



## Letter of Agreement

**TO:** Parker W. McClellan, Jr., A.A.E., Executive Director  
Northwest Florida Beaches International Airport

**FROM:** Audrey Goff, Vice President of Client Development  
Moore, Inc.

**DATE:** October 1, 2021

**SOW #:** 2155 – Advertising, Marketing and Public Relations Services

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This Letter of Agreement (herein referred to as "Agreement") made October 1, 2021 between Moore, Inc. (herein referred to as "Moore") and the Northwest Florida Beaches International Airport (herein referred to as "ECP"), whereas Moore is appointed to work with ECP subject to the terms and conditions of this agreement effective October 1, 2021.

**Scope of Services:** Specific services may include integrated communications including but not limited to: Public Relations Counsel, Public Relations, Strategic Communications Planning, Community Relations, Media Relations, Governmental Relations (excluding lobbying), Crisis Communication, Public Affairs, Marketing, Advertising, Branding, Cooperative Programs, Creative/Design, Graphic Design, Web Design, Direct Mail, Social Media, Market Research, Tracking, Promotional Materials and Special Event services as requested by the client.

**Scope of Work:** The scope of work for the client will be as follows:

- o Strategic communications counsel
- o Brand development and management
- o Graphic design services including collateral and presentations
- o Design, development and placement of advertisements and/or content
- o Media relations, public relations and community relations
- o Digital communications strategy development, implementation and management
- o Crisis communications
- o Monitoring, reporting and optimization of integrated communications strategies and tactics

Graphic design services for large and/or special projects are subject to specific timeframes that are mutually acceptable to Moore and client related to the project. Graphic design services have a minimum turnaround time of 10 business days.

Website design and programming is not included in the monthly retainer.

**Term of Agreement:** This Agreement is valid upon the signing of both parties and effective October 1, 2021 for three (3) years until September 30, 2024 with two (2) optional one-year extensions, exercisable in ECP's sole discretion. Either party may cancel the Agreement with 60 days written notice.

**Fees:** Moore will charge the following fees for the deliverables outlined within the Agreement:

Time Period	Retainer	Account Servicing Hours
October 1, 2021 – September 30, 2022	\$8,200/month	This retainer fee provides approx. 56 hours/month
October 1, 2022 – September 30, 2023	\$9,020/month	This retainer fee provides approx. 62 hours/month
October 1, 2023 – September 30, 2024	\$9,922/month	This retainer fee provides approx. 68 hours/month

If all hours have been expended for the month and a crisis emerges, Moore and ECP will collaboratively determine if the situation is considered a crisis and will determine if additional budget is available to support the work outside of the retainer. This work will be done at \$155/hr - a discounted rate compared to Moore's \$250/hr standard crisis rate. Any such work must be authorized in advance by ECP's Executive Director.

Moore will be present at board meetings as requested and ECP will not be charged for any travel-related expenses incurred by Moore.

The retainer does not cover any advertising hard costs associated with placing paid media. However, all proposed ad buys will be outlined for consideration and approval prior to placement. All media placements will be billed at the net media price without a commission mark up.

Moore and ECP will collaborate to determine the annual expense budget allowed for hard costs, which must be in approved in writing in advance to be effective. Moore will provide ECP with a quote sheet for approval prior to engaging in any additional work or incurring expenses beyond the retainer amount and client shall not be liable for such additional work or expense unless it has approved the quote sheet in advance in writing. Moore will utilize best-value negotiation strategies and buying power, including but not limited to select solicitation of multiple vendor quotes, to secure the best value vendors for client benefit.

The retainer fee does not cover any hard costs in including but not limited to the following expenses: video production, printing, photography (original or stock art, including graphical icons), production, postage, shipping, photocopy, travel, materials and client supplies, domain purchases, SSL certificates and website modules. Hard costs are billed at cost with no standard mark-up.

Invoices are on a monthly basis and due upon receipt. Invoices that are 30 days past due may be subject to a 1.5% finance charge. Unpaid invoices are subject to collection costs including reasonable attorney fees. Hourly fees incurred are billed in quarter hour increments, with partial increments rounded to the nearest quarter hour for all services and production time for all Moore staff.

### **Representations**

The client unconditionally represents and warrants that any elements of text, graphics, photos, designs, trademarks, trade names, copyrights, or other art work furnished to Moore by the client for inclusion in the scope of work are owned by the client, that the client has permission from the rightful owner to use each of these elements, and will hold Moore harmless, protect, indemnify and defend Moore and its successors and assigns from any liability arising from the use of such elements furnished by the client, and from any claim or suit, threatened or actual, including attorney fees and court costs.

### **Ownership of Materials Produced**

The client becomes the owner of graphic design, copywriting and other materials produced by Moore upon payment of all related invoices. Stock photography may not be reused or reproduced for any purpose other than the product that was produced by Moore. The client may use original photographs produced by Moore for any purpose once Moore has been paid for the photographs and photography services. Moore retains a license to use any materials produced for the client for the purpose of award entries, business development activities and other marketing activities subject to written consent of the client.

### **Indemnification**

Each party shall indemnify, defend, save and hold harmless the other party and all of the other party's officers, agents or employees from all suits, actions, claims, demands, or liability of any nature whatsoever arising out of, because of, by any negligent act, or by any occurrence of commission of the acts, by the other party's officers, agents, or employees. Neither party's officers, agents, or employees will be liable under this section for damages arising out of injury or damage or persons or property directly caused or resulting from the negligence of the other party or any of the other party's officers, agents, or employees.

### **Website Warranties**

### **Website Updates and Third-Party Services**

Software written by third-parties (WordPress, CraftCMS, ExpressionEngine, Modules, Add-Ons, etc.) are provided as is and are the responsibility of the respective company/developer. We deliver our services on software versions available at the time of project initiation. Upgrades and continuing maintenance of third-party development frameworks are not included as part of this project unless explicitly stated otherwise. Moore will invoice, and the client agrees to pay, any necessary license purchases made by Moore that have been pre-approved by the client via email or other communication.

### **General Data Protection Regulations Standard**

Because websites may be opened worldwide, it is Moore's intent to make any new websites compliant with the European Union General Data Protection Regulations (GDPR). This requires, among other requirements, a detailed and understandable data privacy statement on the website, the ability of a user to opt out of having their Personally Identifiable Information (PII) collected, and right of a user find out what information has been collected on them by the website controller. Moore will make every effort to make our client's website GDPR compliant, but it cannot offer a legal opinion as to whether the website is GDPR compliant. The client should have their own legal counsel review the website for full compliance with the GDPR standards.

### **Limitation of Liability**

In no event shall Moore be liable for the following types of : loss of profit; loss of business; depletion of goodwill; data loss; hacking or denial of service attack unless proximately caused by Moore's negligence; security breach unless proximately caused by Moore's negligence; downtime; accuracy of information; infringement of any copyright, trademark, patent, trade secret, or any other intellectual proprietary right of any kind unless created or provided by Moore; or for any issues, claims, contracts, or payments relating to any third-party vendor whatsoever. The limits of Moore's liability hereunder for any claim or theory whatsoever shall be the total amount payable by the client to Moore under this Agreement.

**Confidentiality**

Moore and the client agree that all information provided by the client and all communications between the parties, including communication by any person on behalf of the client, will be confidential. The parties agree that they shall not disclose, communicate, or permit to be disclosed or communicated, whether directly or indirectly, whether orally or in any other medium any information obtained from the client or any person acting on behalf of the client, without prior express written consent of the client.

**Authority:** For purposes of this Agreement, authority to perform any act on behalf of the client may be granted only by the person(s) listed, or such persons as may be identified from time to time by any person listed:

- Parker McClellan

The requirements of the attached Exhibits 1 and 2 are incorporated herein and binding on the parties. All disputes shall be governed by Florida law and venue for any legal action shall be in Bay County, Florida. Any changes to this SOW must be provided and approved by both parties in writing. By signing below, both parties indicate understanding and agreement with the terms as stated above.

Northwest Florida Beaches Int'l Airport  
Parker McClellan Jr., A.A.E. Executive Director

*Parker W. McClellan, Jr.*

**DATE** Feb 8, 2022

Moore, Inc.  
Terrie Ard, COO & Preside

*Terrie Ard*  
Moore Contracts (Jan 19, 2022 10:05 EST)

**DATE** Jan 19, 2022

**EXHIBIT 1  
FEDERALLY REQUIRED PROVISIONS**

In this EXHIBIT 1, any reference to "Contractor," "contractor," "Consultant," or "consultant" shall mean Moore and any reference to subcontractor shall mean a subcontractor or subconsultant to Moore under the Agreement, and further require that the clauses be included in all subcontracts; Moore (or subcontractor) shall incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services as required by federal law; and Moore shall, as prime contractor, be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

**1. CIVIL RIGHTS – GENERAL**  
(Reference: 49 USC § 47123)

**GENERAL CIVIL RIGHTS PROVISIONS.**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**2. Title VI Clauses for Compliance with Nondiscrimination Requirements**

**Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix 8 of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Non-discrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor of the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interest of the United States.

## **Title VI List of Pertinent Nondiscrimination Authorities**

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally- Assisted Programs of The Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601). (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982. (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987. (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs and activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public or private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C 1681 *et seq.*).

### **3. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).**

(Reference: 29 USC § 201, *et seq.*)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

### **4. OCCUPATIONAL SAFETY AND HEALTH OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**EXHIBIT 2  
STATE REQUIRED PROVISIONS**

**PUBLIC RECORDS:** The Airport Authority is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Pursuant to Florida Statute 119.0701, MCG shall comply with public records laws and, more specifically shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of MCG or keep and maintain public records required by the public agency to perform the service. If MCG transfers all public records to the public agency upon completion of the contract, MCG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MCG keeps and maintains public records upon completion of the contract, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF MCG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MCG'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT PARKER MCCLELLAN, CUSTODIAN OF PUBLIC RECORDS AT (850)763-6751, [pmcclellan@pcairport.com](mailto:pmcclellan@pcairport.com), or 6300 WEST BAY PARKWAY, SUITE A, PANAMA CITY, FL 32409.**