

MARKETING AND ADVERTISEMENT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) between Polk County (the "County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners, 330 W. Church Street, Bartow, Florida, 33830, and Clark/Nikdel, Inc. (the "Consultant"), a Florida corporation doing business as Clark/Nikdel/Powell, 62 Fourth Street N.W., Winter Haven, Florida 33881.

WHEREAS, the County desires to retain the services of a competent and qualified consultant to provide it a certain marketing and advertising services for Polk County Tourism and Sports Marketing; and

WHEREAS, the County has solicited for these services via an advertised request for proposals and has received numerous responsible proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals the County intends to engage the Consultant to provide it the required professional services; and

WHEREAS, the Consultant is agreeable to providing the County the required professional services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Consultant hereby agree, as follows:

1.0 Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the Chairman, Board of County Commissioners.

1.2 The initial term (the "Initial Term") of this Agreement shall be for a three (3) year time period, commencing upon the Effective Date and continuing in force and effect thereafter unless otherwise sooner terminated as provided herein.

1.3 The County may extend the Initial Term of this Agreement for up to three (3) one-year extension terms (an "Extension Term") upon the same terms and conditions stated herein by delivering notice to the Consultant not less than thirty (30) days prior to the expiration of the then-expiring term. The Initial Term and all exercised Extension Terms are, collectively, the "Term" of the Agreement.

2.0 Consultant Services

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #12-045, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto ((i) and (ii), collectively, "RFP 12-045"), all of which are incorporated into this Agreement by this reference. A complete copy of the Scope of Services section of RFP 12-045 and the Consultant's responsive proposal is attached as Exhibit "A" and made a part of this Agreement. Additionally, as part of the Services it will provide, the Consultant will contract for the purchase of all media time and space for advertising and printing of collateral material. The County will be billed directly by the advertisers and printers.

2.2 From time to time during the Term, the County shall specifically designate and authorize the Consultant to perform certain Services by issuing the Consultant a Purchase Order (the "Purchase Order") that describes a particular work project (a "Project") in detail. All provisions of this Agreement shall apply to each Purchase Order with full force and effect as if appearing in full within each Purchase Order. Each Purchase Order will specifically state the required Services to be performed and, as applicable, maximum limit of compensation, Project schedule, Project completion date, and Project liquidated damage amount. Each Purchase Order shall become effective upon its due execution.

3.0 Compensation

3.1 General

3.1.1 In consideration of its providing the Services, the County shall pay the Consultant a fee determined in accordance with the "Fee Schedule" which is attached hereto as Exhibit "B" and made a part of this Agreement. The Fee Schedule identifies the hourly fee that the County will pay the Consultant for the specific Services the Consultant will provide the County pursuant to this Agreement. The hourly fee stated on the Fee Schedule includes the full and complete amount payable to the Consultant for performing its Services except for any costs that may be reimbursable as stated in Section 3.2, below. If applicable to a particular Project, the Consultant shall credit the County in full for any documented media commissions and any discounts the Consultant obtains when making media purchases by and on behalf of the County in association with its providing the Services.

3.1.2 The hourly rates stated in the Fee Schedule shall be adjusted, as follows:

3.1.2.1 Commencing with the third Agreement Year of the Initial Term and continuing for each Agreement Year of each exercised Extension Term, each hourly fee stated on the Fee Schedule shall increase based upon any increase to the Consumer Price Index - All Urban Consumers, seasonally adjusted, U.S. City Average, All Items, (Base Period: 1982-1984 = 100) (the "CPI-U") as published by the United States Department of Labor, Bureau of Labor Statistics, during the immediately preceding Agreement Year. If the CPI-U decreases during the immediately preceding Agreement Year, then the hourly fee stated in the Fee Schedule shall remain unchanged from the prior Agreement Year. An "Agreement Year" is a time period that commences on the Commencement Date and on each subsequent anniversary thereof and continues for a twelve month time period thereafter (AS AN EXAMPLE ONLY: July 1, 2012 through June 30, 2013).

3.1.2.2 For each Agreement Year the hourly rates will be adjusted, each hourly rate shall increase to an amount equal to the product obtained by multiplying that hourly rate for the immediately preceding Agreement Year by a fraction, the numerator of which is the CPI-U for the first month of the immediately preceding Agreement Year and the denominator of which is the CPI-U for the first month of the Agreement Year for which the hourly rates will be adjusted.

3.1.2.3 Because the hourly rates for an Agreement Year will not be adjusted until the CPI-U for first month of that Agreement Year has been published, the County shall continue to pay the then-applicable hourly rates to the Consultant until the County receives the CPI-U information necessary to calculate any required adjustment to the hourly rates and notifies the Consultant of the adjusted rates.

3.1.2.4 If at any time during any Extended Term, the United States Department of Labor, Bureau of Labor Statistics, or its successor or equivalent, shall discontinue issuance of the CPI-U, the parties shall use another mutually agreeable

nationally recognized standard cost-of-living index and the hourly rates shall be adjusted in accordance with that index for the balance of the Extended Term(s). If the Base Period used to calculate the CPI-U is changed, then, if necessary, the figures utilized for such calculations shall be changed accordingly so that all increases in the CPI-U are taken into account notwithstanding any such change in the CPI-U Base Period.

3.1.3 The Consultant shall bill the County monthly for the Services it provides by delivering an invoice to the County in a form approved by the County Auditor.

3.1.4 All Consultant's invoices for Services provided to the County must reference the applicable Purchase Order number.

3.1.5 The Consultant's invoices shall state separate line items for each Project undertaken identifying total hours expended for each Project and the total fee charged for each Project.

3.1.6 Each individual invoice shall be due and payable thirty (30) days after the date the County receives a correct, fully documented invoice in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Tourism and Sports Marketing
2701 Lake Myrtle Road
Auburndale, Florida 33823
Attention: Director

3.1.7 In order for both parties herein to close their books and records regarding a particular Project, upon completing a Project the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County for that Project. The Consultant's submission of a Final Invoice is its certification that all Services for the Project have been properly performed and all charges and costs have been invoiced to the County. Each Project account will be closed upon the County's receipt of a Final Invoice. The Consultant hereby waives any Project charges not properly included on each such Final Invoice.

3.1.8 The County's payment of any Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Services or its acceptance of any Project work.

3.1.9 All Consultant's invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by the

County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.1.10 The Consultant's Project Manager or its designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursable

3.2.1 All Consultant's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's requests for payment of "out-of-pocket" expenses shall include copies of paid receipts, invoices or other documentation acceptable to the County Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services described in this Agreement or in the applicable Purchase Order.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Purchase Order the County issues to the Consultant and include the following:

- Overnight Deliveries
- Reproduction
- Sub-Consultant
- Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Polk County)

3.2.3 Mileage shall be reimbursed in accordance with Florida Statutes, Section 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 Reimbursable Expenses, including subconsultants, shall be reimbursed at cost.

3.2.5 Pre-approved travel costs shall be reimbursed in accordance with Florida Statutes, Section 112.061.

3.2.6 Any and all assets (e.g., durable goods) purchased as Reimbursable Expenses shall become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to Polk County Tourism and Sports Marketing upon (i) demand, (ii) termination of the Agreement, or (iii) the conclusion of the particular Project involving such assets, whichever occurs first.

3.2.7 The Consultant shall maintain a current inventory of all such assets.

4.0 Insurance

4.1 General Provisions

4.1.1 The Consultant shall at all times maintain the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the types and amounts of coverage not less than those set forth below. Prior to the County authorizing the commencement of any Services, the Consultant shall provide the County with a Certificate of Insurance for all such required insurance coverages and an opportunity to inspect a certified copy of each such required insurance policy. Thereafter, the Consultant shall annually deliver to the County a Certificate of Insurance satisfactory to the County evidencing that the Consultant maintains such insurance coverage and policies.

4.1.2 The County shall be named as an additional insured on all Consultant policies related to a Project, excluding professional liability and workers compensation. The policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the County.

4.1.4 Upon any failure by the Consultant to comply with the provisions of this Section 4, the County may, at its option and upon delivering notice to the Consultant, suspend the Consultant from the work of any Service for cause until there is full compliance.

4.1.5 The County may, at its sole discretion, purchase any such insurance required by this Agreement at the Consultant's expense. However, the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain and maintain the required insurance coverage.

4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultant's sub-consultants and sub-contractors shall be required to

include the County and the Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that any sub-consultant, contractor or sub-contractor used by the Consultant does not have a required insurance policy in force, or if any such insurance policy does not meet the required insurance limits, then the Consultant shall indemnify and hold harmless the County for any claim in excess of that party's insurance coverage.

4.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

4.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

The Commercial General Liability policy shall, by endorsement if necessary, provide contractual liability coverage for the contractual liability stated in Section 6.0, below.

4.4 Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care

5.1 Consultant represents to the County that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

5.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 Consultant shall, at no additional cost to the County, re-perform all those Services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirements of this Agreement.

5.4 The Consultant warrants that all Services shall be performed by appropriately licensed, skilled and competent personnel to the professional standards in the field.

6.0 Indemnification

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, County and Consultant agree to allocate such liabilities in accordance with this Section 6.0.

6.2 Indemnity.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents, free and harmless from and against any and all any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses whatsoever (including, without limitation, attorneys' fees, expenses, and costs during negotiation, through litigation and all appeals therefrom), pertaining to the death of or injury to any person or damage to any property arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance of this Agreement, or (iv) the negligent act, errors or omissions, or the intentional or willful misconduct, of Consultant, its sub-consultants, contractors, sub-contractors, agents,

employees and invitees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

6.2.2 County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 Consultant agrees that it bears sole legal responsibility for (i) its work and work product, and (ii) the work and work product of all its sub-consultants, contractors, sub-contractors and their employees, and (iii) for the Consultant's and each sub-consultant's, contractor's and sub-contractor's performance or non-performance of the Services required to be performed in accordance with this Agreement.

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 6.0 shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 County shall have no right to supervise the methods the Consultant uses to perform the Services, but the County shall have the right to observe the Consultant's (to include each sub-consultant, contractor, and sub-contractor) performance.

7.3 Consultant shall work closely with County in performing Services under this Agreement.

7.4 The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant shall have no right to speak for or bind the County in any manner.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice

8.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws

9.1 In performance of the Services, Consultant, and any sub-consultant, contractor and sub-contractor of the Consultant, will comply with all applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting

10.1 The County reserves the right to approve or reject all sub-consultants, contractors or sub-contractors the Consultant may engage to perform any portion of the Services and to inspect all related facilities of each such party.

10.2 If any sub-consultant, contractor, or sub-contractor fails to perform or make sufficient progress in providing any portion of the Services and the Consultant determines it necessary to replace that party so the Consultant can timely complete any Service, then the Consultant shall promptly do so, subject to the County's right to approve the new sub-consultant, contractor, or sub-contractor. The failure of a sub-consultant, contractor, or sub-contractor to timely or properly perform its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

11.0 Federal and State Taxes

11.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes

12.1 The Consultant understands and acknowledges that this Agreement will be void in the event the conditions under Section 287.133, Florida Statutes, relating to conviction for a public entity crime, apply to the Consultant.

13.0 County Responsibilities

13.1 The County shall be responsible for providing access to all County Project sites, and providing information in the County's possession that may reasonably be required by the Consultant to perform the Services, including: existing reports, studies, financial information, and other required data that are available in the files of the County.

14.0 Termination of Agreement

14.1 Either party may terminate the Agreement in accordance with Section 35, below.

14.2 This Agreement may be terminated by the County with or without cause immediately upon the County delivering written notice to the Consultant.

14.3 Unless the Consultant is in breach of this Agreement or another agreement with the County, the Consultant shall be paid for the Services rendered to the County's satisfaction through the date of the Agreement termination.

14.4 If the Agreement is terminated in accordance with this Section 14.0, then upon delivery of the required termination notice, and unless otherwise directed by the County, the Consultant shall:

14.4.1 Stop work on the date and to the extent specified in the notice.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

14.4.4 Continue and complete all parts of the work that have not been terminated.

15.0 Uncontrollable Forces (Force Majeure)

15.1 A party shall not be considered in default of this Agreement if it is delayed or

prevented from performing its obligations due to Uncontrollable Forces, the effect of which by the exercise of reasonable diligence the non-performing party could not avoid. The term "Uncontrollable Forces" means any event that (i) temporarily prevents or delays a party's performance of its obligations under this Agreement, and (ii) is beyond the reasonable control of the nonperforming party. Such events may include, but are not limited, to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performing its Agreement obligations if its nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 Within five (5) days after the occurrence of an Uncontrollable Force event that prevented or delayed its performance, the nonperforming party shall deliver written notice to the other party describing in reasonably sufficient detail the circumstances and Uncontrollable Forces preventing its performance of the affected Agreement obligations. If excused from performing any Agreement obligations due to the occurrence of an Uncontrollable Force event, the nonperforming party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its Agreement obligations. During any such time period the nonperforming party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its Agreement obligations.

16.0 Governing Law and Venue

16.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

17.0 Non-Discrimination

17.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver

18.1 A waiver by either County or Consultant of any breach of this Agreement shall not be binding unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the other party's then-existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of the Agreement, and shall not be construed as doing so.

19.0 Severability

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties shall reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this Section 19 shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement

20.1 This Agreement states the entire agreement between the parties with respect to is subject matter and there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.0 Modification

21.1 The provisions, terms, and conditions stated in this Agreement may not be modified, superseded, or otherwise altered unless by a written instrument signed by both the County and the Consultant.

22.0 Successors and Assigns

22.1 This Agreement shall be binding upon the successors and assigns of the County and the Consultant.

22.2 The Consultant shall not assign this Agreement without the express written approval of the County, which the County may withhold in its reasonable discretion. The County's approval shall be evidenced by an executed amendment to the Agreement.

22.3 In the event the Consultant is a party to a merger, then the surviving entity shall be substituted as the contracting party to this Agreement and such substitution shall be affirmed by an amendment to this Agreement. Any such substitution by merger shall not impair or defeat the County's rights stated in Section 22.2, above, or in Section 30.0, below.

23.0 Contingent Fees

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

24.0 Truth-In-Negotiation Certificate

24.1 The Consultant's execution of this Agreement serves as its execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date.

24.2 The County shall adjust the Consultant's wage rates and costs if the County

determines that the wage rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or to inaccurate representations of fees paid to outside consultants. The County shall exercise its adjustment rights provided pursuant to this Section 24.0 within one (1) year following the date of its payment of any improperly increased wages or costs.

25.0 Ownership of Documents, Information and other Property

25.1 The Consultant shall cooperate with other County consultants and shall timely provide those consultants any information requested in a timely manner and in the requested form. Any and all documents, records, disks, original drawings, or other information the Consultant prepares in connection with providing the Services shall become the property of the County for its use and/or distribution as the County may determine in its sole discretion. Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by Consultant. Upon the County's payment of any applicable invoice in accordance with Section 3.1, above, all slogans, ideas or plans the Consultant submits and the County accepts during the Agreement Term, whether or not used by the County, and any and all layouts, copy, artwork, films and other tangible materials that the Consultant prepares for the County or purchases for the County pursuant to Services rendered pursuant to this Agreement all become the County's exclusive property.

25.2 The Consultant shall hold for the County's use benefit any County tangible personal property which the County may from time to time entrust to the Consultant for use in association with its providing the Services. All tangible and intangible personal property the Consultant acquires in conjunction with the purchasing of any advertising shall be the County's property which the Consultant shall use exclusively to promote the County or for such other use(s) that the County may approve in writing. The Consultant may only dispose of any such property upon receipt of the County's written approval.

26.0 Access and Audits

26.1 Consultant shall maintain adequate records to justify all charges and costs incurred

in providing the Services and performing any Project work for at least three (3) years after the expiration or earlier termination of this Agreement. The County shall have access to all books, records, and documents that the Consultant must maintain in accordance with this Section 26 for the purpose of inspection or audit to be conducted during the Consultant's normal business hours at its usual place of business.

26.2 If the County's Auditor determines that the County has overpaid the Consultant because the Consultant has misrepresented its billable time or Reimbursable Expenses, then within seven (7) days after its receipt of the County's notice regarding the same, the Consultant shall deliver the full amount of any overpayment to the County. If the County incurs any fees, costs or expenses to recover the overpayment amount including, but not limited, to administrative, accounting, and attorneys' fees, costs and expenses, then the Consultant shall pay the County the full amount of the same as such fees, costs and expenses come due.

26.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to the County pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

27.0 Notice

27.1 Any notice, demand, communication, or request that is required to be delivered to a party hereunder shall be in writing, addressed to the party for whom it is intended, and delivered at the place last specified by such party: (i) in person, (ii) via a nationally recognized overnight delivery service (e.g., Federal-Express); or (iii) via Certified United States Mail, postage prepaid, with return receipt requested. The parties initially designate the following as their respective places for delivery of notice:

As to County: Polk County Tourism and Sports Marketing
2701 Lake Myrtle Road
Auburndale, Florida 33823
Attention: Director

As to Consultant: Clark/Nikdel/Powell
62 Fourth Street NW
Winter Haven, Florida 33881
Attention: Christine E. Nikdel, President

27.2 Notices shall be effective when received or refused at the addresses specified above. A party may from time to time change the addresses to which its notice must be directed by delivering written notice to the other party in accordance with this Section 27.

27.3 Nothing contained in this Section 27 shall be construed to restrict the transmission of routine communications between representatives of the Consultant and the County.

28.0 Service of Process

28.1 In addition to serving notice in accordance with Section 27.0, above, a party shall also timely serve the following with copies of any legal process served on the other party:

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: Clark/Nikdel/Powell
62 Fourth Street NW
Winter Haven, Florida 33881
Attention: Christine E. Nikdel, President

29.0 Contract Administration

29.1 The Consultant shall perform and deliver the Services under the general direction of the Polk County Tourism and Sports Marketing Director who shall act as the County's representative during the Term of the Agreement.

30.0 Key Personnel

30.1 Consultant shall notify County in the event of any key personnel changes. To the extent possible, notification shall be made within ten (10) days prior to any proposed changes. The Consultant shall at the County's request remove without consequence to the County any sub-consultant, contractor, subcontractor or employee of the Consultant and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Katie Worthington
Name: Alex Nikdel
Name: Chris Nikdel
Name: Cathy Howard

31.0 Annual Appropriations

31.1 Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Consequently, any agreement, verbal or written, the County may make made in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon the County making annual appropriations for that purpose.

32.0 Liquidated Damages

32.1 The parties agree that because the amount of actual damages that the County would incur as a consequence of the Consultant's breach of the Agreement related to the timely delivery of Project work are not readily capable of being determined, liquidated damages will be assessed against the Consultant, not as a penalty but as the County's remedy for the Consultant's failure to meet any final deliverable date in a Purchase Order, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not delayed by reasons beyond the Consultant's reasonable control.

33.0 Unauthorized Alien(s)

33.1 The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services or other Project work. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the

Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

34.0 Additional Consultant Representations

34.1 The Consultant hereby represents and warrants the following to the County:

34.1.1 The Consultant is a corporation that is duly organized and in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

34.1.2 The Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule or regulation.

34.1.3 The Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

34.1.4 Each individual executing this Agreement on behalf of the Consultant is authorized to do so.

35.0 Default and Remedy

35.1 If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within thirty (30) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within thirty (30) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County.

36.0 Attorneys' Fees and Costs.

36.1 Except as stated in Section 26.2, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own

legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

37.0 Public Records Law.

37.1 The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The Consultant acknowledges that the County is required to comply with Article I, Section 24, of the Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute and constitutional provisions control over the terms of this Agreement. The Consultant will not disclose any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

38.0 LIMITATION OF LIABILITY.

38.1 IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

RICHARD WEISS
CLERK OF THE BOARD

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Sam Johnson, Chairman
Board of County Commissioners

Review as to form and legal sufficiency:

Date Executed: _____

Shawn Nourmety 5/18/12
County Attorney's Office Date

ATTEST:

CLARK/NIKDEL, INC.
a Florida corporation
d/b/a Clark/Nikdel/Powell

By: _____
Corporate Secretary

By: *Christine E. Nikdel*
CHRISTINE E. NIKDEL
[Print Name]

Alexander Nikdel
[Print Name]

President
[Title]

DATE: *5/30/2012*

Date: *5/30/2012*

SEAL



ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF FLORIDA COUNTY OF POLK
The foregoing instrument was acknowledged before me this
MAY 30 2012 By CHRISTINE E. NIKDEL
(Date) (Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. Who personally appeared before me at the time of notarization, and is personally known to me or has produced

PERSONALLY KNOWN as identification and did certify to have knowledge of the matters
(Type of Identification)

stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this MAY 30 2012

Melea L. Gernert
(Official Notary Signature and Notary Seal)

Commission Number _____



Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____
The foregoing instrument was acknowledged before me this _____
By _____
(Date) (Name of acknowledging partner or agent)

on behalf of _____ a partnership. Who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters
(Type of Identification)

stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____

(Official Notary Signature and Notary Seal)

Commission Number _____

Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____
The foregoing instrument was acknowledged before me this _____
By _____
(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the
(Type of Identification)

matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____

(Official Notary Signature and Notary Seal)

Commission Number _____

Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

Exhibit "A"

SCOPE OF SERVICES

Tourist Development Program

Participate in development of annual and long range marketing plans including branding and positioning, product development, creative advertising strategies and recommending media mix. Design and production of print, outdoor, online and broadcast advertisements, and collateral materials. Research and develop special promotions to stimulate tourism industry sales directed at consumer, trade, sports and international marketing, including creating co-operative advertising opportunities between the Tourist Development Council and its private sector industry partners. Location of personnel will be a factor and Polk County's preference is that the firm maintain an office within 45 miles of Polk County.

The approximate budget range is \$120,000 - \$150,000 per year, which covers agency compensation. The cost for media purchase and collateral printing is not included in this figure. Tourism and Sports Marketing pays net rate for media purchases.

TRANSMITTAL LETTER

March 14, 2012

Dear Procurement Director and Selection Committee,

It is our privilege to have an opportunity to respond to the Request for Proposal for the Polk County Tourism and Sports Marketing Advertising and Related Marketing Services. Over the last 15 years we have been fortunate to work as an extension of the staff at Polk County Tourism and Sports Marketing to support their dynamic marketing and communications efforts in a variety of ways.

As you will see in the following pages, CNP • Clark/Nikdel/Powell is heavily ingrained in the tourism industry within Polk County. Our co-owner, Chris Nikdel, is a graduate of the Southeast Tourism Society's Marketing College. Our Media and Public Relations Director and PCTSM Account Manager, Katie Worthington-Gernert, is a graduate from the University of Central Florida's Rosen School where she obtained a degree in Hospitality Management and Tourism. In addition to our history with PCTSM, we have also worked with many of our county's tourism partners over the years. We KNOW Polk County. We have a passion for Polk County. We live here. We play here. We volunteer here. We attend the events and festivals we are promoting to the tourist audience. We immerse ourselves into our work to fully understand the Tourist Development Council as an economic engine and, in turn, can assist the county's team to create and implement effective online and offline marketing strategies. Our close proximity is also an important cost-effective, timesaving benefit.

As an agency, we pride ourselves on continuous learning. In the evolving world of interactive media, we strive to stay on top of the latest trends to keep PCTSM on the cutting edge. The advantage with CNP is that you can have your portfolio of services – multiple, integrated communications disciplines – all under one roof. We can ensure that Polk County Tourism and Sports Marketing's message is as consistent as possible across all communications platforms.

In 2011, with the impending opening of LEGOLAND® Florida, we had the honor to assist Polk County Tourism and Sports Marketing in reinventing their brand and repositioning the county as the top destination for family friendly fun. This entailed a new identity package (logo and name), a complete redesign of the Vacation Guide, a redesign and upgrade of VisitCentralFlorida.org allowing the staff at PCTSM more control over the content of their website, developing a new ad campaign entitled "Fun...It's In Our Nature," and strategizing with the PCTSM team to evaluate the media placements and reach. As a result of these initiatives spearheaded by PCTSM, the Central Florida Visitors and Convention Bureau was named CVB of the Year by the Southeast Tourism Society. We are so proud to have been a part of that recognition. In addition, the Vacation Guide and the redesigned website recently took top honors winning Gold at the Polk County Advertising Federation Addy Awards and will go on to compete in the state awards.

continued next page

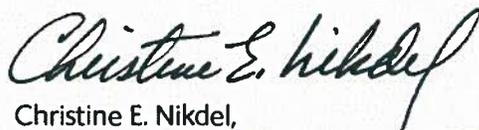
In summary, we believe that the relationship that has been forged over the course of the last 15 years is strong. We constantly challenge each other to be better, to be more creative and more innovative. We manage budgets to the penny and work to ensure PCTSM is effectively using the resources that have been allocated to media placement and strategy.

At CNP:

- Our reputation has been built on long-term client associations, forged by a "better-than-best" customer service.
- We strive to go beyond expectations for our clients every day – every time, while meeting budgets and deadlines.
- We are always fair and act at the highest level of integrity in our business practices.
- We pride ourselves on delivering strategic and tactical solutions we believe are right for every client.
- We create a teamwork culture that encourages collaboration, unified support and positive spirit.

Again, we appreciate the chance to continue to apply our disciplines to your challenges and opportunities – and to help make a real impact on the future growth and vitality of Polk County as a tourism and sports destination.

Sincerely,



Christine E. Nikdel,
President/Creative Director



Katie Worthington Gernert,
Account Manager, Media & PR Director

{ Introduction }



Organization

The PCTSM Core Project Team

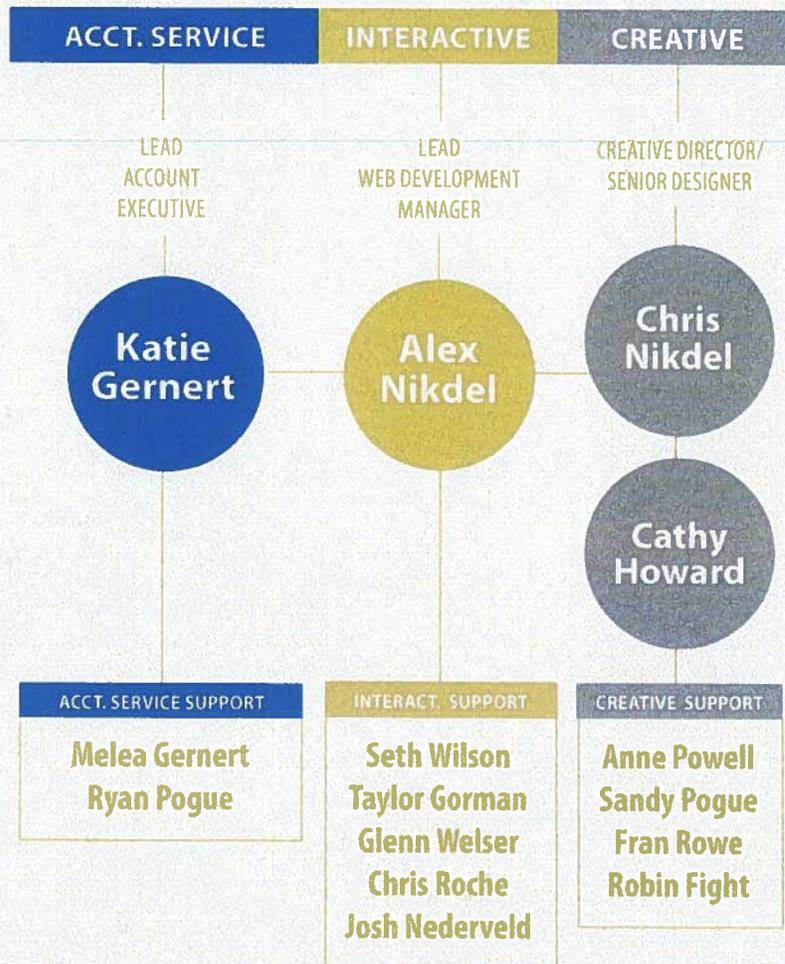
Katie Gernert - Account Manager, Media & PR Director

Alex Nikdel - Partner/Web Development Director

Christine Nikdel - Partner/Creative Director

Cathy Howard - Lead Graphic Designer/Art Director

The CNP Team



{ Past Experience
& Expertise }





TOURISM RELATED

Strategic communications experience in tourism for event planning and media placement. Graduate of Rosen School of Hospitality. Social media strategist.

Katie Worthington Gernert *Account Manager, Media & PR Director*

Katie would serve as the account manager for Polk County Tourism and Sports Marketing. This includes coordination of all projects, both online and offline, and would be the main point of contact for PCTSM. Katie is also a media strategist and would work closely with the staff of PCTSM when budgeting and allocating funds for their media placements. Katie is a graduate of the University of Central Florida and was valedictorian of her class from the Rosen School of Hospitality Management. She began her career in tourism as a front office and reception trainer for The Ritz-Carlton Orlando Grande Lakes where she learned customer service and retention strategies from one of the leaders in the hospitality industry.

Katie brings considerable experience in strategic thinking, communications, event planning and media relations. She is a member of the Dick Pope/Polk County Chapter of the Florida Public Relations Association, served as the founding chairwoman of the Winter Haven Young Professionals Group and is currently serving as chairwoman for the 2011-2012 Greater Winter Haven Chamber of Commerce Foundation. She recently presented a seminar for the Winter Haven Chamber of Commerce in cooperation with Jackie Wallace, Public Relations Representative at LEGOLAND® Florida, on Social Media and using customer service as a marketing strategy. She is dedicated to the future of Polk County, serving Polk Visions' New Polk Initiative and organizing the first annual Polk Emerging Leaders Awards, a county-wide recognition for young professionals contributing to improving Polk County.

RESUME

WORK EXPERIENCE

- 2011 – present** **CNP, Public Relations Director and Account Executive**
Create and implement all public relations programs for clients and agency including development of publicity events and press releases. Develop and carry out strategic marketing plans for clients, including social media outreach. Coordinate and implement media plans for print, radio, television and online media.
- 2007 – 2010** **Bond Clinic, P.A. – Winter Haven, Director of Reception, Public Relations and Customer Service**
Manage the marketing and public relations efforts for the clinic, including media planning, event planning, collateral creation and distribution and website content management.
Developed and conducted employee and physician customer service training program.
Planned and implemented employee satisfaction survey and an ongoing online customer satisfaction survey.
Analyzed the results of said surveys for clinic executives.
- 2006 - 2007** **SunTrust Bank, Inc. – Winter Haven, Business Banking Officer**
Business consultant for small business owners in need of commercial lending or business banking.

EDUCATIONAL BACKGROUND

University of Central Florida- Orlando, FL BS - Hospitality Management with concentration on Business Administration/Communications

ASSOCIATIONS AND ACTIVITIES

- Member – Dick Pope - Polk County Chapter - Florida Public Relations Association**
- Winter Haven Chamber Foundation 2010-2012 Chair**
- Member – Leadership Winter Haven XXVIII**
- Founding Chairwoman- Winter Haven Young Professionals Group**
- United Way of Central Florida Young Leaders Member**
- United Way of Central Florida's Women's Leadership Council**



TOURISM RELATED

**Web and social media strategist.
Attraction training in operations
and customer service.**

Alex Nikdel *Partner/Web Development Director*

Alex Nikdel would serve the PCTSM in the areas of interactive and social media. A native of Winter Haven, Florida, Alex has worked in various web-related jobs for the past ten years, from server administrator to web developer. During his years in school, he worked for a search engine, a software company and was a teaching assistant for a programming and web development class at the University of Florida. He earned a Bachelor's degree from UF in Industrial and Systems Engineering in 2007. After a brief stint as a practicing industrial engineer at Walt Disney World, he returned to his roots and joined CNP in 2009. He brought with him a wide range of industry knowledge and a focus on process efficiency.

RESUME

WORK EXPERIENCE

May 2009 – Present CNP, Winter Haven

Duties include: Director of Web Development. Focus on the client and providing them with the tools to create a professional presence on the Web. Coordinate initial contact with Web Development clients. Meet with clients to fully understand their companies and the industries in which they compete in order to provide the most effective website for their needs. Working with web team to bring projects to completion.

2008-2009

Walt Disney World Company, Industrial Engineer

Developed reporting criteria that helped drive key Vacation Planner and Resort Concierge sales strategies. Conducted operations assessment of Disney Sports Travel and implemented new technology solution to track teams. Performed business assessment of Disney Cruise Line's call center including an impact analysis of the Internet booking engine. Developed recommendations regarding global resort room renovation strategies.

2001-2008

Vertical APS, LLC Director Engineering & Application Development

Manage and mentor a team of four part-time developers on large website projects. Delivered projects on time and often under budget. Redesigned and deployed an enterprise-class directory publishing system.

2001-2005

Kingham Software, Inc., Website Developer

Developed database-driven websites for clients in a variety of industries including healthcare, energy, manufacturing, real estate and financial services.

EDUCATIONAL BACKGROUND

University of Florida – Bachelor's Degree in Industrial & Systems Engineering 2007

PROFESSIONAL/CIVIC ACTIVITIES

Member – American Advertising Federation – Polk County

Member – Leadership Winter Haven XXXII

Member – Winter Haven Young Professionals Group

Member – Central Florida Gator Club

Theta Tau Professional Engineering Fraternity • Member – Institute of Industrial Engineers



TOURISM RELATED

TMP Designation – Southeast Tourism Society
CBS – Certified Brand Strategist designation
Concept/Brand work for Visitor Guides and Ad Campaigns and other collateral.

Christine Nikdel *Partner/Creative Director*

As Creative Director, Chris leads the CNP team for PCTSM's marketing efforts. Chris has more than 30 years of experience in advertising and design studios in Los Angeles, California; Hartford, Connecticut; and Gainesville, Florida; and in a package design studio in Melbourne, Australia. Her experience includes creative planning, campaign concepts and execution and supervision of all print materials, outdoor advertising, package design, signage design and trade show exhibit design.

RESUME

WORK EXPERIENCE

- 1991-Present** CEO and in charge of daily operations, account service, creative director/design, brand development, new business for print and web. Specialties include: Corporate identity, special events planning & marketing, exhibit design, ad campaign concept, strategy & implementation, publication design, and packaging.
Clients have included: Polk County Tourism & Sports Marketing, PSC Foundation, Association for Corporate Contributions Professionals (ACCP), Bok Tower Gardens, Six-Ten Corporation, Central Florida Development Council, Summit, MIDFLORIDA Credit Union, PSC Foundation, LRMC Foundation, and a cross section of all types of service businesses throughout central Florida including law firms, real estate, non-profit entities.
CNP does both B to B and B to C.
- 1983-1991** **Freelance Graphic Designer - Polk County, FL**
Worked as a freelance designer for a variety of clients throughout Polk County while raising 3 children.
- 1981-1983** **Graphic Designer - Pollard Design & Advertising, Hartford, CT**
- 1979-1981** **Graphic Designer - Courtney Grubb & Associates, Melbourne, Australia**
Duties included graphic design of printed materials with specialty in packaging and point-of-purchase items.

EDUCATION BACKGROUND

- 1974 University of Massachusetts – Amherst, MA – Bachelor of Fine Arts Degree**
1979 University of Florida – Gainesville, FL – Masters Degree in Art

PROFESSIONAL ASSOCIATIONS & AFFILIATIONS

- Board Member** – American Advertising Federation – Polk County
Member – Dick Pope - Polk County Chapter - Florida Public Relations Association
Class XIX – Winter Haven Leadership Alumni
Founding Partner - VisitFlorida
Member – Chambers of Lakeland, Winter Haven, Lake Wales, Bartow
Member – Second Wind - An Agency Network for more than 10 yrs.
Member – Brand Establishment - Agency Network
Class V – Polk Leadership

AWARDS & HONORS

- Silver Medal Recipient** - American Advertising Federation – Polk County
Ad Woman of the Year - American Advertising Federation – Polk County
Recipient of numerous Addy Awards over 30 years, including 3 Best of Shows, 10 State Addys



TOURISM RELATED

Managed production and created overall look of visitor guides, carrying thru the initial designs and all the creative work. Art director for all photography shoots. Excellent copywriting skills.

Cathy Howard *Senior Graphic Designer/Art Director*

Cathy Howard would serve PCTSM in the roles of graphic design, production of printed materials and digital enhancement. Polk County native and Lakeland resident, Cathy has more than 37 years of advertising experience. She has been at CNP for 20 years. Her diverse skills include concept/design, layout, copywriting, photography and digital enhancement. Her extensive experience has served clients in fields such as banking, trucking, manufacturing, agriculture, real estate, health care, education, retail and tourism. She is a member of Florida Professional Photographers and Professional Photographers Guild of Mid-Florida. In 2007 Cathy earned the Florida Service Award (FSA degree) from the Florida Professional Photographers.

RESUME **WORK EXPERIENCE**

- | | |
|---------------------|--|
| 1992-Present | CNP, Winter Haven, FL
Art Director / Graphic Designer. Responsible for concept, design, typography and art production on print advertising and collateral projects. Photography scanning and enhancement. Client service. |
| 1990-1992 | Scotty's Corporation, Winter Haven, FL
Graphic Designer. Responsible for creation and production of projects for newspaper, in-store and outside collateral. Art direction and supervision of photography department on project basis. |
| 1989-1990 | Sun State Development Corp., Lakeland, FL – Advertising Manager. Responsible for budgeting, design, illustration, copywriting, photography, production supervision, media planning/placement, event planning and fulfillment. |
| 1988-1989 | Genesis Group V Advertising, Lakeland, FL – Vice-President and Co-owner. Responsible for administrative duties, cost and time tracking and analysis, art direction/graphic design. |
| 1983-1988 | Land Advertising, Inc., Lake Wales, FL – Vice-President, Secretary/Treasurer. Art director. |
| 1973-1983 | O'Doski Advertising & Public Relations, Inc., Bartow, FL – Art Director. |

EDUCATIONAL BACKGROUND

Attended Polk Community College, Winter Haven, FL

AFFILIATIONS

- Member** – American Advertising Federation – Polk County
- Member, Past Board Member** – Professional Photographers of Mid-Florida
- Member, Past Board Member** – Florida Professional Photographers, Inc.



Anne Powell *Partner/Creative Director*

Anne Powell, a native of Lakeland Florida, and agency co-owner, has 29 years of design and advertising agency experience, has been at CNP for 19 years and a partner in the firm for 13 years. Her experience includes campaign development, award-winning design work, corporate identity development, as well as account service. She has a proven track record for creating ads that sell product, is known for her fresh and original work and has won numerous local and state advertising awards, including two best-of-show designations. Powell serves as vice-president, main account representative, supervisor, creative director and graphic designer for CNP. Prior to joining CNP, Anne owned and operated her own graphic design studio. She still manages the accounts of those clients who followed her to Clark/Nikdel/Powell, while pursuing new business development. Anne has a BA in Graphic Design from the University of Florida.

RESUME

WORK EXPERIENCE

-
- | | |
|----------------|---|
| 1999 - present | CNP, Winter Haven
Vice President, Creative Director and Account Executive

Co-directs agency operations with Chris Nikdel
Creates and designs print materials for clients
Develops and implements strategic marketing plans for clients |
| 1993 - 1999 | Clark/Nikdel, Inc., Winter Haven
Account representative; created and designed advertising and marketing materials |
| 1983 - 1993 | Freelance Graphic Designer while raising 2 children with husband, John Powell
Graphic designer and account representative, Lakeland |
| 1980-1981 | Pearson, Clarke & Sawyer Advertising, Lakeland
Graphic Designer |
| 1976-1980 | Nissen Advertising, Lakeland
Graphic Designer |

EDUCATION

1976 University of Florida, Gainesville, B.A. in Graphic Design

PROFESSIONAL ASSOCIATIONS & AFFILIATIONS

Board Member – American Advertising Federation – Polk County 2005 - 2009

Silver Medal Recipient - American Advertising Federation – Polk County

Ad Woman of the Year - American Advertising Federation – Polk County

Recipient of numerous Addy Awards over 30 years, 2 Best of Shows.



Melea Gernert *Business & Public Relations Manager*

Business and public relations manager, Melea Gernert's role with PCTSM is assisting in creative concepts, copywriting and, in tandem with Katie Worthington Gernert, public relations functions. Melea brings to CNP a 30-year advertising and public relations background. She has been with CNP since 1997. Her experience includes co-ownership of Gernert & Goddard, Inc., a public relations and marketing firm, for more than 10 years during which her company acted as the management firm for the Florida Public Relations Association (FPRA). FPRA is the largest statewide public relations association in the nation. Her background includes concept/creative work, copywriting, media placement, public/media relations account service and special event coordination. She is a member of FPRA, is on the board of the Polk State College Alumni Association and the board of the Humane Society of Polk County and is a co-founder of Historic Winter Haven.

RESUME

WORK EXPERIENCE

- 1997 – Present:** **CNP, Winter Haven**
Duties include: Copywriting and Conceptual Planning, Public Relations Account Service
- 1985-1996** **Gernert & Goddard, Inc. Public Relations, Winter Haven**
Co-Owner
- 1978-1982** **Nissen Advertising, Lakeland**
Database management and accounting

EDUCATIONAL BACKGROUND

1973 Graduate, Polk Community College

PROFESSIONAL/CIVIC ACTIVITIES

- 1990** Co-founded Historic Winter Haven
Member – Girls Inc. Board of Directors 1996
Member – Leadership Winter Haven XX Alumni
Member – Dick Pope - Polk County Chapter
Florida Public Relations Association
Committee Volunteer – Winter Haven Leadership Alumni
Board Member – Humane Society of Polk County
Board Member – PSC Alumni Association

AWARDS/HONORS

- 1999 Florida Public Relations Association Doris Fleischman Award**
Copywriter/Conceptual author for numerous Addy Awards with CNP team



Mark Adkins *Content Strategist/Copywriter*

Mark is a disco-era graduate of the University of Florida. A boiled peanut man trapped in a world of shiny polyester leisure suits, he survived this dark time by taking refuge in Eat A Peach played at disturbingly high volume levels.

For 30 years (or thereabouts), words and images have been his playthings. He is constantly searching for fresh, new combinations of these toys to help clients raise awareness, find customers, sell products and services, and become breathtakingly successful. He has worked in tourism, banking and finance, logistics, consumer services, the arts, technology and many other categories.

RESUME

WORK EXPERIENCE

2010 - Present

CNP, Winter Haven, Florida

- Senior Copywriter/Content Strategy. Responsible for development of creative content for both traditional and non-traditional media, as well as in the social media realm.

2008 - 2010

Inferno, Memphis, Tennessee

- Associate Creative Director/Senior Copywriter. Create, write, facilitate integrated campaigns for traditional and new media, manage creative teams, serve on core agency leadership team. Clients: The Recording Academy, FedEx, NuVasive Medical Products, Putter Winbrook Menswear, Primacy Relocation.

2004 - 2008

Creative Resources Consultant, Memphis, Tennessee

- Provide communications strategies, writing and creative services for diverse mix of non-profit clients, including Metropolitan Inter-Faith Association, The Episcopal Church (national and local), CREDO Institute, Inc., and the National Tourism & Heritage Association.

1989 - 2004

Archer>Malmo, Memphis, Tennessee

- Copywriter/Senior Copywriter/Associate Creative Director. Conceive, write and facilitate campaigns for all media. Manage creative teams. Day-to-day department management duties. Core new business team member. Clients: Memphis Convention & Visitors Bureau, Rock 'n' Soul Museum, Hard Rock Café, Memphis Arts Council, Memphis Symphony Orchestra, Bryan Foods, FedEx Aviation Services, Valent U.S.A., Conwood Company, L.P.

AWARDS & INDUSTRY

RECOGNITION

- New York Art Directors Club • New York Festival Awards • Advertising Age • American Advertising Federation
- ADDYs • John Caples Direct Marketing Awards • Show South • Telly Awards • FedEx Bravo Zulu Award

EDUCATIONAL BACKGROUND

University of Florida, B.S. Degree in Advertising

Vanderbilt University, Post-Graduate Studies



Taylor Gorman *Web Designer/Developer*

Taylor Gorman first discovered he was interested in design when he successfully penciled a picture of Amelia Bedelia in second grade. Then a high school course in HTML and CSS (tables were on their way out) showed him he enjoyed the intricacies of Web development as well. After learning much at his first graphic design job, he ventured into the world of freelance which carried him through his college years at Polk Community College and the University of Central Florida. In May 2009 he graduated from the Digital Media department in the College of Arts and Humanities at UCF. It was there he gathered advanced training in the PHP and Javascript programming languages. Soon after that he was recruited by CNP as a Web developer.

RESUME

WORK EXPERIENCE

- June 2009 - Present** **CNP – Web Developer**
Design and develop websites for a variety of clients and industries.
- 2008 - 2009** **EDITTEAM, Winter Park, Florida**
Edited photography for wedding photographers nationwide using Adobe Bridge and Camera Raw.
- 2008** **University of Central Florida, Orlando, Florida**
Instructor – Taught a Digital Imagery lab for 75 students
- 2004 - 2006** **First Baptist Church at the Mall – Graphic Designer / Web Designer**
Designed and created banners, posters and signs. Assisted with web maintenance by designing and producing assets, updating regularly changing content. Designed and managed a digital signage project.

SKILLS AND CAPABILITIES

- Experienced on both Windows and Macintosh platforms
- Proficient with Adobe's Bridge, Photoshop and Dreamweaver
- Much experience with HTML, CSS and PHP (including the WordPress platform)
- Knowledge of Final Cut Pro and Adobe's Flash and Illustrator
- Additional Work experience in the fields of video shooting, video editing, print design

EDUCATIONAL BACKGROUND

- University of Central Florida – Bachelor's in Digital Media**
- Polk Community College – Associates of Liberal Arts, 2006**



Seth Wilson *Online Marketing Manager*

Winter Haven native Seth Wilson, a communications graduate of LSU and former football player there, serves as online marketing analyst for CNP. Seth has previously worked for Dealer.com as a support analyst, and Small Dog Electronics as a service writer and tech consultant. With a special focus in search engine optimization and search engine marketing, Seth brings specialized skills to the post to ensure that client websites function effectively and meet predetermined marketing goals. He is a certified Google AdWords and Apple OS technician, and has received extensive training in various web tools, technology applications and software platforms.

RESUME

WORK EXPERIENCE

2010 - Present

CNP, Winter Haven, FL
Online Marketing Analyst
• Search Engine Optimization
• Online Marketing

2007 - 2009

Dealer.com
Support Analyst
• Corrected issues with customer car dealer websites and backend tools.
• Worked with Flash, HTML, JavaScript and Perl.
• Supported Dealer.com's e-mail and automotive inventory systems.
• Performed quality assurance on customer websites and inventory.

2006 - 2007

Small Dog Electronics
• Service Writer, responsible for billing, customer communication, and initial diagnosis of Macintosh computers and accessories.
• Acted as an onsite technical consultant.
• Charged with development an all-new ticketing system that was fully integrated into existing Small Dog accounting software.

2003-2006

LSU Foundation
• Manager LSU Annual Funds, responsible for reaching out to alumni and friends of LSU to raise funds for academic programs.
• Compiled and maintained alumni database.
• Managed 75 student fundraisers using direct mail and telefunding.
• Managed Katrina Student Relief Fund a nationally televised effort that raised \$5.4 million.

CERTIFICATIONS

- Experienced in both Windows and Macintosh platforms.
- Google AdWords certified.
- Apple certified laptop, desktop and OS technician.

EDUCATIONAL BACKGROUND

Louisiana State University – Bachelors in Communication Studies

Frances Rowe *Senior Graphic Designer/Production*

Fran Rowe would serve the PCTSM account in graphic design and print materials production. A native of Bartow, Florida, Fran joined CNP in February 2004. She brings with her more than 29 years of experience in the publication and advertising industries where she has served as layout artist, graphic designer, production supervisor and network manager. Her vast experience comes into play at CNP as a print production specialist working on layout, design, publication coordination, as well as client and vendor contact.

RESUME

WORK EXPERIENCE

- 2004 - Present **CNP, Winter Haven**
Duties include print production, client liaison work, photo illustration and retouching, ad production to multiple sources, display production and file prep. Creative team member.
- 1984 - 2004 **Ad-Pro, Inc./The Real Estate Photo Guide**
System manager, designer/production artist, work flow coordinator.
- 1976 - 1980 **The Polk County Democrat**
Newspaper ad production, page layout, substitute lithographer.
- 1974 - 1975 **O'Doski Advertising**
Production assistant for print materials.

EDUCATIONAL BACKGROUND

Attended Polk Community College - 2 years

Robin Fight *Graphic Designer/Illustrator*

Robin Fight began working at CNP in March 2008 as a graphic designer. She handles design and production work for a variety of projects. Prior to joining the agency, Robin worked as a freelance designer for several clients including Sun 'n Fun Fly-In and Bok Tower Gardens. In 2004, Robin graduated Summa Cum Laude from the University of Central Florida with a Bachelor of Fine Arts degree and a specialization in graphic design.

RESUME

WORK EXPERIENCE

- 2008 - Present **CNP, Winter Haven**
Production and layout/design collateral materials and illustrations for print, including magazine ads, brochures, invitations/mailers, posters, banners, billboards and many other forms of communications materials.
- 2006 - 2008 **Free-Lance Graphic Designer, Polk County area**
- 2004 - 2006 **Ocean Optics, Inc., Dunedin, FL - Graphic Designer**
Designed promotional materials such as mailers, postcards, invitations, posters, print and web advertisements, CD packaging, tradeshow signage. Developed concepts, wrote copy for collateral materials.

EDUCATION BACKGROUND

University of Central Florida – B.F.A. degree with specialization in Graphic Design 2004.

Sandy Pogue *Senior Art Director/Photographer*

Sandy worked long-distance with CNP as a freelance designer for 13 years and became a permanent addition to the agency team in September of this year. From New England, she brings with her more than 20 years of experience in all areas of graphic design including copywriting, photography and creative brand management. Her portfolio contains many award-winning pieces, spanning many industries. Her work appeals to a wide audience and portrays an overall feeling of trust. Sandy's style has a "human" element that marries innovation and market trends with emotion and compassion.

RESUME

WORK EXPERIENCE

- | | |
|----------------|---|
| 2011 - Present | CNP, Winter Haven
Duties include graphic design work, illustration, concept design, branding, photography and print production |
| 2006 - 2011 | Bluehorse Creative - Meredith, NH
Co-owner, Creative Director, Designer, Illustrator and Photographer |
| 1999 - 2011 | Sandy Pogue Design - Freelance Creative Director
Worked for numerous clients in Florida, New Hampshire, North Carolina including CNP over last 13 years |

Ryan Pogue *Account Service/Media/Project Manager*

Ryan brings a high level of project management and marketing and media services to CNP.

Serving as coordinator and account manager for his own agency-style business, with his wife, Sandy, Ryan also understands the importance to being able to keep messaging consistent across media and working within client's budgets to maximize return on investment. With more than 17 years of studio and agency-style experience, he is instrumental in maintaining client satisfaction and bridging communications within the team - and with clients.

RESUME

WORK EXPERIENCE

- | | |
|----------------|---|
| 2011 - Present | CNP, Winter Haven
Duties include account services and client relations; project and print coordination; media and marketing strategy, planning, buying and placement; and social media campaign strategy and maintenance. |
| 2006 - 2011 | Bluehorse Creative - Meredith, NH
Co-owner, Client Services, Account Management and Marketing Director |
| 2003 - 2006 | General Engines Co. - Lake Wales, FL
National Sales Manager, Advertising & Trade Show Manager |

EDUCATIONAL BACKGROUND

Queens University - Charlotte, NC - 1995 - BA Communications, Minor Marketing

Chris Roche *Web & Mobile Applications Developer*

When Chris was in the seventh grade, he wanted to make a fan website for his favorite TV show. From that time forward, web development became his go-to hobby. Little did he know that it would one day become his career. About a decade later, in his last year at the University of Florida, Chris realized that the web was where he belonged from the start. After graduating in May 2011, he joined the CNP team. His work spans a broad range of development projects with a current focus on mobile applications. Prior to joining the agency, Chris was the lead developer for a web-based budgeting software for the Howard Hughes Medical Institute at the University of Florida. His development experience includes PHP, ASP.Net (VB/C#), JavaScript, C++, and Objective-C.

RESUME

WORK EXPERIENCE

2010 - Present

CNP, Winter Haven

Lead web developer specializing in PHP, Word Press, ASP.Net, mobile app development, including HTML5 and Objective-C.

1907 - 2010

Howard Hughes Medical Institute - University of Florida

Lead developer

EDUCATIONAL BACKGROUND

University of Florida - BS Computer Science 2011

Glenn Welser *Web Developer*

A new face at CNP, Glenn brings with him more than nine years of web development experience. During his career, Glenn has performed duties including server and database administration, project management and various support roles as well as lead programmer. A native of Wildwood, New Jersey, he has called central Florida home since the age of nine.

RESUME

WORK EXPERIENCE

2011 - Present

CNP, Winter Haven

Duties include web development focusing on PHP, Word Press and ASP.Net sites.

2002 - 2011

ePolk, Winter Haven

Web Developer

Central Florida Visitors & Convention Bureau

CNP has had the privilege of serving Polk County Tourism and Sports Marketing for more than 15 years. From participating in their budgeting and marketing plans, to designing their advertisements, to launching a new comprehensive website in 2011, CNP is an important partner in the strategic marketing efforts of Polk County. CNP becomes an extension of the PCTSM team to continually develop programs to promote tourism and sports in the region. The focus of PCTSM is "to put heads in beds and make the cash registers ring." Creative integrated campaigns are completed every year, as well as ads for many national publications, to help them meet this goal.

NEW PCTSM Brand Campaign: With the 2011 Opening of LEGOLAND® Florida, Polk County Tourism and Sports Marketing decided it was time to roll out an all-encompassing brand campaign that represented the paradigm shift in their target audiences. While they've always recognized traveling families as a target audience, the opening of the new park brings Polk County to a whole new level. Their goal is to stand out in the competitive tourism industry and to gear up for the influx of tourist families. A new logo family was developed as well as a whole NEW highly integrated website and Vacation Guide. Ads, both online and print, were developed and launched to support our destination. Fun...It's in our Nature is the brand positioning statement supporting both the uniquely beautiful nature here in our area as well as the fun people will have at LEGOLAND® Florida and our other attractions such as Fantasy of Flight and Bok Tower Gardens. We also assisted in re-evaluating the media plan to focus on the family friendly market and to target areas impacted by Direct Air flights coming to Lakeland such as Toronto, with targeted advertising.

This campaign, as well as marketing plans, earned the PCTSM the CVB of the Year for 2011 from the Southeast Tourism Society.

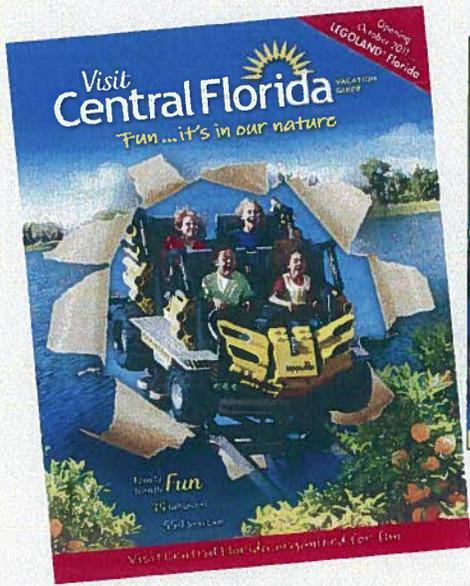
In addition to tourism, we also assisted sports marketing by redesigning their website and designing new trade show displays and general ads.



New Identity



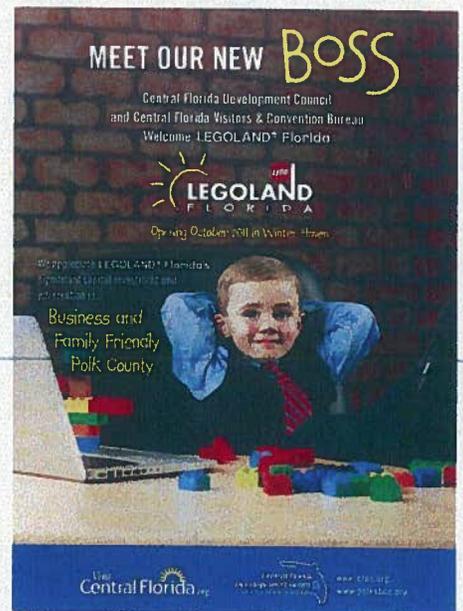
New Website



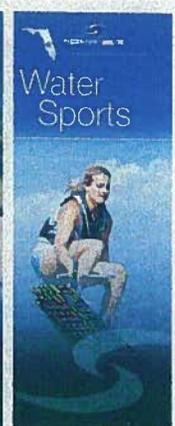
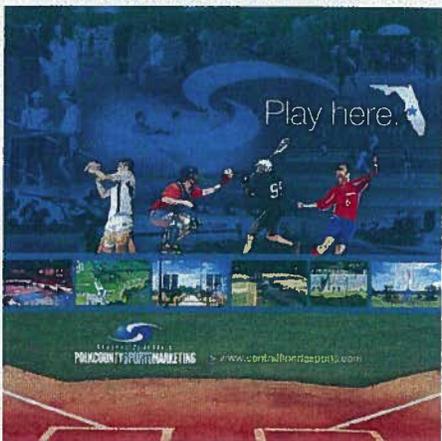
New Vacation Guide



Print and Online Ads



Print Ad for Tourism and Business



Sports Marketing Banners

MIDFLORIDA Credit Union

CNP has served MIDFLORIDA Credit Union since 1984, when it was a credit union for Polk County Schools but on the verge of expanding into the general public market and subsequently into other counties. Their goal was to make a name for themselves amid the more powerful national bank brands.

Over the years, we've contributed to the credit union's success by helping generate deposits and loans through mass media advertising, promotions and community outreach efforts. CNP is currently retooling MIDFLORIDA's website and recently launched a youth marketing initiative supported by a branded social media campaign.

Today, MIDFLORIDA has grown to 32 branches, more than 500 employees and more than \$2 billion in assets, while serving 150,000 members in Central Florida. Following an acquisition last year, MIDFLORIDA has expanded into the Tampa Bay area. CNP recently developed a TV campaign to support that effort and to raise awareness for MIDFLORIDA in that market.

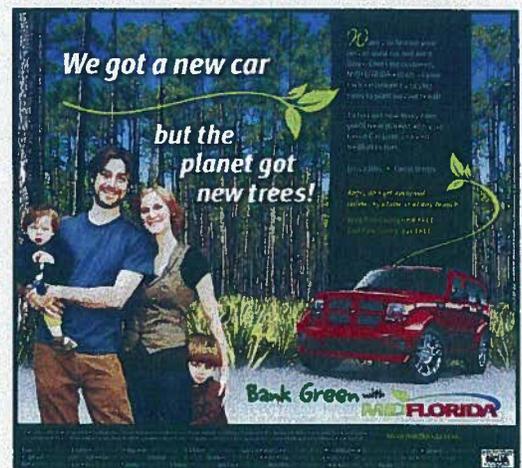
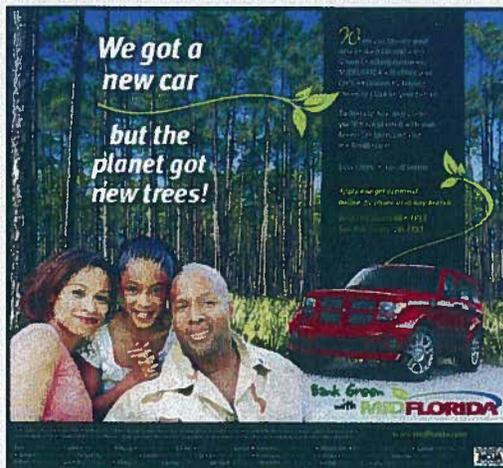
Green Checking Product Campaign



Vehicle Design



Brochure, Online Ads, Outdoor Boards, Print Ads



Lakeland Electric

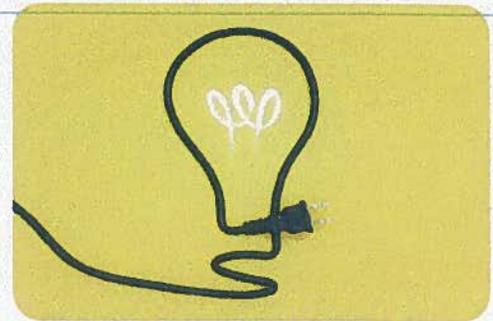
After being awarded a \$38 million contract to install smart meters and the associated infrastructure, Lakeland Electric chose CNP over a number of prominent national agencies to help the utility build awareness for the benefits of the smart-grid concept. This is an example of a fully integrated campaign, all under one roof.

Because all 120,000 customers in Lakeland are effected by such a far-reaching initiative, the campaign had to be multi-faceted to impact as many people as possible in as many ways as possible.

The first order of business was to create a branded design and theme that could be successfully applied to multiple communication tactics. The branding was incorporated into customer letters, door hangers, transit, clothing, service vehicles, billboards, specialty items, social media, event decorations, posters, customer statement inserts, as well as a website that serves as a comprehensive repository of information. We've most recently produced and placed a TV spot to raise awareness and drive traffic to the site.

The campaign generated many positive comments from participants of multiple focus groups. Customers who have received their smart meters have said that they appreciated the quantity and quality of educational information. Even officials from other utilities across the U.S. have praised the design and comprehensiveness of the campaign.

Campaign Identity



TV Spot with animation.
Script below:



Meter Install Vehicles



V/O "Question. What if you could buy your electricity the way you buy your groceries? Knowing how much you owe every time you make a purchase. Being able to wave good-bye to higher-than-expected electric bills at the end of the month. Coming soon ... your new smart meter from Lakeland Electric. Plug into the whole story."

Visit www.plugintosmart.com today. Smarter power. It's in your hands."

(Winner of a 2011 Telly Award)



PlugIntoSmart.com Website



Animated Online Ads



Poster



Outdoor Campaign



Customer Information Brochure



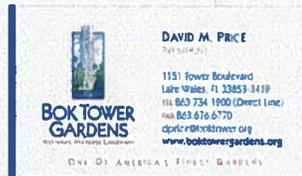
Door Hanger

Bok Tower Gardens

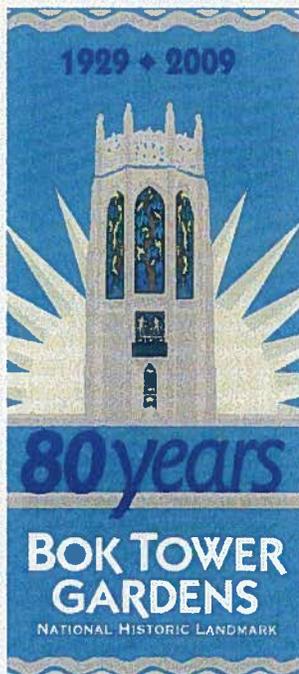
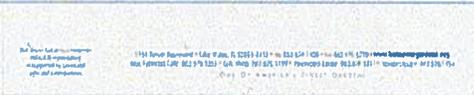
CNP has had an ongoing relationship with Bok Tower Gardens for the last 26+ years, creating marketing materials for Christmas at Pinewood, the capital campaign to build the new Visitor Center, concerts and special events, carillon festivals, rack brochures, annual reports for 20 years, as well as newsletters and more recently logo, websites and mobile marketing.



**BOK TOWER
GARDENS**
NATIONAL HISTORIC LANDMARK



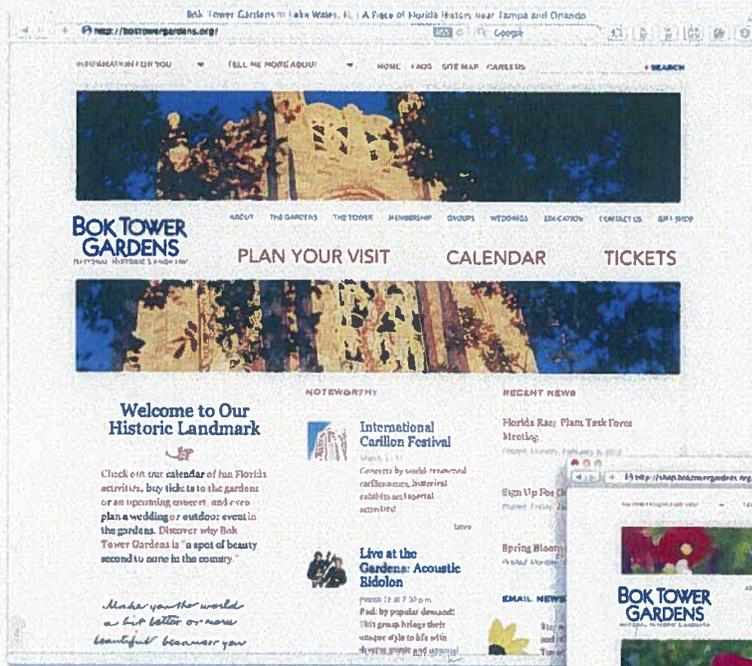
New Identity
CNP Design - Jamie Christoph, Illustrator



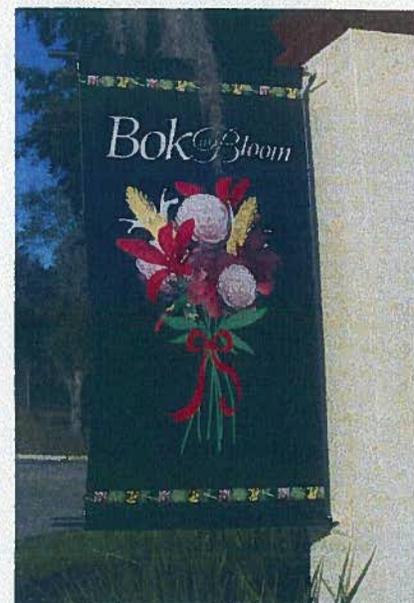
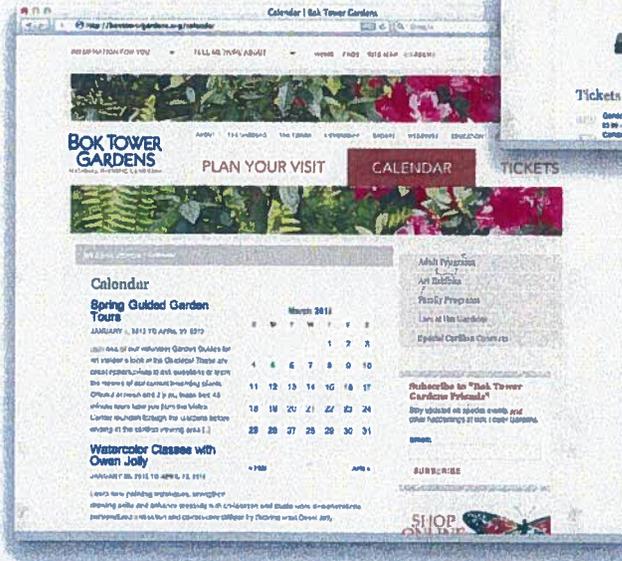
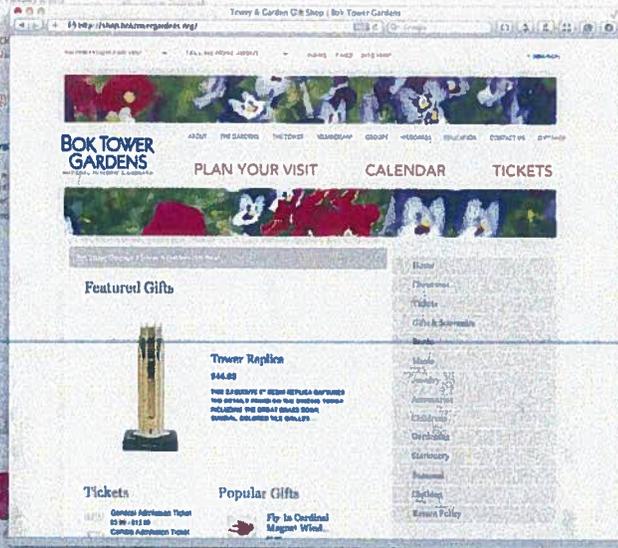
80 Years Anniversary Banners



Press Kit
for Christmas
at Pinewood



Website Home Page, Calendar and Store (Mobile Site in the process of being completed.)



Bloom Banners

Visit Highlands County

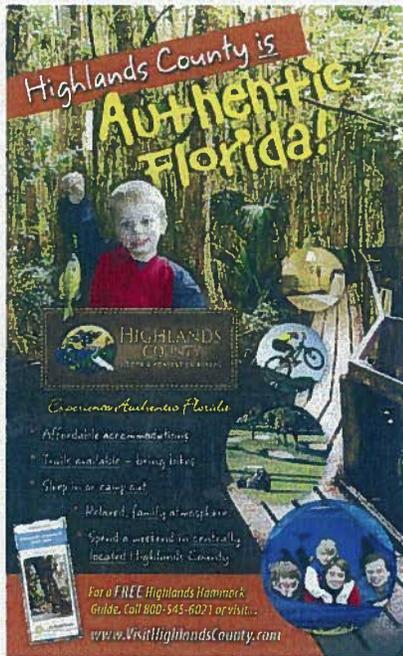
CNP has held the Highlands County CVB tourism contract for agency of record for the past 6+ years. Their niche markets are affordable golf, outdoor recreation (fishing, camping, RV, state park, etc.) and sports marketing for smaller tournaments. A consistent campaign series of ads highlighting the niche markets they are targeting was produced. A new website was developed to serve an essential role as a travel marketing tool to handle bookings as well as provide useful information.



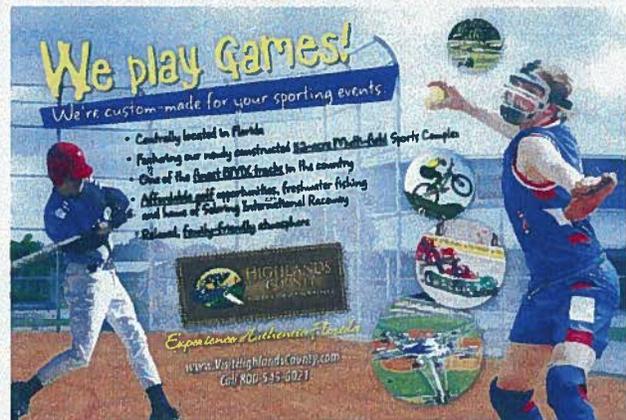
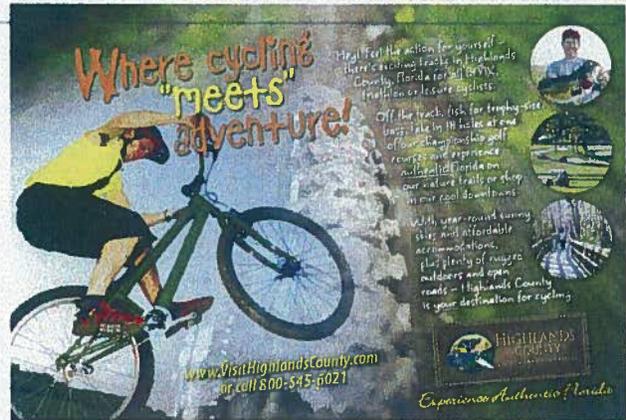
Identity for 3 Areas



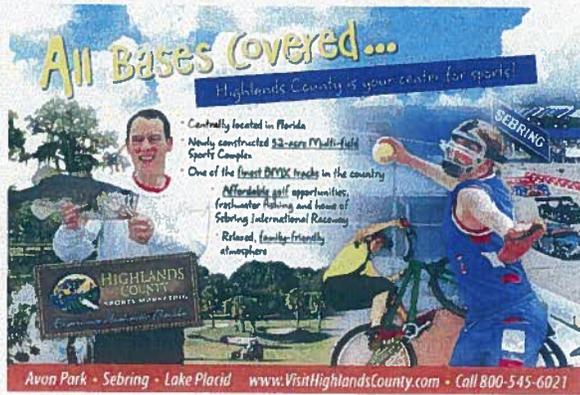
Cycling Ad



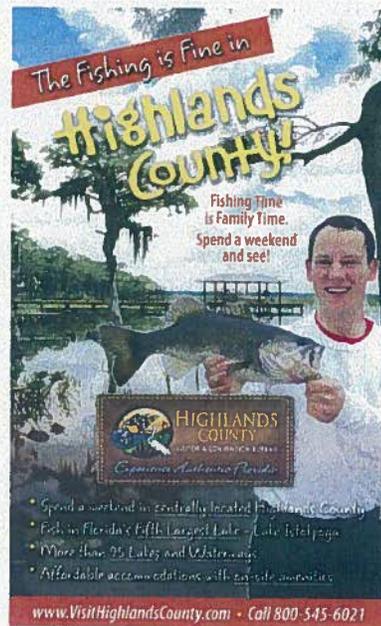
General Ad



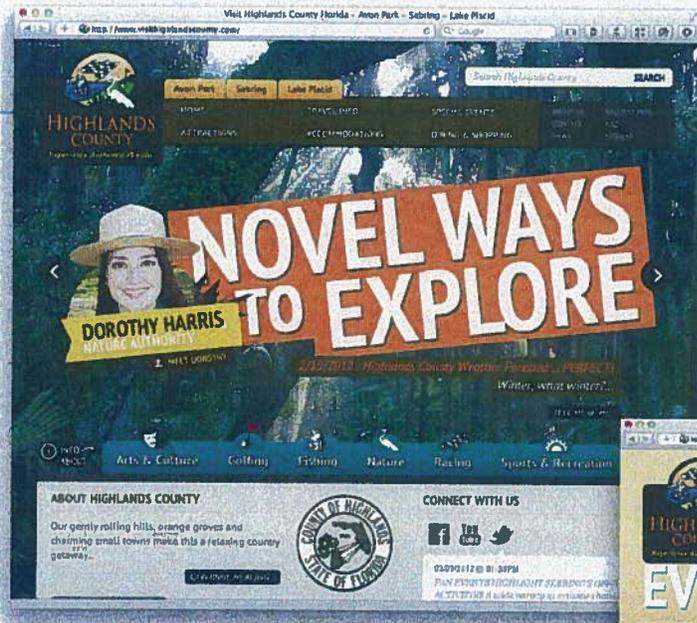
Sports Ad



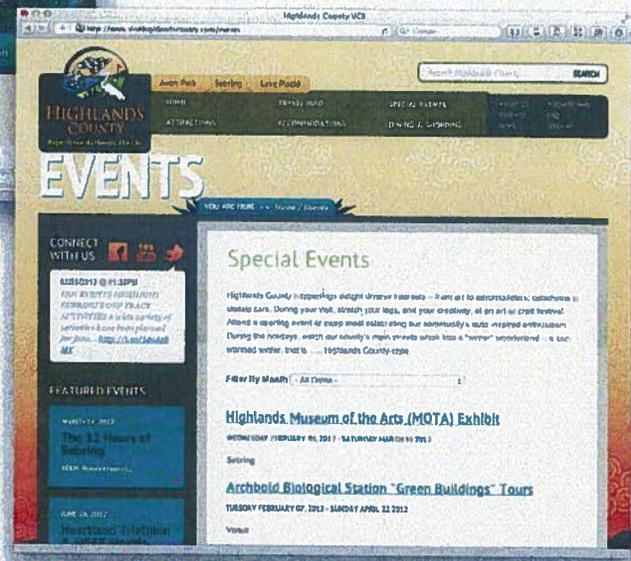
Outdoor Recreation, Golf and Sports Ad



Fishing Ad



Website
VisitHighlandsCounty.com



Harrell's

CNP has provided Harrell's with a broad spectrum of integrated agency services, including web marketing, mobile applications, brand development, branding and trade show support. Harrell's is a Lakeland-based manufacturer of custom-blended fertilizer and distributor of plant protection products.

New Brand Identity Color Palette for Sales Divisions



Turf & Landscape



Corporate Green



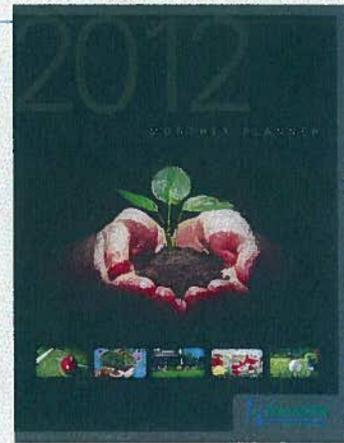
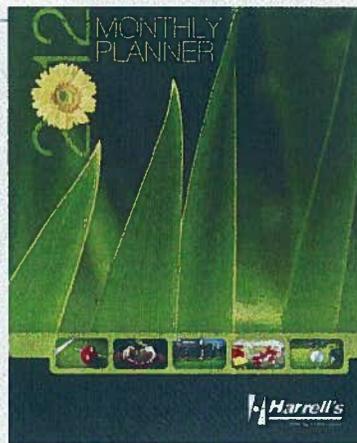
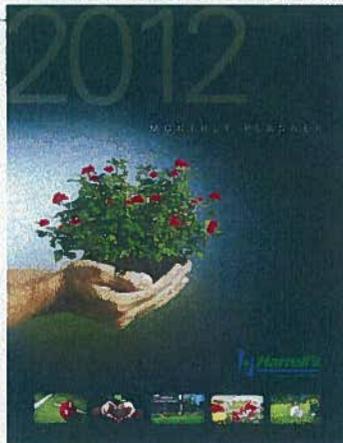
Horticulture



Corporate Blue



Golf



Cover Concepts

Harrell's GROWING A BETTER WORLD Horticulture

We offer the right ingredients for your continued success.

- Having experience, research and field history with our fertilizers
- Distribution of Harrell's 1000 plus liquid fertilizers and 200 plus granular fertilizers
- Proven technology with water-soluble, water and urea based fertilizers
- Complete range of crop protection products
- Direct sales to growers

800.282.8007 • www.harrells.com

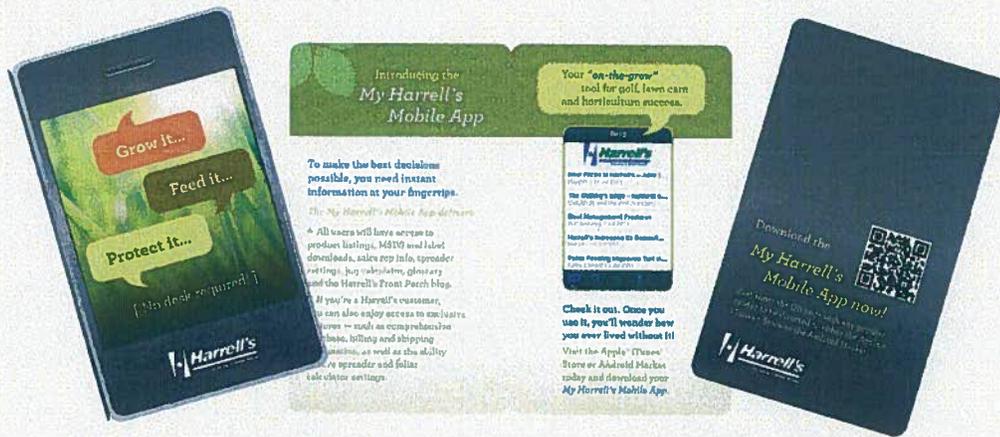
Harrell's GROWING A BETTER Horticulture

We offer the right ingredients for your continued success.

- Having experience, research and field history with our fertilizers
- Distribution of Harrell's 1000 plus liquid fertilizers and 200 plus granular fertilizers
- Proven technology with water-soluble, water and urea based fertilizers
- Complete range of crop protection products
- Direct sales to growers

800.282.8007 • www.harrells.com

Horticulture Division Ads



Direct Mail to introduce "My Harrell's" Mobile App



Website



Large Banner Displays for Their Three Product Lines

{ Cost of Services }



Breakdown of Cost of Services

Pricing Strategy

The current hourly rates on our contract are \$95.75 for print and \$134 for web. We will honor the current rates for the first two years of the new contract, with a 5 percent increase each year thereafter for the term of the contract.

Service breakdowns are as follows:

Print/Account Management Rate: Includes print design, layout, logo development, copywriting, media planning/ placement and account service.
\$95.75 hourly

Web Rate: Includes web design, development, programming, information architecture, search engine optimization, online marketing campaign development and web account service.
\$134 hourly

{ References }

Tracy Porter

Director
Polk State College Foundation
863-292-3743
TPorter@polk.edu

Jill Davis

Vice-President of Marketing
MIDFLORIDA Credit Union
863-698-0087
marketing@midflorida.com

Steve Wilson

Director of Advancement
Lakeland Christian School
863-688-2771
wilson@lcsonline.org





Reference letter – CNP

To Whom It May Concern:

Throughout the year, we promote our debit card product to our members and within the communities we serve. The promotion is often dual purpose – to encourage our members to use the card more and to encourage those that bank elsewhere to open an account with us to be able to use the card.

When it comes to projects like this, starting with just one small concept and knowing that you need to blow it up into something huge, the scope can be overwhelming. It's nice to have people like Anne Powell at CNP on your side that can help you take an idea and make it into a working campaign and then translate the concept efficiently and effectively into different media. In this case, we added radio to our mix for this promotion. Again, working from the original idea, Mark at CNP helped to create a radio spot that dovetailed perfectly into the campaign. One of the things I like the most is that they listen to me and help me get what I need.

The results of this promotion were great. During the promotional period, transactions were strong and spiked considerably in August, despite the turmoil within the banking industry and the media coverage. Additionally, we heard from many people within the community that saw the promotion or heard about it – that's the type of advertising that just can't be measured but is invaluable.

I get a lot of accolades for the work I do with MIDFLORIDA and I'm very proud to participate in the process but that is just it – I'm only part of it. I have a team of extremely talented people at CNP who help support me every step of the way and make me – and my company – look good. I could recount endless success stories from small projects (some would count as unimportant) to large multi-media campaigns that were each outstanding in their own way. Every thing they do receives their full attention and skill. I'm always so pleased and impressed.

If it were up to me, I'd keep CNP a secret and keep all their talent for my own use.

Sincerely,

Jill Davis
Senior Vice President, Marketing



PETERSON & MYERS, P.A.

ATTORNEYS AT LAW • SINCE 1948

LAKE WALES
(863) 676-7611 OR (863) 683-8942
FAX (863) 676-0643

P.O. DRAWER 7608
WINTER HAVEN, FLORIDA 33883-7608

LAKELAND
(863) 683-6511 OR (863) 676-6934
FAX (863) 682-8031

141 5TH STREET, NW • WINTER HAVEN, FL 33881
(863) 294-3360 • FAX (863) 299-5498

www.PetersonMyers.com

Re: Clark/Nikdel

Ladies and Gentlemen:

I understand you are considering retaining Clark/Nikdel for your design, public relations and advertising needs.

This firm has had the opportunity to work with Clark/Nikdel on a number of projects over the last several years. We engaged them to essentially re-brand the firm's image, and to help us consistently implement that brand throughout Central Florida.

We have found them to be sensitive to our intended message, extremely creative as to coming up with options for us to consider, and flawless in their execution of our final decisions. Moreover, they seem to have a very good handle on what "works" in both the old and new media, and have always directed us toward effective yet economical solutions. In short, we couldn't be more pleased with our decision to work with Clark/Nikdel.

If you need any other information about our relationship with Clark/Nikdel, I would be pleased to discuss this with you further.

Best regards,



Kerry M. Wilson

M. DAVID ALEXANDER, III
JOHN B. ALLEN
PHILIP O. ALLEN
BRENDA L. APPLIEDORN
KEVIN A. ASHLEY
JASON M. BERGWALL
JACK P. BRANDON
JOSHUA K. BROWN

PHILIP H. BUSH
DEBRA L. CLINE
J. DAVIS CONNOR
CLINTON A. CURTIS
JACOB C. DYKHOORN
DAVID G. FISHER
MICHAEL T. GALLAHER
JOHN R. GRIFFITH

DAVID E. GRISHAM
JOHN D. HOPPE
TIMOTHY E. KILEY
KEVIN C. KNOWLTON
ALEXANDER F. KOSKEY, III
DOUGLAS A. LOCKWOOD, III
BRIAN K. MATHIS
CORNEAL B. MYERS

E. BLAKE PAUL
ROBERT E. PUTERBAUGH
THOMAS B. PUTNAM, JR.
JENNIFER A. RUMPH
DEBORAH A. RUSTER
STEPHEN R. SENN
ANDREA TEVES SMITH
KEITH H. WADSWORTH

KERRY M. WILSON
RYAN W. ZIKA
THOMAS E. BAYNES, JR.
OF COUNSEL





Phone 863-534-0631
Fax 863-534-0097
1915 South Floral Avenue
Bartow, Florida 33830

Polk County Public Schools

To whom it may concern:

As the senior coordinator for the Office of Magnet, Choice and Charter Schools, I would like to take this opportunity to express the wonderful experiences our office has encountered while working with Clark, Nikdel and Powell (CNP) of Winter Haven. The first project we coordinated involved making brochures for fifteen unique magnet and choice schools. This endeavor involved scheduling photo shoots, ensuring proper releases were in place and multiple revisions to drafts. The professionalism and attention to detail were evident in the finished products.

Additionally, CNP has assisted us in creating informational marketing video clips. This medium has been used on closed circuit cable networks and is posted for viewing on the Polk County School Board webpage under the magnet, choice and charter schools section. The feedback received from our parents and individuals new to our communities has been only positive.

Another project that CNP assisted with was the creation of a Parent Guide. This guide has been provided to numerous parents, businesses, realtors and public agencies to market our schools. This particular project received the Silver Addy Award in 2006 in the category of sales promotion/product or service sales presentation/sales kits or production information sheets category.

Currently, we are working with CNP on a project spanning across nine districts in the state of Florida. Our office continues to appreciate their professionalism, creativity and ability to think out of the box to get our message out. Thus, it is with great appreciation and pride I present this letter of recommendation for the design firm of CNP.

Sincerely,
Brian Warren

Carolyn Bridges
Senior DirectorSenior

Brian Warren
Coordinator

Carla McMullen
School Choice Specialist

Marie Carroll
School Choice Specialist

Sylvia Williams
Student Assignment Specialist

Janet Cameron
Student Data Entry Clerk

Dorothy White
Secretary



To Whom It May Concern:

I am pleased to write this letter of support for Clark/Nikdel/Powell (CNP) Inc.

We have a long and positive relationship with CNP, working with them to meet our marketing and advertising needs. In particular, we have used their services with regard to the designing of our annual Performing Arts brochure, rack card, website and more recently our new departmental logo and signage for our new Theatre for the Performing Arts.

I have found Chris Nikdel to be cooperative and flexible while maintaining a high level of professionalism and creativity with her work. In addition, she understands the nature of educational setting and is sensitive to the process required in working in that environment, which is helpful.

Sincerely,

A handwritten signature in blue ink, which appears to read 'Douglas M. Andrews', is written over a circular stamp area on the left side of the page.

Douglas M. Andrews
Dean, Cultural Programs
South Florida Community College



John Scherlacher
Director of Tourism
(863) 386-1316
jps@highlandscvb.com

To Whom It May Concern:

I am pleased to write this letter of recommendation for Clark/Nikdel/Powell (CNP) Inc. for its advertising and marketing services.

We have had the pleasure of working with this firm as our advertising and marketing partner for close to five years. CNP is highly attentive to our needs as a client and remarkably easy to work with. The agency has been a beneficial partner in the Highlands County Visitor and Convention Bureau's marketing endeavors.

As a governmental agency, we must justify our efforts, using multiple evaluators to gauge our success. Time after time, the results show that this agency knows how to connect with the public and achieve positive measurable results.

We encourage you to consider Clark/Nikdel/Powell Inc. for their proven talent they have to offer.

Sincerely

John Scherlacher
Director of Tourism



To Whom It May Concern;

It is with pleasure and utmost confidence that I recommend Clark, Nikdel and Powell.

As president of Heacock Insurance I've worked closely with Clark, Nikdel and Powell on many projects over the past 20 years. They have developed ad campaigns and web sites for several of our business entities. Our CNP-designed website for Heacock Classic auto insurance attracts over 5,000 unique visitors per month and has become our leading traffic generator for new business.

Recently, I also engaged CNP to manage our website search optimization and pay-per-click advertising campaign.

My dealings with Clark, Nikdel and Powell have always been positive and professional. My experience has been that they have delivered on time and on budget for virtually every project we've given them. In fact, I've often found them willing to go the extra mile when faced with a deadline or technical challenge.

I enthusiastically recommend Clark, Nikdel and Powell.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ford Heacock III', written over a horizontal line.

Ford Heacock III
President

Lakeland

100 East Main Street · Lakeland, Florida 33801

toll-free 800-677-5172 local 863-683-2228 fax 863-683-3309

Heacock.com



To Whom It May Concern

The 6/10 Corporation is a private equity firm with portfolio investments in real estate, software, business services and manufacturing. We have utilized the services of the Clark Nikdel firm over the past ten years on a variety of both print and digital projects. We have been very pleased with their work. Their design skills are impressive and we have been very pleased with the results we have realized. Their level of service is top notch and I would recommend them highly.

A handwritten signature in blue ink, appearing to read "Carl J. Strang, III", is written over a horizontal line.

Carl J. Strang, III
President

LAKELAND CHRISTIAN SCHOOL

Education in the Light of God's Word

1111 Forest Park St. • Lakeland, FL 33803
863-688-2771 • Fax 863-682-5637
www.lcsonline.org

To Whom It May Concern,

Let me take this opportunity to strongly recommend Clark/Nikdel/Powell (CNP) for advertising, design, brand development, campaign creation, and web services. CNP has effectively served these critical needs of Lakeland Christian School for the past ten years, and has partnered with the school during an historic and unprecedented period of growth and development.

Lakeland Christian is Polk County's oldest and largest K – 12 non-public school, serving students from Western Hillsborough County and throughout Polk County. The school's enrollment of nearly 1,100 students makes LCS the second largest school in all of West Central Florida. The school is characterized by strong academics, championship athletics, and superior fine arts. Through a \$23 Million massive expansion project, LCS has become a premier institution in private school circles throughout the nation and around the world.

It is not coincidental that this dramatic development of Lakeland Christian School has happened during the school's business relationship with CNP. In many ways, LCS has been "put on the map" through the professional expertise of the firm.

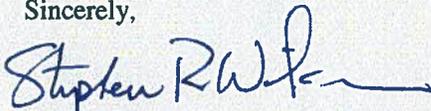
CNP has re-branded the school's identity, redesigned the nationally distributed newsletter into a magazine format, produced pieces for annual student recruitment/retention campaigns, produced all materials for capital campaigns, redesigned the web site, and developed many other professional pieces for major school activities and events.

We have found that CNP consistently exceeds our already-high expectations. They carefully study our school, our mission, vision and culture, and create design solutions specifically for our needs. There is nothing "boiler plate" produced by CNP. They also use a team approach and we find each CNP staff member to be outstanding, skillful practitioners and just delightful people with which to work.

Their work has garnered multiple awards, but – most important – they have assisted our school in achieving six consecutive years of record enrollment and in the raising of \$19 Million toward our \$23 Million goal. These numbers are unheard of in private schools of our size, and especially in this recessed economy.

LCS couldn't be more appreciative of our relationship with CNP and we deeply value our partnership. I highly recommend this wonderful firm for any of their services you require. I am certain you will be a satisfied client.

Sincerely,



Stephen R. Wilson
Director of Advancement



BUSINESS TAX RECEIPT

LOCATION:

82 4THNW ST

35388
RECEIPT NO.

DATE ISSUED: 08/04/2011
EXPIRES ON: 09/30/2012
CLASS ID#: Service Industry
TAX FEE: \$120 00

CLARK/NIKDEL, INC
C NIKDEL
62 4TH ST NW
WINTER HAVEN, FL 338810000

2011-12

209 AVENUE F NW, WINTER HAVEN, FL 33881 (863) 298-7656
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 3525

CLASS: A

EXPIRES: 9/30/2012

OWNER NAME
CHRISTINE NIKDEL

LOCATION
82 4TH ST NW
WINTER HAVEN - IN

BUSINESS NAME AND MAILING ADDRESS

CLARK NIKDEL INC

62 4TH ST NW
WINTER HAVEN, FL 33881-4667

CODE **ACTIVITY TYPE**
540000 LTD PROFESSIONAL TECHNICAL



PROFESSIONAL LICENSE (IF APPLICABLE)

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

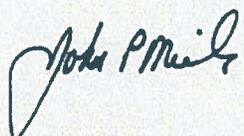
THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION



State of Florida
*Minority, Women &
Service-Disabled Veteran*
Business Certification

Clark/Nikdel, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

 09/02/2011 to 09/02/2013

John P Miles, Secretary

Florida Department of Management Services
Office of Supplier Diversity



Thank You!

Once again, we appreciate the opportunity to respond to the PCTSM! We have enjoyed fulfilling all of your marketing challenges and anticipate a bright future in the days ahead.

If you have any questions or need clarification on anything contained in this document, please do not hesitate to call any of the CNP team members.

We look forward to working with you for the next six years!

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: 12-045 PROJECT NAME: ADVERTISING + RELATED MARKETING SERVICES

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: CLARK/NIKDEL, INC DBA CLARK/NIKDEL/POWELL
Christine E. Nikdel PRESIDENT 3-14-2012
Signature Title Date

STATE OF: FLORIDA
COUNTY OF: POLK

The foregoing instrument was signed and acknowledged before me this 14th day of MARCH, 2012,
by CHRISTINE E. NIKDEL who has produced
(Print or Type Name)

PERSONALLY KNOWN as identification.
(Type of Identification and Number)

Melea L. Gernert
Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration



UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

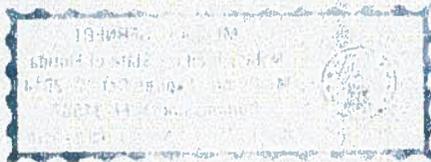


EXHIBIT "B"
FEE SCHEDULE

Advertising/Graphic Design Services

Web Services

Year 1	\$95.75 per hour	\$134.00 per hour
Year 2	\$95.75 per hour	\$134.00 per hour
Year 3	\$95.75 per hour + CPI adjustment	\$134.00 per hour + CPI adjustment

Year 4-6 Hourly Rates if Agreement Extended

Year 4	Year 3 Rates + CPI Adjustment
Year 5	Year 4 Rates + CPI Adjustment
Year 6	Year 5 Rates + CPI Adjustment

Fran McAskill
 Director
 Procurement Division



330 West Church Street
 P.O. Box 9005, Drawer AS05
 Bartow, Florida 33831-9005
 Phone: (863) 534-6757
 Fax: (863) 534-6789
 www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost		
A. Regular Copying	Single Side	Double Sided
Letter size documents	\$ 0.10/page	\$ 0.15/sheet
Legal Size documents	\$ 0.10/page	\$ 0.15/sheet
11" X 17" documents	\$ 0.15/page	\$ 0.20/sheet
14" X 18" documents	\$ 0.25/page	\$ 0.30/sheet
Other Sizes.....		\$ 0.15/sq. ft.
Color Reproductions, all sizes		\$ 1.00/page
B. Plotter Prints – Paper (B/W Color)		
Letter Size		\$ 1.00/page
Legal Size.....		\$ 1.50/page
11" X 17"		\$ 2.00/page
24" X 36"		\$ 6.00/page
Other Sizes.....		\$ 1.00/sq. ft.
C. Plotter Prints – Mylar		
Letter Size		\$ 3.00/page
Legal Size.....		\$ 4.50/page
11" X 17"		\$ 6.00/page
24" X 36"		\$18.00/page
Other Sizes.....		\$ 3.00/sq. ft.
D. Plotter Prints – Vellum		
Letter Size		\$ 2.00/page
Legal Size.....		\$ 3.00/page
11" X 17"		\$ 4.00/page
24" X 36"		\$12.00/page
Other Sizes.....		\$ 2.00/sq. ft.
E. Blueline Prints 24"X36".....		\$ 1.00/sheet
Blueline Prints, other sizes		\$ 0.15/sq. ft.
F. Reproduction Mylar		\$ 1.00/sq. ft.
Reproduction – Presentation Dizado paper		\$ 1.00/sq. ft.
2. Facsimile (FAX) Costs		
A. Local		Non-reimbursable
B. Non-Local		\$ 0.50/page
3. Subcontractor Services		Actual Costs
4. Special Consultants		Actual costs

- | | | |
|---|--|------------------|
| 5. Telecommunications | | |
| A. Local | | Non-reimbursable |
| B. Non-Local | | Actual Costs |
| 6. Computer Services | | Non-reimbursable |
| 7. Travel Expenses | In accordance with Chapter 112.061, F.S. | |
| 8. Postage, Fed Express, UPS | | Actual Costs |
| 9. Computer Disk Copies, CD Rom, Tapes | | Actual Costs |
| 10. Pre-approved Equipment
(includes purchase and rental of equipment used in project) | | Actual Costs |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2012

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

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

PRODUCER LANIER UPSHAW, INC. PO BOX 2248 GRAND RAPIDS MI 49501	CONTACT NAME: CUSTOMER SERVICE CENTER
	PHONE (A/C, No, Ext): (866) 972-7378 FAX (A/C, No): (800) 455-9611 E-MAIL ADDRESS: ZBSERVICECENTER@ZISINTERNET.COM
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED (863) 299-9980 CLARK/NIKDEL, INC DBA CLARK/NIKDEL/POWELL 62 4th Street NW Winter Haven FL 338814667	INSURER A: Assurance Company of America <i>AXV</i> 19305 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 100286 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	PAS027967216	3/1/2012	3/1/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ EXCLUSION
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	PAS027967216	3/1/2012	3/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 COMMERCIAL ARTISTS AND GRAPHIC / Polk County, a political subdivision of the State of Florida, is designated as an additional insured with respect to General and Automobile Liability arising from the work performed as described in Contract #12-045, Advertising and Related Marketing Services as subject to policy terms and conditions. A Waiver of Subrogation is included for general liability.

CERTIFICATE HOLDER POLK COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ATTN: AUDRY ARONEY REEVES 2470 CLOWER LN BARTOW FL 33830	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

CLARK-1

OP ID: JW

DATE (MM/DD/YYYY)

06/05/12

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

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

PRODUCER GREEN'S INSURANCE SERVICE, INC "Serves You First" 1500 Sixth Street NW Winter Haven, FL 33881	863-294-4241 863-294-4243	CONTACT NAME: Wanda "Jean" Willis, AAI X102 PHONE (A/C, Ho, Ext): 863-294-4241 E-MAIL ADDRESS: Jean@greeninsurance.com	FAX (A/C, No): 863-294-4243
	INSURED Clark/Nikdel/Powell Design & Comm. Clark/Nikdel, Inc. DBA 62 Fourth Street NW Winter Haven, FL 33881		INSURER(S) AFFORDING COVERAGE INSURER A: RetailFirst Insurance Co., INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	0520-18845 0000	01/01/12 01/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Blanket Waiver of Subrogation Applies

CERTIFICATE HOLDER**CANCELLATION**

POLKC-2

Polk County A Political
 Subdivision of the State of FL
 Drawer PW05, PO Box 9005
 Bartow, FL 33831-9005

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

RetailFirst

Insurance Company

CERTIFICATE OF INSURANCE

RE : 0520-16645
ISSUED TO : Polk County, a political subdivision of the State
of Florida
2470 Clower Lane
Bartow, FL 33830

Producer : James L. Green
Company : Green's Insurance Service,
Inc.
Address : 1500 6TH ST NW
WINTER HAVEN, FL
33881-2368
Phone : (863) 294-4241

This is to certify that Clark/Nikdel, Inc., 62 4th Street, N.W. Winter Haven, FL 33881, being subject to the provisions of the Florida Workers' Compensation Law, has secured the payment of any workers' compensation benefits due by insuring their risk with the RetailFirst Insurance Company.

POLICY NUMBER: 0520-16645

Statutory Limits – State of Florida

EFFECTIVE DATE: January 01, 2012

Employers Liability

100,000 (Each Accident)

EXPIRATION DATE: January 01, 2013

100,000 (Disease--Each Employee)

500,000 (Disease--Policy Limit)

REMARKS: "Blanket Waiver of Subrogation Applies"

Job: 12-045

This certificate is not a policy and of itself does not afford any insurance. Nothing contained in this certificate shall be construed as amending, extending, or altering coverage not afforded by the policy shown above or affording insurance to any insured not named above.

The policy of insurance listed above has been issued to the named insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document to which this certificate may pertain, the insurance made available by the described policy in this certificate is subject to only the terms, exclusions and conditions of such policy. Paid claims may have reduced the shown limits.

If the policy described above is cancelled before the expiration date indicated, the issuing company will endeavor to mail 30 days' written notice to the certificate holder named above, although if cancellation is for nonpayment of premium, then the issuing company will endeavor to mail 30 days' written notice to the certificate holder. In any event, the issuing company, its agents, and representatives accept no obligation or liability of any kind for failure to mail such notice.



Authorized Signature

Date: June 05, 2012

P.O. Box 988 • Lakeland, FL 33802-0988 • 1-800-282-7648 • (863) 665-6060 • Fax (863) 666-1958

RetailFirst Insurance Company is managed by Summit, "the people who know workers' comp"[®]
Summit includes Summit Consulting Inc. and its subsidiaries.
summitholdings.com

WC 97-056 (Rev. 3/08)
LDI CO: 268182-1 12 10

WAIVER OF OUR RIGHT TO RECOVER FROM THE OTHERS ATTACHMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Blanket Waiver of Subrogation Applies"

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: June 05, 2012

Carrier: RetailFirst Insurance Company

Effective Date of Endorsement: January 01, 2012

Policy Number: 0520-16645

Countersigned by: 

Insured: Clark/Nikdel, Inc.

WC 00 03 13 (Ed. 4-84)