

AGREEMENT

This Agreement is entered into this 16th day of September, 2008, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter "County," and, THE ZIMMERMAN AGENCY, INC., hereinafter "Contractor".

WITNESSETH

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, County and Contractor do hereby agree as follows:

1. County and Contractor entered into an Agreement dated August 30, 2005 between County and Contractor for Public Relations Services, which Agreement allows for changes to be made to the agreement with prior written agreement signed by the parties thereto. The parties hereby agree to extend the Agreement to March 31, 2009.
2. The total cost of this extended contract will be \$69,800.00.
3. All other provisions of the August 30, 2005 Agreement remain in full force and effect.
4. This agreement shall become effective upon full execution hereof by both parties.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this AGREEMENT by their duly authorized signatories:

CONTRACTOR

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
President

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_ of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a \_\_\_\_\_ corporation, on behalf of the corporation.  
(State or place of incorporation)

He/she is personally known to me or has produced \_\_\_\_\_ as  
(type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, If Any

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Jane G. Sauls, Chairman  
Board of County Commissioners

DATE: \_\_\_\_\_

ATTEST:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

By: \_\_\_\_\_

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
Herbert W.A. Thiéle, Esq.  
County Attorney

**AGREEMENT**

THIS AGREEMENT dated this 30th day of August, 2005, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and THE ZIMMERMAN AGENCY, hereinafter referred to as the "CONTRACTOR:"

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR hereby agrees to conduct public relations programs to promote the Tallahassee-Leon County area as a preferred visitor destination through media development and familiarization tours. The Contractor should develop and maintain relationships with key travel and tourism journalists through ongoing media development activities which will allow greater access and success in securing positive editorial coverage of the areas visitor attractions. The Contractor should seek to generate the greatest amount of positive media exposure for the region through the securing of "third-party" endorsements. All promotional efforts and activities will be done on a regional, national, and international level.

The scope of services shall include, but may not be limited to the following: branding, news bureau, media campaigns, cyber PR, broadcast merchandising, community relations, product development, strategic alliances, marketing synergy, Media Relations, in-market news bureau, newsroom, media familiarization programs, media development missions, imaging, and publicity monitoring in accordance with the requirements of Leon County RFP number BC-03-22-05-32, said RFP and CONTRACTOR's response being incorporated into this agreement as if fully set out herein. All work is to be provided under the direction of the Leon County Tourist Development Council (LCTDC).

2. WORK

Pursuant to the SERVICES TO BE PROVIDED stated above, the CONTRACTOR shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in this agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

- A. Program Management and Periodic Review Provider will periodically review the overall composition of the public relations efforts and suggest program additions and/or modifications that will enhance program performance. Any changes in the public relations program resulting from these reviews must be implemented within the limits of the budget, compensations and schedule established in this agreement. CONTRACTOR will meet with LCTDC on regular basis and attend meetings or industry functions deemed appropriate by LCTDC or its designated representative. LCTDC shall have the right of approval of all work done by the CONTRACTOR and CONTRACTOR will make revisions to LCTDC recommendations.

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- B. Market Situation Analysis CONTRACTOR will examine all circumstances what will affect tourism to Leon County as they relate to past and present conditions of tourism in Leon County. This task shall include but is not limited to trends in growth, tax collections, depacements and significant political, legal and financial variables. Provider will also study the relative performance of the past and present advertising campaign with respect to a list of competitive destinations, developed and mutually accepted by the LCTDC and CONTRACTOR.
- C. Determine Target Markets Based on statistical information provided in the quarterly Economic Impact of Visitors Research reports as provided by the LCTDC's research CONTRACTOR, the CONTRACTOR will define target markets with respect to geographic, demographic, and lifestyle variables domestically and internationally.
- D. Determine Program Performance Goals CONTRACTOR will define the performance goals for the overall public relations program, including the forecasting of consumer and trade inquiries. The County and/or its representative will have the right of approval of all work done by the CONTRACTOR and CONTRACTOR will make revisions subject to county recommendations in this task.
- E. Determine Public Relations Strategy CONTRACTOR will secure additional awareness building opportunities for the county such as contests, participation in the media's consumer mall shows or special events, etc. CONTRACTOR will handle implementation of these programs to maximize this exposure. In addition, LCTDC and CONTRACTOR will identify one special Public Relations project that will be developed and implemented annually. The time for these projects will be covered by this task.

The performance of Leon County of any of its obligations under Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the Agreement for the current and any future periods provided for within the bid specifications.

3. TIME

The Agreement shall be for a period of one (1) year, commencing on October 1, 2005, and shall continue until September 30, 2006. After the initial one (1) year period, at the discretion of the County, the Agreement may be extended for no more than two additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current period.

4. CONTRACT SUM

LCTDC agrees to pay CONTRACTOR in the following manner:

- a. LCTDC shall pay CONTRACTOR a fee (retainer) of \$90,000 at the rate of \$7,500 per month to cover time of CONTRACTOR personnel related to the planning and execution of public relations. In the event the allocated public relations budget is increased or decreased, the monthly service fee shall be adjusted in the same portion. Such adjustment in the service fee shall occur on the first service fee payment due immediately after such allocation adjustment and shall not be retroactive to prior monthly fees.
- b. CONTRACTOR will bill the LCTDC at the net cost for production of materials related to public relations.
- c. LCTDC shall pay the CONTRACTOR the net cost of all reasonable out-of-pocket expenses including, but not limited to the cost of travel, shipping, long distance, fax, copies, postage, delivery and supplies and upon the submittal of proper supporting documentation.

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- d. In no event shall the total of contractor's fee and all other expenses exceed the approved budget for public relations services.

5. PAYMENTS:

- a. LCTDC shall be billed on the first day of each month for fees for such month.
- b. LCTDC shall be billed for the cost of production at such time as the LCTDC approves the estimated cost. Billing adjustments shall be made for differences between estimated charges previously billed and charges actually incurred upon completion of each job or project.
- c. All invoices are net and due within 30 days of date of invoice. Where payment is not received in accordance with these terms, the CONTRACTOR reserves the right to cancel scheduled media activity. Any CONTRACTOR invoice not paid within 30 days of invoice shall accrue interest at a rate of 1.5% per month from the due date on the unpaid balance.

6. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

7. INSURANCE

Contractor shall carry professional liability insurance of the types necessary to protect the LCTDC from any professional liability arising under this agreement. The deductible, if any, shall not exceed \$50,000 and shall be maintained in force from the date of the contract until a date at least one (1) year following the actual completion and acceptance of the project by the LCTDC.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

- 1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
  - a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
  - c. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
- 2. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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3. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
  - a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured):
    1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
    2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
    3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
    4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
  - b. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.
4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*
6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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8. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

9. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

The CONTRACTOR shall maintain an adequate and competent professional staff and may associate with necessary specialists for the purpose of its services hereunder without additional cost to the County, other than approved out-of-pocket, reimbursable costs. Should the CONTRACTOR desire to utilize specialists, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

10. HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

11. PROPERTY RIGHTS

A Exclusive Property of the County. All intangible property including slogans, ideas or plans submitted or developed by the CONTRACTOR for the County during the term hereof, whether or not used, and any and all materials and other tangible property which the CONTRACTOR prepared for the County or acquired for its account pursuant to public relations programs for the County shall be the property of the County and used exclusively for the promotion of the County, provided that the County has paid the invoices rendered therefore, if any. Any of this property may be copyrighted, patented or otherwise restricted by the County as provided by the Florida Statutes. Neither the CONTRACTOR nor any approved subcontractor shall have any proprietary interest in the products and materials developed under this Agreement. There shall be no additional compensation for the rights and property granted under this paragraph. The County reserves the right of final approval of the disposition of said property.

B Contracted Materials and Services. All contracts for the acquisition or use of goods and services shall be entered into and signed by the CONTRACTOR to the end that all materials, properties and rights obtained by virtue of such contracts shall become the property of the County.

C Disposition of Property. When the CONTRACTOR shall determine that tangible property is of no further use in carrying out this Agreement, the CONTRACTOR shall notify the County in writing and shall clearly describe the particular items. The County shall then notify the CONTRACTOR in writing of the disposition the County's desires with respect to such items. All shipping and transportation costs shall be borne by the County, and the CONTRACTOR shall not be obligated to store the material at its expense except for a period not to exceed 30 days after notice has been given. These provisions shall apply whether the items in question are in the possession of the CONTRACTOR or third parties.

- D County Tangible Property. The CONTRACTOR shall hold for the County and account for or return upon request to the County any tangible property of the County which may from time to time be entrusted to the CONTRACTOR for the purposes provided herein. Further, CONTRACTOR shall make such property available for inspection and inventory as required by County policy and Florida Statutes.

12. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the M/WBE Participation Statement included as part of the bid response for this project, except when the County Good Faith Committee approves an exception. Any "Good Faith Statement" provided by a Contractor shall follow the requirements of the Florida Statutes, and must demonstrate through documentation that every reasonable effort has been made to achieve the requested percentage.

Contractors shall be responsible for securing proof of their M/WBE certification and providing copies to the County M/WBE Office. Also required is a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

13. ACCOUNT COORDINATION

In the performance of these services, the CONTRACTOR shall at minimum designate an account supervisor and account executive who will be the principle contacts in performance of these services.

14. PUBLIC RELATIONS PLANNING

The CONTRACTOR shall develop and implement public relations programs for the County only after first submitting overall program and individual project goals, objectives, and strategic action plans to the Executive Director for County approval. The CONTRACTOR shall not incur any public relations obligations, provide any services for the County's account, or make financial expenditures, direct or indirect, for the County account without first obtaining written approval from the Executive Director or duly designated member of the TDC. This written approval shall be a signed estimate of costs and a work order, both in formats acceptable to the County, containing full descriptions of the proposed programs or other projects and estimates of the costs of the obligations or services involved.

- a) Timing. The CONTRACTOR shall submit to the Executive Director for approval a preliminary public relations plan and budget for each fiscal year on or before July 1 in the year prior. This preliminary plan shall be consistent with the goals of the County's tourist development plan and outline all public relations program needs. A final public relations plan and budget will be submitted on or before July 31 in the year prior. Public relations plan updates shall be presented for TDC approval at the regularly scheduled TDC meetings during each respective fiscal year.
- b) Effectiveness. The CONTRACTOR shall establish measures which will evaluate the effectiveness of all public relations programs and incorporate these measures into each fiscal year's public relations plan.

15. PROGRESS REPORTS

The CONTRACTOR agrees to provide periodic progress reports in a format acceptable to the TDC at regularly scheduled meetings and a final report at the end of each fiscal year. These progress reports shall compare actual accomplishments and results with goals and objectives established at the beginning of the year. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the CONTRACTOR and of the details thereof. Coordination shall

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be maintained by the CONTRACTOR with the Executive Director or other designated representatives of the TDC. Either party to the Agreement may request and be granted a conference.

16. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

17. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

18. TERMINATION

Leon County may terminate this Contract without cause, by giving the CONTRACTOR thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto sixty (60) days written notice of termination. The County shall not be required to give CONTRACTOR such thirty (30) day written notice if, in the opinion of the County, the

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CONTRACTOR is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the CONTRACTOR.

- A. Termination. Either party may terminate this Agreement by giving the other party written notice at least sixty (60) days prior to the effective date of termination. Upon receipt of notice of termination, the CONTRACTOR shall provide only those services and incur only those expenses specifically approved or directed in writing by the County. All other rights and duties of the parties shall continue during such notice period, and the County shall be responsible to the CONTRACTOR for payment of any contract obligation incurred with third parties during this period only if approved in advance in writing by the County.
- B. Termination For Breach. This Agreement may be terminated with 24 hours written notice by the County for breach for failure of the CONTRACTOR to perform pursuant to any of the provisions or requirements set forth herein. Delivery of notice shall be made, in the event of such termination, to the CONTRACTOR at the address indicated above.
- C. Assignment Upon Termination. Upon termination of this Agreement the CONTRACTOR shall assign to the County all of its rights in contracts, agreements, arrangements, or other transactions made with third parties for the County account on the effective date of termination or on such other date as may be agreed upon by the parties. In the event any contract is non-assignable or the CONTRACTOR cannot obtain a release from its obligations, the CONTRACTOR shall continue performance as directed by the County, and the County shall meet its obligations, as to the unassigned or unreleased contracts only, to the CONTRACTOR as though this Agreement had not been terminated.
- D. Termination Billings. Upon termination of this Agreement the CONTRACTOR shall bill the County for all amounts not previously billed and due the CONTRACTOR at that time. The CONTRACTOR shall not be entitled to payment for work commenced after the date notice of termination was received by the CONTRACTOR. The CONTRACTOR shall be entitled to payment for goods and services purchased during the termination period only if said purchases are approved in writing by the County after receipt of the notice or, with the express written consent of the County, for purchases approved prior to the effective date of termination.

19. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

20. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

21. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

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22. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

23. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

CONTRACTOR

WITNESS: [Signature] BY: [Signature]  
President  
WITNESS: Courtney Beals DATE 9-1-05

(CORPORATE SEAL)

STATE OF Florida  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 1 day of September, 2005.

By Carrie Zimmerman, President of The Zimmerman Agency, Inc.  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a Florida corporation, on behalf of the corporation. He/she is personally  
(State or place of incorporation)

known to me or has produced \_\_\_\_\_ as identification.  
(type of identification)

Wendy Kerr  
Signature of Notary  
Wendy Kerr  
Print, Type or Stamp Name of Notary  
Senior Vice President Finance  
Title or Rank  
DD 2204898  
Serial Number, if Any

WENDY KERR  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD264898  
EXPIRES 01/07/2008  
BONDED THRU 1-888-NOTARY1

LEON COUNTY, FLORIDA



BY: *Cliff Thael*  
Cliff Thael, Chairman  
Board of County Commissioners

DATE: 9-8-05

ATTEST:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

By: *John Stott, Deputy Clerk*

APPROVED AS TO FORM  
LEON COUNTY ATTORNEY'S OFFICE

By: *Herbert W.A. Thiele*  
Herbert W.A. Thiele, Esq.  
County Attorney

RFP Title: Request for Proposals for Public Relations Services for the Leon County Board of  
Development Council  
Proposal Number: BC-03-22-05-32  
Opening Date: Tuesday, March 22, 2005 at 2:00 PM

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Leon County Board of County Commissioners

by Carrie Zimmerman, Principal  
[print individual's name and title]

for The Zimmerman Agency  
[print name of entity submitting sworn statement]

whose business address is:

1821 Miccosukee Commons  
Tallahssee, FL 32308

and (if applicable) its Federal Employer Identification Number (FEIN) is 58-1708038

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- 1. A predecessor or successor of a person convicted of a public entity crime; or
- 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter

RFP Title: Request for Proposals for Public Relations Services for the Leon County Tourist Development Council  
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into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

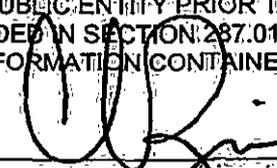
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this 21 day of March, 2005.

Personally known ✓

Wendy Kerr  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_  
\_\_\_\_\_  
(Type of identification)

Notary Public - State of Florida  
My commission expires: 1-7-08

Printed, typed, or stamped  
commissioned name of notary public

WENDY KERR  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD264898  
EXPIRES 01/07/2008  
BONDED THRU 1-888-NOTARY1