT FOR Public Relations Services and Representation ("Contract") is made as of October 1, 2024 by and between Discover Palm Beach County, Inc., a Florida not-for-profit corporation d/b/a Discover The Palm Beaches, hereinafter referred to as "DTPB," and The Zimmerman Agency LLC, a Florida limited liability company, having its principal place of business at 1821 Miccosukee Commons, Tallahassee, FL 32308, hereinafter referred to as "CONTRACTOR", whose Federal I.D. number is: 27-0833307.

WHEREAS, DTPB has previously entered into a contract with Palm Beach County, Florida ("COUNTY"), (said contract hereinafter referred to as the ("COUNTY/DTPB CONTRACT")) for the provision by DTPB of certain services to promote and advertise Palm Beach County tourism in the State of Florida as well as nationally and internationally, under the overall direction and guidance of the Palm Beach County Tourist Development Council ("TDC") through its Executive Director; and

WHEREAS, the COUNTY/DTPB CONTRACT provides that DTPB shall develop and implement an annual public relations plan; promote the COUNTY in foreign and domestic markets; and perform other services requested by the COUNTY; and

WHEREAS, the COUNTY/DTPB CONTRACT further provides that DTPB may contract for the goods and services needed to perform the above-described services subject to certain terms, provisions and conditions as set forth in the COUNTY/DTPB CONTRACT; and

WHEREAS, DTPB has determined that it is necessary and desirable to obtain the services of CONTRACTOR to perform Public Relations Services and Representation for DTPB; and

WHEREAS, CONTRACTOR represents that it possesses the necessary resources and unique ability to successfully perform such services; and

WHEREAS, DTPB desires to engage the CONTRACTOR and CONTRACTOR desires to be engaged by DTPB for the provision of such services, and pursuant to the procurement policy for contracts over \$100,000.00, DTPB issued a Request for Proposal ("RFP"), a Selection Committee reviewed the respondents, and the CONTRACTOR was selected:

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DTPB and the CONTRACTOR agree as follows:

ARTICLE 1 - RECITALS

The above recitals are true and correct and incorporated herein by reference.

ARTICLE 2 - TERM

The term of this Contract shall commence on October 1, 2024, and end on September 30, 2027 (the "Initial Term") and may be renewed at DTPB's sole option for two (2) one-year extensions (each, a "Renewal Term," and collectively with the "Initial Term, the "Term") based on timely

notification of DTPB's intent to renew no later than 30 days prior to the end of the Initial Term and the first Renewal Term, as applicable. No such renewal shall extend the agreement beyond September 30, 2029.

ARTICLE 3 - DESCRIPTION OF SERVICES TO BE PERFORMED

Beginning on October 1, 2024, CONTRACTOR will provide to DTPB Public Relations Services and Representation as more specifically set forth in the Scope of Work detailed in Exhibit "A".

DTPB's representative/liaison during the performance of the Contract shall be Erika Constantine, the Contract Monitor, whose telephone number is (561) 233-3005 and whose email address is econstantine@ThePalmBeaches.com.

Contractor's representative/liaison during the performance of the Contract shall be Kerry Anne Watson, whose telephone number is 850-668-2222 and whose email address is kwatson@zimmerman.com.

ARTICLE 4 - COMPENSATION

Beginning on October 1, 2024, CONTRACTOR will provide DTPB Public Relations Services as set forth in the Scope of Work details in Exhibit A. In exchange for services to be performed in Exhibit "A" by CONTRACTOR, DTPB will pay CONTRACTOR an amount not to exceed Two Hundred Sixteen Thousand and No/100 Dollars (\$216,000.00) per year in accordance to the fee schedule more specifically set forth in the FEE CHART SCHEDULE OF PAYMENTS Exhibit "B".

Upon each six (6) month anniversary of the Agreement, both parties will review the scope of work and anticipated deliverables. If both parties agree the CONTRACTOR has not made satisfactory progress toward the completion or implementation of any identified work product or deliverable, the DTBP and CONTRACTOR will agree upon a remedy that may include additional services or reduced fees.

The cost of media activities outside the annual retainer cost shall be estimated by the CONTRACTOR at the net cost and approved in writing in advanced by DTPB prior to commencement of work, and billed as "pass-thru" expense. The CONTRACTOR shall notify the Contract Monitor in writing when 80% of the "not to exceed amount" has been reached in any given period. This "not to exceed" amount is exclusive of all "pass-thru" expenses and agency travel which may be arranged through contractor and billed at cost (no markup) per Exhibit "B". The CONTRACTOR will bill DTPB at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. In such instance where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

If CONTRACTOR is required to travel in connection with this Contract, all travel arrangements will be pre-approved by DTPB. Costs associated with approved travel, lodging and other pass-through or out-of-pocket expenses may, at the option of DTPB, be remitted to CONTRACTOR for payment to the vendor on DTPB's behalf or may be handled by direct billing to DTPB by the applicable vendor. These costs are not considered part of the compensation paid under this

contract. The CONTRACTOR personnel are not considered staff of DTPB and as such their travel and related expenses will be monitored and audited by DTPB, and will invoice the cost of travel as an additional fee which shall be billed at cost (no markup) per Exhibit B.

Incentive Fees ("At Risk" payment):

Given the critical importance of the PR agency services to the success of the tourism economy in Palm Beach County, DTPB and CONTRACTOR agree that starting in the second year of the contract term (starting October 1, 2025), a portion of annual fees equivalent to 10% (\$21,600.00) of the total annual "not to exceed" fees (\$216,000.00) as established in Article 4, shall be contingent on the achievement of certain quantitative and/or qualitative destination and/or earned media awareness measures. These performance measures shall be mutually agreed upon by April 1, 2025 and may be adjusted by mutual accord in subsequent years.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should DTPB determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants or other goods and services. DTPB shall exercise its rights under this Article within three (3) years following final payment and this Article shall survive expiration or termination of this Contract.

ARTICLE 6 - PAYMENT DOCUMENTATION AND PROCEDURE

Each invoice submitted by CONTRACTOR shall be itemized in sufficient detail for audit purposes and, if requested by DTPB, supported by copies of any corresponding third-party invoices and proof of payment of same, along with proof of performance of goods and services invoiced. CONTRACTOR understands and acknowledges that all invoices submitted to DTPB will need to be approved by the TDC and by the CLERK AND COMPTROLLER of Palm Beach County prior to payment. CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. DTPB and the COUNTY shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at CONTRACTOR'S place of business.

In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the DTPB. This shall constitute CONTRACTOR'S certification that all services have been properly performed and all charges and costs have been invoiced to DTPB. Any other charges not properly included on this final invoice are waived by the CONTRACTOR.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 7 - ACCESS AND AUDIT

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 8 - TERMINATION

This Contract may be terminated in its entirety by either party without cause upon sixty (60) days prior written notice (a "Termination Notice"). It may also be terminated in whole or in part by DTPB with cause, immediately upon delivery of a Termination Notice to CONTRACTOR. Termination for cause by DTPB includes, but is not limited to, notice of termination or termination of the DTPB/COUNTY CONTRACT or the breach of any material provision of this Contract by CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid for services rendered to DTPB's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by DTPB, CONTRACTOR shall:

- A. Stop work on the specified date given by DTPB and to the extent specified.
- B. Continue and complete all parts of the work that have not been terminated.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to DTPB.
- D. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

ARTICLE 9 - PERSONNEL

CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be officers, directors, or employees of DTPB, and shall not have any contractual relationship with DTPB except as such

contractual relationship may be approved by DTPB and the TDC, and reviewed by COUNTY Administrator. All of the services required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed or permitted under applicable law to perform such services. CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The CONTRACTOR's personnel and management to be utilized shall be knowledgeable in their areas of expertise. DTPB reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the contract. The CONTRACTOR shall assign as many people as necessary to complete the project on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the dates set forth.

The CONTRACTOR shall not change Key Personnel as defined in Exhibit A, The Scope of Work, unless the following conditions are met: (a) Proposed replacements have substantially the same or better qualifications and/or experience, and (b) that the DTPB is notified in writing as far in advance as possible. The CONTRACTOR shall make commercially reasonable efforts to notify DTPB at least seven (7) days in advance of the change. The DTPB staff retains final approval of proposed replacement personnel.

ARTICLE 10 - PERFORMANCE AND OBLIGATION TO PAY

DTPB's performance and obligation to pay under this Contract is contingent upon the allocation of Tourist Development Tax funds for the purposes and uses provided in this Contract, the receipt of said Tourist Development Tax funds, an annual appropriation of said funds by the COUNTY for the purposes and uses provided for in this Contract, and authorization granted to DTPB through the COUNTY/ DTPB CONTRACT to contract for the goods and/or services provided herein.

ARTICLE 11 - INSURANCE

CONTRACTOR shall maintain insurance in such amounts and form as may be required by DTPB. CONTRACTOR shall also provide additional insurance in such amounts and form as may be required by DTPB from time to time. DTPB reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. DTPB reserves the right, but not the obligation, to review and reject the insurer providing coverage because of poor financial condition or failure to operate legally.

Prior to execution of this Contract, CONTRACTOR shall deliver to the DTPB'S representative as identified in Article 3, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by DTPB have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to DTPB.

CONTRACTOR shall endorse the DTPB and PALM BEACH COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read

"DISCOVER PALM BEACH COUNTY, INC, a Florida not-for-profit corporation." CONTRACTOR and PALM BEACH COUNTY" and shall provide the Additional Insured endorsements coverage on a primary basis.

CONTRACTOR hereby waives any and all rights of Subrogation against the DTPB, its officers, employees and agents for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONTRACTOR enters into such an agreement on a pre-loss basis.

ARTICLE 12 - INDEMNIFICATION

CONTRACTOR shall save, defend, indemnify, hold harmless and defend DTPB, TDC and the COUNTY, including their officers, agents, servants, and employees from and against any and all claims, liability, losses, costs, damages, and/or causes of action, of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of CONTRACTOR'S performance under this Contract, or which may arise from any act or omission of CONTRACTOR, its officers, agents, servants, or employees. CONTRACTOR further agrees to indemnify, save, hold harmless and defend DTPB, TDC and the COUNTY and their officers, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which DTPB, TDC, COUNTY or their officers, agents, servant of employees are alleged to be liable.

CONTRACTOR shall not be liable for the acts, negligence, or defalcations of third parties, including, but not limited to, third-party vendors, hosting companies, Internet service providers, direct mail printers, email delivery companies, programmers, software sellers, installers, consultants, that are not engaged, or hired by CONTRACTOR.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

DTPB and CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party to this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as stated above, neither DTPB nor CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other.

ARTICLE 14 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any and all legal action necessary to enforce the contract will be in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by

any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15 - CONFLICT OF INTEREST

CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. CONTRACTOR further represents that no person having any such interest shall be employed for said performance. CONTRACTOR shall promptly notify DTPB's Contract Monitor, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion of DTPB and COUNTY as to whether the association, interest or circumstance would, in the opinion of DTPB and COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. DTPB agrees to notify CONTRACTOR of the opinion of DTPB and COUNTY in writing within thirty (30) days of receipt of notification by CONTRACTOR. If, in the opinion of DTPB and COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, DTPB shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to DTPB by CONTRACTOR under the terms of this Contract.

ARTICLE 16 - SUBCONTRACTORS

DTPB reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the DTPB.

ARTICLE 17 - ARREARS

CONTRACTOR shall not pledge DTPB's credit, or make DTPB, TDC or the COUNTY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - NONDISCLOSURE AND OWNERSHIP OF DOCUMENTS AND PROPERTY

CONTRACTOR shall deliver to DTPB's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for DTPB under this Contract. Except as required for CONTRACTOR's performance of its duties

under this Contract, all written and oral information not in the public domain or not previously known, and all reports, information and data obtained, developed, prepared, assembled or supplied for the benefit of DTPB, or at its expense or the expense of the TDC or COUNTY, shall be deemed proprietary and trade secret information will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without DTPB's prior written consent unless required by law, a lawful order, or the COUNTY/DTPB CONTRACT. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country by any party other than the COUNTY or DTPB. The COUNTY, TDC and DTPB shall have the unrestricted authority to publish, disclose distribute, or otherwise use any reports, data, or other materials prepared under this Contract.

All drawings, logos, slogans, trademarks, trade names, written copy, layout, production materials, formulas, recipes and other intellectual property as well as all of maps, sketches, programs, data base, reports and other data supplied by, developed, or purchased and paid for under this Contract for or at the expense of DTPB, TDC or the COUNTY shall be and remain the property of DTPB, the TDC, and the COUNTY and may be reproduced and reused at the discretion of DTPB, the TDC, and the COUNTY.

Any and all records of DTPB relating to this Contract or produced as a result of this Contract are to be considered public records, subject to the provisions of Chapter 119, Florida Statutes, unless such records constitute trade secrets and/or proprietary materials of a competitive nature that are otherwise exempt from disclosure under Chapter 119, or any other applicable provision of law. Notwithstanding the foregoing, though, the COUNTY may designate any and all records as public records regardless of whether said records are presently deemed public records by law.

In no event shall CONTRACTOR be precluded from developing for itself, or for others, materials which are competitive with the Developments, irrespective of their similarity thereto, provided, however, that CONTRACTOR is not authorized to use materials specifically developed and unique to DTPB and Developments. In addition, CONTRACTOR shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the Services.

CONTRACTOR will deliver to DTPB the original source code files and digital assets for all work developed under this agreement. The files will be in a format acceptable to DTPB and delivered within 30 days of full payment by DTPB.

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of DTPB or COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees and agents perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to DTPB shall be that of an Independent Contractor and not as employees or agents of DTPB or the COUNTY. CONTRACTOR does not have the power or

authority to bind DTPB in any promise, agreement or representation other than as specifically provided for in this Contract.

Moreover, DTPB is an independent service contractor provider of Palm Beach County and does not have the authority to enter into any contract on behalf of Palm Beach County or bind them to any contract. Unless specifically consented to by Palm Beach County in writing, Palm Beach County and TDC shall not be liable or responsible for services rendered or goods procured and/or delivered under this Contract regardless of the receipt by Palm Beach County or TDC of any benefits hereunder.

ARTICLE 20 - CONTINGENT FEES

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 - NONDISCRIMINATION

CONTRACTOR warrants and represents that it will not discriminate against any employee or applicant for employment, or discriminate against any person, firm or entity in the performance of its obligations hereunder upon the grounds of race, color, religion, disability, sex, age, national origin, marital status, familial status, gender identity or expression, ancestry or sexual orientation.

ARTICLE 22 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 23 - AUTHORITY TO ENGAGE IN BUSINESS

CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses, permits and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses permits and approvals shall be submitted to the DTPB Contract Monitor upon request.

ARTICLE 24 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is

held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including, but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

DTPB and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

ARTICLE 26 - COMPLIANCE WITH LAWS

In the performance of its obligations under this Agreement, CONTRACTOR shall comply with all laws, rules, regulations, ordinances, and statutes, including, without limitation, intellectual property laws, civil rights laws, public records laws, etc. In addition, time is expressly declared to be of the essence.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATION OF WORK

DTPB reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of DTPB'S written notification of a contemplated project change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the DTPB of any estimated change in the completion date, and (3) advise DTPB if the contemplated change shall affect the CONTRACTOR ability to meet the completion dates or schedules of said project(s).

If DTPB so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending DTPB'S decision to proceed with the change.

ARTICLE 29 - GOVERNING LAW

This contract will be governed by the law of the state of Florida regardless of the place of its execution. Venue for any action brought hereunder shall lie in Palm Beach County, Florida.

ARTICLE 30 - NOTICE

All notices provided for or permitted to be given pursuant to this Contract must be sent in writing and shall be effective if delivered to the recipient's address as stated below by: (i) personal delivery; (ii) certified United States Mail, return receipt requested; (iii) FedEx or comparable guaranteed next business day delivery service; or (iv) e-mail, in which case the notice shall be deemed delivered only upon receipt of the recipients reply e-mail confirming receipt of the notice. Any notice shall be deemed received on the earlier of actual delivery or refusal of delivery. If a notice cannot be delivered because the intended recipient changed its address without at least 10 days prior notice to the other party, then the notice that could not be delivered shall be deemed refused by the intended recipient. All notices are to be sent to or made at the addresses set forth below:

Discover Palm Beach County, Inc.
Attention: Milton Segarra and Erika Constantine
2195 Southern Boulevard, Suite 400
West Palm Beach, FL 33406

Email: msegarra@thepalmbeaches.com and econstantine@thepalmbeaches.com.

and if sent to CONTRACTOR shall be mailed to:

The Zimmerman Agency LLC
Attn: Kerry Anne Watson
1821 Miccosukee Commons
Tallahassee, FL 32308

ARTICLE 31 – FORCE MAJEURE

Neither party hereto shall be deemed in breach of this Contract if such party is unable to fulfill its obligations under this Contract or any portion thereof by reason of fire, earthquake, flood, hurricane or other severe weather, labor dispute, act of war, terrorism, riot or other severe civil disturbance, pandemic, epidemic, or any local, state, federal, national or international law, governmental order or regulation (collectively, a "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the affected party shall give notice to the other party of its inability to fulfill some or all of its obligations under this Contract in a timely manner. If CONTRACTOR is the party providing such notice, CONTRACTOR shall propose revisions to the schedule for completion of the Services, which Client may accept or reject within five (5) days and, if rejected, Client may terminate this Agreement in accordance with Section 10. Either party hereto may terminate this Contract in the event that a Force Majeure Event continues beyond (60) days.

(SIGNATURES APPEAR ON THE NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of October 1, 2024.

ATTEST:

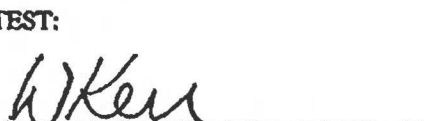
By: 
Corporate Secretary

DISCOVER PALM BEACH COUNTY, INC.:

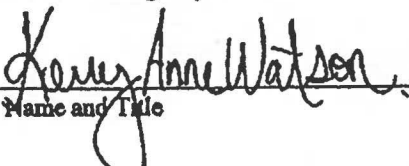
By: 
Milton Segarra, President/CEO

(Corporate Seal)

ATTEST:

By: 
Witness

The Zimmerman Agency LLC

By:  President
Name and Title

Reviewed by Contract Monitor:


Erika Constantine

Approved for Legal Sufficiency and Form:

Shutts & Bowen, DTPB Legal Counsel

By: 
Rikki Lober Bagatell, Partner

EXHIBIT "A"

PUBLIC RELATIONS SERVICES AND REPRESENTATION SCOPE OF WORK

CONTRACTOR will have the responsibility to support the following North American (USA) PR tactics in collaboration with the appropriate DTPB team members.

In collaboration with DTPB's internal PR department and its other agencies, CONTRACTOR will create a comprehensive 14-month plan designed to be implemented at the beginning of each fiscal year, which starts October 1. The plan is to be presented 90 days prior to its recommended implementation, by July 1 annually. The plan is to include strategic measures that attract leisure and business travelers, as well as meetings planners, and include goals, objectives, strategies and tactics for the organization's PR initiatives for each fiscal year.

It will be the responsibility of CONTRACTOR to support the following strategies:

1. Development of an annual calendar of all proposed North American (USA) PR initiatives, inclusive of methods designed to best inspire destination awareness from leisure travelers, business travelers and meeting planners
2. Plan and execute public relations campaigns targeting specific audience segments – leisure travelers, business travelers, MICE market, travel trade, business, drive markets and others as needed
3. Integrate PR activities into DTPB marketing, travel trade, and group sales initiatives
4. Develop and maintain an evergreen press kit, to be updated annually
5. Prepare press releases and proactively, as well as reactively, pitch topics and story ideas that align with the directed content calendar to garner earned media impressions in both traditional and non-traditional media outlets
6. Filter day-to-day journalist requests and respond or provide recommended action
7. Coordinate a minimum of 12 individual media visits (known as "Destination Reviews" or "Site Visits") and a minimum of four group FAMs composed of top-tier travel writers to visit The Palm Beaches throughout the year. The contracted agency must be willing and able to send one representative to travel to The Palm Beaches to escort group FAMs.
 - a. Develop theme
 - b. Pitch and secure targeted journalists
 - c. Create a proposed itinerary with timeliness for consideration
 - d. Work with destination partners to execute
 - e. Follow up with resulting coverage to all the hosting partners
8. Coordinate a minimum of 2 satellite media tours including securing company, venue, talent, along with all supporting materials including b-roll/photography, talking points, and script.

Exhibit A-1

9. Secure, coordinate and execute national television broadcast opportunities on morning shows, talk shows, and news programs, including features, round-ups, promotions and other opportunities.
10. Pitch, schedule and attend a minimum of 2 media desk-side missions in key target markets
11. Schedule, coordinate and implement media reception(s)
12. Conduct press conferences, as needed
13. Develop speaking points as needed
14. Prepare written statements as needed
15. Pitching and securing thought leadership opportunities for key DTPB executives as needed
16. Identify and recommend to DTPB select domestic tradeshow for a PR representative to attend and conduct on-site interviews. Attend on behalf of DTPB as needed.
17. Submit award entries on behalf of client
18. Play-back articles to destination partners and provide updates in partner CMS database as needed
19. Participate in regularly-scheduled status calls, as well as ad hoc calls, with the PR department
20. Develop relationships with key journalists in key markets (USA)
21. Identify and build a shared media list of recommended key editorial decision makers to spread awareness of The Palm Beaches across traditional and digital media channels
22. Build and/or maintain a database of in-market leisure and trade journalists and facilitate introductions between the journalists and DTPB PR staff via email, phone calls and/or desk-side appointments. CONTRACTOR will be expected to set up interviews with in-market media and select members of DTPB leadership team. In-market destinations include New York, Boston, Philadelphia, Chicago, Washington, D.C., Houston, Dallas, Atlanta, Los Angeles, , Miami, Fort Lauderdale, Naples, Orlando, and Tampa and Jacksonville (listed markets are subject to be updated as needed and based on relevant airlift efforts)
23. Coordinate partnerships with organizations and events located within target markets that provide positive visibility and exposure for The Palm Beaches
24. Identify, plan and execute at least one turn-key experiential consumer activation that is in-line with the goals and objectives of Discover The Palm Beaches, complete from start to finish
25. Serve as a spokesperson on behalf of DTPB, as directed

26. Participate in imperative company meetings, as requested (about two to four times per year.)
27. Participate in quarterly collaboration strategy calls with all DTPB marketing agencies
28. Ad hoc copywriting, as needed, such as advertorials and community and government memoranda
29. Deliver a detailed report, monthly, which includes key performance metrics including earned media impressions, number of publicity hits, fulfillment of projects identified in SOW, and other determined benchmarks. Recap of efforts throughout the month covering public relations activities. The report should also include recap of earned media results with copies of clips generated during the month and be loaded into DTPB's digital CRM system, Simpleview. The report should also include feedback and advice on strategies to capitalize on any new opportunities
30. Utilize DTPB's real-time status sheet of all on-going projects, on Monday.com
31. Support crises communications as needed, including but not limited to weather situations, as well as geopolitical and economic variations that can impact visitation.

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EXHIBIT "B"

FEE CHART

Scope of Work - Professional Fees & Services		Frequency	Number Per Year	TOTAL
<i>For services detailed in Exhibit A</i>				
TOTAL: PER MONTH				\$18,000
TOTAL: PER YEAR				\$216,000

TOTAL CONTRACT NOT TO EXCEED PER YEAR				\$300,000
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ANTICIPATED TRAVEL AND ENTERTAINMENT

Based on the number of trips anticipated to attend meetings, workshops, activations, etc., estimated travel expenses for CONTRACTOR will not exceed \$25,000 per annum, on an as needed basis.

TRAVEL/EVENT	POTENTIAL ATTENDEES
Media Visits	Account Director, Account Supervisor, Account Manager
Annual Tourism Event	CEO, Managing Dir., Account Dir., Account Supv., Account Mgr
Quarterly Workshop Meetings	CEO, Managing Dir., Account Dir., Account Supv., Account
Mgr Destination Reviews	Account Director, Account Supervisor, Account Manager
Site Visits	Account Director, Account Supervisor, Account Manager
Group FAMS	Account Director, Account Supervisor, Account Manager
Marketing Advisory Committee	CEO, Managing Dir., Account Dir., Account Supv., Account
Mgr	
Trade Shows & Conferences	CEO, Managing Dir., Account Dir., Account Supv., Account Mgr
Satellite Media Tours	Account Director, Account Supervisor, Account Manager
Media Receptions	Account Director, Account Supervisor, Account Manager
Press Conferences	CEO, Managing Dir., Account Dir., Account Supv., Account Mgr
Planning Meetings	CEO, Managing Dir., Account Dir., Account Supv., Account Mgr
Brand Retreat	CEO, Managing Dir., Account Dir., Account Supv., Account Mgr
Media Activations	Account Director, Account Supervisor, Account Manager
Board Meetings	CEO, Managing Dir., Account Dir., Account Supv., Account Mgr
Crisis Management	CEO, Managing Dir., Account Dir., Account Supv., Account Mgr
Training Seminars & Meetings	CEO, Managing Dir., Account Dir., Account Supv.,
Account Mgr	

Note: CONTRACTOR is prepared to revise the budget based on a revised scope due to unpredictable events or market conditions.

PASS THRU EXPENSES

Pass-thru expenses include items such as deposits, signage, talent fees, promotional fees, advance payment for venues, audio visual, decorations and other miscellaneous expenses as referenced in Exhibit "A" which are arranged by Contractor but fulfilled by other entities and billed at net cost (no markup). The total anticipated pass-thru expenses will not exceed \$50,000 per annum.