

239-533-5450

John E. Manning  
*District One*

October 15, 2014

Cecil L. Pendergrass  
*District Two*

Mr. Robert Wilson  
Four Communications Ltd.  
20 St Thomas Street  
London, SE1 9BF  
England

Larry Kiker  
*District Three*

Brian Hamman  
*District Four*

Frank Mann  
*District Five*

Roger Desjarlais  
*County Manager*

**SUBJECT: VISITOR & CONVENTION BUREAU UNITED KINGDOM,  
IRELAND AND SCANDINAVIA REPRESENTATION**

Richard Wm. Wesch  
*County Attorney*

ENCLOSURE (1): Executed Copy of Professional Services Agreement

Donna Marie Collins  
*Hearing Examiner*

Dear Mr. Wilson:

Enclosed is your executed copy of the Service Provider Agreement for the project known as "Visitor & Convention Bureau United Kingdom, Ireland and Scandinavia Representation". Please note the contract number for this project is **6935**. This contract number will also serve as your Purchase Order Number for this project and must be on all invoice statements.

If you should have any questions, please contact our office at the above number.

Sincerely,  
PROCUREMENT MANAGEMENT



Diana Khan  
Procurement Manager

C: Tamara Pigott  
Pamela Johnson  
Berta Maldonado  
Finance

**SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT is made and entered into this 1st day of October, 2014, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Four Communications Ltd hereinafter referred to as the "PROVIDER".

**WITNESSETH**

**WHEREAS**, the COUNTY desires to obtain the services of said PROVIDER as further described herein referred to as Lee County Visitor & Convention Bureau United Kingdom, Ireland, and Scandinavia Representation, and,

**WHEREAS**, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

**WHEREAS**, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

**ARTICLE 1.0 - SCOPE OF SERVICES**

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

**ARTICLE 2.0 - DEFINITIONS**

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgment shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B", which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

#### 4.3 METHOD OF PAYMENT.

##### (1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

##### (2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

## ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.1 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.2 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", dated October 1, 2014, entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.3 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis. Any work required outside the scope will be pre-approved and authorized by the Project Manager.

5.4 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

## ARTICLE 6.0 - SECURING AGREEMENT

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

## ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

## ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

## ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

## ARTICLE 10.0 - INSURANCE

### 10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

## 10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverage's.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverage's provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

## ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The CONSULTANT shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

### (1) WORKERS' COMPENSATION

~~Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:~~

~~\$100,000 per accident~~

~~\$100,000 disease limit~~

~~\$500,000 disease policy limit~~



(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$500,000 per occurrence
- \$1,000,000 general aggregate
- \$500,000 products and completed operations
- \$500,000 personal and advertising injury

Coverage must include the following:

- (A) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$500,000.00 combined single limit (CSL).
- (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(4) ERRORS AND OMISSIONS

Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

Coverage must include the following:

- (A) \$1,000,000 combined single limit (CSL) of BI and PD
- (B) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.
- (C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the CONSULTANT responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the CONSULTANT shall be required to provide written documentation that is acceptable to the COUNTY establishing that the CONSULTANT has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

\*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

#### ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

#### ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

#### ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

#### ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

## ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services".
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment".
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance".
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)".
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria".
- (6) EXHIBIT "F" entitled "Amendment to Articles".
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

## ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners  
PO Box 398  
Fort Myers, FL 33902-0398  
Attention: Visitor & Convention Bureau

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Four Communications Ltd  
20 St Thomas Street  
London, SE1 9BF  
England  
Tel +44 (0) 20 3697 4318  
Fax +44 (0) 20 3697 4201  
Attention: Robert Wilson  
email : rob.wilson@fourcommunications.com

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

## ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

## ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

## ARTICLE 20.00 – SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

## ARTICLE 21.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

## ARTICLE 22.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 23.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS

Linda Doggett, Clerk

BY: *L. Wecker*  
Deputy Clerk

BY: *Brian Adams*  
Vice Chair

DATE: 09/16/14



APPROVED as to Form for the Reliance of Lee County Only

BY: *[Signature]*  
County Attorney's Office

ATTEST:

FOUR COMMUNICATIONS LTD  
Firm

*[Signature]* PATRICK KWON  
(Witness)

BY: *[Signature]*  
(Authorized Signature)

*[Signature]* MEGAN LA ROSE  
(Witness)

EMIR WILLIAMS  
(Printed Name & Title)

DATE: 2 OCTOBER 2014

CORPORATE SEAL:

EXHIBIT A

SCOPE OF SERVICES

for RFP140337 Lee County Visitor & Convention Bureau United Kingdom, Ireland, and Scandinavia Representation

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

The PROVIDER shall provide and perform the following professional services which shall constitute the GENERAL SCOPE of the SERVICES under the covenants, terms and provisions of this SERVICE PROVIDER AGREEMENT.

Services to be provided by the Provider include, but are not limited to, telephone sales calls and electronic communications to tour operators, travel agents, travel media, and meeting planners, participating in tourism trade show promotions and consumer promotions, organizing and implementing, familiarization tours of Lee County, responding to telephone inquiries, general administrative office duties, work as tourism industry liaison and public relations activities.

Promotional or sales opportunities outside the office will be pursued by Provider, at the discretion of the Bureau's Deputy Director (hereinafter called the "Project Coordinator").

For the duration of this agreement, the Provider agrees to maintain its current business address. Thirty days notice is required of any relocation of Four Communications Ltd.

Four Communications Ltd agrees to provide the services of its principle/s to complete all of the tasks included a dedicated telephone line that is answered "The Beaches of Fort Myers and Sanibel," in this agreement.

## Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

### MONTHLY COMPENSATION INCLUDES

#### Inside Sales Responsibility

##### Direct Sales

Shall include, but it is not limited to increasing the awareness of The Beaches of Fort Myers & Sanibel (Lee County, FL), to promote and sell the destination to qualified tour operators and travel agents in the United Kingdom, Ireland and Scandinavia, to ensure quality bookings for the local hospitality community.

##### Sales

Shall include, but is not limited to, sales calls in person and electronically to travel agents and tour operators in assigned territory. Arrange appointments with tour operators/travel agents/media for Lee County staff or members of the lodging industry from Lee County as determined by the Project Coordinator. Sales calls by definition are one-on-one, personal, meetings for the purpose of promoting Lee County as a viable holiday destination. Shall include, but is not limited to, arranging trainings with travel trade and solicitation of new accounts.

Contacting select tour operators and travel industry representatives within the United Kingdom, Ireland and Scandinavia to include, scheduled air carrier representatives and charter services personnel to insure their familiarity with Lee County and the product offered, for the purpose of using their service to promote the County.

Manage the day to day activities on all tour operator and travel agent accounts in territory through the VCB's Customer Relationship Management (CRM) program, Simpleview, for the purpose of ensuring quality bookings for the local hospitality community.

##### Familiarization Tours

Provider will arrange and conduct a minimum of two (2) annual familiarization (Fam) tours for the travel trade and media. This shall include, but is not restricted to, working with VCB's stateside International Tourism Sales Manager to arrange complimentary or reduced rate lodging, transportation and meals in addition to complete itineraries for submittal to the Project Coordinator. They shall include, but not be restricted to, personal guide service for visitors to Lee County. All fam tour plans and arrangements shall have the prior approval of the Project Coordinator and depend on the availability of complimentary airline tickets.

### **Sales Reports & Performance Goals**

Prior to the start of each fiscal year the Provider agrees to submit a strategic plan outlining the state of the market, trends, etc. objectives to accomplish for the year, accompanied with strategies and list of tactics with estimated budget, along with how each objective will be measured for the return on investment.

The Provider will provide a monthly activity report to include activities and update on any tour operator leads generated, trade shows attended, brochures distributed, number of attendees, market trends, and fulfillment information.

Objectives and goals will be reviewed on an annual basis and re-established for the following year.

### **MEASUREMENTS AND ACCOUNTABILITY**

- Work with Lee County Visitor & Convention Bureau (VCB) staff and leadership to develop and meet annual goals and objectives designed to increase in visitation from the United Kingdom, Ireland and Scandinavia to Lee County, Florida
- Develop and maintain client relationships with key tour operator, travel agent, media, and airline accounts in assigned territory.
- Assist in developing, planning, coordinating, and implementing advertising, sales, and marketing programs that will showcase the destination in assigned territory.
- Establish The Beaches of Fort Myers and Sanibel (Lee County, FL) in the marketplace as a desirable destination for holiday travel, while positioning it to successfully compete for market share with other highly recognized destinations.
- Remain current on industry best practices, standards and benchmarks by, but not limited to, reading publications, participating in and attending events in your territory.
- Evaluate sales trends, competition and economic/business conditions; recommends modifications when necessary in sales strategies.
- Explore new products and services, evaluating potential return on investment and enhancement to the VCB.
- Maintain financial responsibility to meet budget goals.
- Provide translation services for the VCB as necessary.

#### **Sales**

- Required to perform a minimum of three (3) sales calls to tour operators, airlines, retail agents on a monthly basis
- Conduct a minimum of five (5) tour operator and/or travel agent trainings annually.
- Identify and participate in minimum of ten (10) travel trade, consumer, and Visit USA events in assigned territory to represent the destination.
- Conduct a minimum of two (2) familiarization tours to Lee County from assigned territory.



### **Public Relations**

- Under the direction of the VCB Marketing & Communications (MarCom) Director, work in partnership with the agency of record for public relations in the United Kingdom and assist wherever appropriate. This may include special events and other publicity opportunities.
- Creation of ongoing media plan / strategy for the VCB
- Creation of unique media database on behalf of the VCB
- Proactive relationship building and relationship development with key media on behalf of the VCB
- Creation of and issuing of press rereleases to the unique VCB media database – one per month.
- Continual media liaison and selling in of the key, relevant media
- Fulfillment of press requests including press trip requests and facilitation of images
- Support and arrange media events as and when required
- Securing of media to attend group and individual visits to Lee County, Florida
- Assist with media promotions and social media as required
- Development with key media and tourism partners on behalf of the VCB
- Updating of VCB on market trends, travel issues and other relevant information that may be of relevance to the VCB
- Crisis and issues support (24 hour support provided)
- Provide monthly reports of activities and services
- Required to reach mutually-agreed to public relations goals.
- Identify and schedule a minimum of twelve (12) journalists from assigned territory to visit Lee County annually.
- Achieve \$500,000 in editorial coverage from combined territory for Lee County.
- Coordinate one (1) media promotion with a value in excess of \$50,000

### **Daily, Monthly and Annual Reports**

- Required to enter leads and contacts generated through all activities paid for and on behalf of the Lee County VCB into the Simpleview CRM system on a monthly basis at minimum.
- Provide detailed records of expenditures, appropriate invoices, and verification of exchange rates for proper reimbursement, as detailed by the Lee County procurement/travel/entertainment policy
- Submit a summary of monthly activities each month to VCB Director of Sales, documenting sales activities, lead generation, familiarization tours, market trends, public relations, room night generation, and other sales related goals.

### Administrative Support

**General Duties** - Shall include, but not be restricted to, availability to acknowledge all telephone calls pertaining to Lee County's Visitor & Convention Bureau, Monday through Friday in compliance with Provider's regular scheduled office hours. Provider to annually provide list of official holidays observed in the United Kingdom.

**Brochure Fulfillment and Distribution** - Maintain an adequate supply of Lee County brochures to properly fulfill requests by consumer/trade via the mail system or through other means. This shall include the actual mailing of all pre-approved collateral material. Bulk shipments shall be processed through BH&P or other international warehouse designated by Lee County VCB.

**CRM /Mail List** - Maintain in the designated Lee County VCB Customer Relationship Management system, Simpleview, separate ongoing lists of consumer, trade, industry partners and trade inquiries by name, company and address for future reference and use. All client contact information obtained during the life of the contract is considered the property of the Lee County VCB.

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT

For RFP140337 Lee County VCB United Kingdom, Ireland, and Scandinavia Representation

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	<p>Provide Tourism and Convention Sales Promotion and Public Relations Representation – United Kingdom, Ireland and Scandinavia</p> <p>Annual Compensation: <b>\$144,000.00 USD</b> (Paid at \$12,000.00 USD per month)</p> <p>Reimbursables: <b>\$ 106,000.00 USD</b></p> <p><b>Total Annual Contract: \$250,000.00 USD</b></p> <p>Note: Provider will invoice in U.S. Dollars providing currency exchange rate source.</p>	\$250,000.00 USD	NTE	
<b>TOTAL</b> (Unless list is continued on next page)		\$250,000.00 USD	NTE	

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Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

**Visitor & Convention Bureau – United Kingdom, Ireland and Scandinavia Representation Agreement**

**Exhibit “B”**

1.      **COMPENSATION** : The County shall pay to the Provider during the continuance of their services herein, an amount not to exceed \$144,000.00 annually. The compensation stated above shall be inclusive of all monies receivable from the County. This compensation shall be payable in twelve (12) equal monthly installments in the month prior to the work being performed. Provider shall be responsible for payment of all taxes incident to any compensation received from the County, or elsewhere in the Agreement. It is understood that the Provider shall provide the County with documentation of work performed.

2.      **REIMBURSEMENT**: The County shall reimburse the Provider for their expenses in entertaining the County's business clients, guests or authorized persons, pursuant to County policy and State Statutes and other expenses not limited to promotional opportunities, mailings and communications, not-to-exceed totals listed within the Basic Expenses. It is, however understood, that all taxes incident to the payments by the County for services rendered shall be the Provider's responsibility. Such expenses are subject to the approval of the Project Coordinator. Expenses will be reimbursed within a thirty (30) day period as specified in Article 4.3 (2) (Payment Schedule). Payment to Provider will be submitted via bank wire transaction to the account number on file with the Lee County Finance Dept.

**Reimbursement Guidelines**

- Herein below, a daily expense allowance not-to-exceed (NTE) amount for meals and incidentals is established for travel within the United Kingdom, Ireland and Scandinavia, and other international destinations. When travel occurs within the USA, domestic per diem rates in accordance with current GSA M&IE for meals and incidentals will apply for the corresponding U.S. destination. GSA M&IE

**International Travel: Meals and Incidental Expense (M&IE):** To include: meal allowance, tips, tolls, telephone, etc.

Breakfast	Lunch	Dinner	Incidentals
\$15.50	\$26.50	\$42.00	\$18.00
<i>United Kingdom, Ireland and Scandinavia travel calculated at current International GSA rates- converted to GBP. US Travel calculated at current Domestic GSA per diem rates- converted to GBP. <u>GSA M&amp;IE</u></i>			

**Note:** Official county reimbursement guidelines:

- Breakfast - Travel begins *before* 6:00 AM and extends *beyond* 8:00 AM
- Lunch - Travel begins *before* 12:00 PM and extends *beyond* 2:00 PM
- Dinner - Travel begins *before* 6:00 PM and extends *beyond* 8:00 PM

- **Lodging:** Accommodation reservations shall be made in a timely manner with a goal to obtain best rates possible. Actual cost of hotel accommodations expenses will be reimbursed, provided a hotel receipt is submitted indicating the name/s, dates with a zero balance due. Exchange rate receipt must be provided by Provider for all reimbursements requests converted to USD currency. If exchange rate receipt is not provided, one will be obtained from the internet at the time the invoice is reconciled.
- **Transportation:** Air travel – economy class, prior authorization (travel approval form) and receipt(s) required. Lowest upgradeable economy fare or lowest premium economy fare, whichever is lower for transatlantic travel.  
Vehicle rental reimbursement – actual receipt(s) required for rental, insurance, and fuel.  
Ground transportation - actual receipt(s) required for taxi, train, rail, motorcoach transport.

ATTACHMENT NO. 1 TO EXHIBIT B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

for RFP140337 Lee County Visitor & Convention Bureau United Kingdom, Ireland, and Scandinavia Representation

CONSULTANT OR SUB-CONSULTANT NAME  
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
	n/a		

\*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

\*\*NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

\*\*\*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for RFP140337 Lee County Visitor & Convention Bureau United Kingdom, Ireland, and Scandinavia Representation

CONSULTANT OR SUB-CONSULTANT NAME \_\_\_\_\_  
 (A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.56/Mile
Vehicle Rental/Gas	Actual Cost (converted to USD)
Lodging (Per Person)	Actual Cost converted to USD)
Meals:	
Breakfast	\$15.50*
Lunch	\$26.50*
Dinner	\$42.00*
Rates marked with asterisk (*) apply when travel occurs within the <b>United Kingdom</b> . For travel within <i>Ireland and Scandinavia</i> per diem calculated in accordance with <i>GSA International rates</i> . For <b>travel within the USA</b> per diem calculated in accordance with the <b>GSA Domestic M&amp;IE</b> schedule will apply.	
Reproduction (Photocopy) 8 1/2" x 11"	Actual Cost
8 1/2" x 14"	Actual Cost
11" x 14"	Actual Cost
Reproduction (Blue/White Prints)	Actual Cost
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Approved out of pocket expenses for networking, entertainment familiarization (fam) tours, and promotional expenses, will be reimbursed upon submittal of itemized receipts with corresponding details.	Actual Cost
<b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).</b>	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed  
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EXHIBIT D

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for RFP140337 Lee County Visitor & Convention Bureau United Kingdom, Ireland, and Scandinavia Representation

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
<p>Representation in Scandinavia for Public Relations and Travel Trade Support</p> <p>Account Manager United Kingdom</p>	<p><b>RELATED</b>, based in Copenhagen</p> <p><b>Martin Court</b> 8 Bromley Road, Flat 4 London SE6 2TP England</p>					

EXHIBIT E

PROJECT GUIDELINES AND CRITERIA

for RFP140337 Lee County Visitor & Convention Bureau United Kingdom, Ireland, and Scandinavia Representation

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

**Conflict of Interest:**

Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the County's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by Provider, and Provider shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

Notices by either party must be given by letter, email or by fax message addressed to the other party at:

**For Lee County**

Tamara Pigott, Executive Director  
c/o Lee County VCB  
2201 Second Street, Ste. 600  
Fort Myers, FL 33901  
USA

**For Contractor**

Robert Wilson  
Four Communications Ltd  
20 St. Thomas Street  
London Se1 9BF  
England

**UNITED KINGDOM, IRELAND AND SCANDINAVIA**

**Proposed FY 2014-15  
Show Participation / Sales Calls  
(May include but not limited to)**

November	World Travel Market	London, England
December	Sales Calls Sales Calls	United Kingdom Scandinavia
January	Reiseliv (FL Beaches Coalition) TravelMatch and Expo Holiday World (FL Beaches Coalition) Destinations: The Holiday & Travel Show	Oslo, Norway Oslo, Norway Dublin, Ireland London, England
February	Ferie for Alle (FL Beaches) Swansons (FL Beaches Coalition) M&I Lunch	Herning, Denmark Osby, Sweden United Kingdom
March	FDM Travel (FL Beaches Coalition) TUR (FL Beaches Coalition)	Copenhagen, Denmark Gothenburg, Sweden
April	Sales Calls	United Kingdom
May	IPW 2015	Orlando, Florida
June	Sales Calls	Scandinavia
July	Visit USA Ball	London, England
August	UK/Ireland/Scandinavia Fam	Lee County, FL
September	Manchester Food & Drink Festival	Manchester, England

EXHIBIT F

AMENDMENT TO ARTICLES

For: RFP140337 Lee County VCB United Kingdom, Ireland, and Scandinavia Representation


For amending (i.e., changing, deleting from or adding to) the articles.


NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).


THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

Deleted: Article 11.0 item (1) Worker's Compensation Insurance sections (A) and (B):

Provider/Consultant headquarters are based in London, England

  
EINIR WILLIAMS  
Managing director

  
PATRICK WOOD

  
MARCIA LA-ROSE

CMO:  
09/25/01

## Certificate of Employers' Liability Insurance(s)



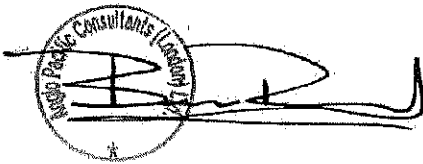
(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy).

Certificate Policy Number: **QC91QC89**

1. Name of Insured: **Four Communications Group PLC**
2. Date of Inception: **24th April 2014**
3. Date of Expiry: **23rd April 2015**

We hereby certify that subject to paragraph 2: -

1. The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to off shore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies (b); and
2. The maximum amount of cover provided by this policy is £10,000,000.00



Dated this 23rd day of April 2014

Signed for and on behalf of Certain Underwriters at Lloyd's and other London Company Insurers subscribing to the above policy (Authorised Insurers).

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4 (6) of the Regulations.

Note: The information below this line does not form part of the statutory certificate. Certain Underwriters at Lloyd's and other London Company Insurers on whose behalf this certificate is issued require the following information to be entered by the issuing intermediary. Name and address of issuing intermediary: -

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Anglo Pacific Consultants (London) Ltd  
80 Leadenhall Street, London, EC3A 3DH



## OFFICES & SURGERIES CERTIFICATE

The Insured has applied for this insurance by a proposal to those Insurers whose names and proportions underwritten by them, which will be supplied on application, and is the basis of this contract, which is deemed to be incorporated herein and in consideration will pay the premiums. In return the Insurers will provide the insurance as described in the certificate subject to the terms and conditions and exclusions therein. This schedule, proposal, certificate and any endorsements shall be read together as one document.

### SCHEDULE

Broker / Intermediary: Bluefin Insurance Services Ltd (Atlantic Quay)  
Certificate Number: QC91QC89  
Policy Version: 6  
Account Reference: BFB006/00523718/2014/006  
Policy Wording: Offices & Surgeries  
Insured: Four Communications Group PLC  
Risk Address: 20 St. Thomas Street  
London  
SE1 9BF  
Insured's Business Category: Office - Public Relations Consultant  
Period of Insurance: From 24th April 2014 to 23rd April 2015 both days inclusive  
Sums Insured: As attached Schedule  
Excess: As stated in the Schedule  
Insurance Premium: £ 3,805.83  
Insurance Premium Tax @ 6.00%: £ 228.35  
Policy Administration Fee: £ 125.00  
Total Premium (including I.P.T): £ 4,159.18  
Date Proposal Completed: 23/04/2014  
Insurer: Sections 1 to 8: Certain Underwriters at Lloyd's and other London Company Insurers  
Contract Number: B1993APCB140201A  
Section 9: Certain Underwriters at Lloyd's and other London Company Insurers  
Contract Number: B1993APCB140201B  
Section 10: DAS Legal Expenses Insurance Company Ltd  
Contract Number: TS5554142213

Conditions: Cover is subject to the attached Terms and Conditions

Signed in London for and on behalf of those Underwriters subscribing to the Certificate.

Authorised Signatory

Dated this 23rd day of April 2014

This certificate and its attached schedule is the certificate of insurance concluded between the Insurers and the Insured. The Insured and its brokers or intermediaries should carefully review the contents of the certificate, its attached schedule and the proposal. If any of the information set out therein is incorrect, the Insured or its broker or intermediary must notify the Insurers or their agents APC Underwriting immediately. Failure to do so may invalidate the insurance provided.



## SUM INSURED SCHEDULE

(Sums Insured and/or Limits of indemnity are subject to terms, conditions and exclusions of this insurance)

Risk Address: 20 St. Thomas Street, London, SE1 9BF

<b>SECTION ONE: BUILDINGS</b>	Sum Insured
Buildings, including landlords fixtures and fittings	Not Covered
<b>SECTION TWO: CONTENTS</b>	Sum Insured
Computers & electronic office equipment	£ 458550
Tenants improvements and interior decorations	£ 407600
All other contents (excluding stock)	£ 101900
Stationery including company literature	Not Covered
Stock including trade samples and goods in trust	Not Covered
<b>Extra benefits</b>	Sum Insured
Glass Breakage	£ 5000
External signs and blinds (including neon signs)	£ 1000
Goods in transit	£ 5000
<b>Loss of money</b>	Sum Insured
Loss of money whilst in transit or in a bank safe	£ 5000
Loss of money during business hours (money not contained in a locked safe and left unattended is limited to £500)	£ 5000
Loss of money from the residence of any principal or authorised employee	£ 500
Loss of money from gaming, amusement or vending machines	£ 500
Loss of money outside business hours from a locked safe	£ 5000
Loss of money outside business hours not contained in a locked safe	£ 500
Non negotiable money (e.g. crossed cheques, credit card counterfoils)	£ 250000
<b>Personal accident and assault following robbery or hold up</b>	Limit of Indemnity
Death, total or permanent loss of one or more limbs & total loss of sight in one or both eyes	£ 10000
Benefit per week for disablement from engaging in usual occupation	£ 100
<b>SECTION THREE: LOSS OF INCOME</b>	Sum Insured
(A) Business Interruption - Indemnity Period 36 Months	£ 500000
(B) Loss of accounts receivable	£ 10000
<b>SECTION FOUR: SUBSIDENCE</b>	
Cover for Subsidence, Ground heave or Landslip	Not Covered
<b>SECTION FIVE: THEFT BY EMPLOYEES</b>	Sum Insured
Cover against fraud or dishonesty of employees involving the theft of money and contents	Not Covered
<b>SECTION SIX: SPECIFIED ALL RISKS</b>	Sum Insured
Laptops	£ 5095
<b>SECTION SEVEN: COMPUTER BREAKDOWN</b>	Sum Insured
Cover against loss or damage caused by computer breakdown or failure	Not Covered
<b>SECTION EIGHT: TERRORISM</b>	
Terrorism Cover	Covered
<b>SECTION NINE: LEGAL LIABILITIES</b>	Limit of Indemnity
(A) Employers' Liability - any one event	£ 10000000
(B) Public Liability - any one occurrence	£ 5000000
(B) Products Liability - any one occurrence and in the aggregate	£ 5000000
<b>SECTION TEN: LEGAL EXPENSES</b>	Limit of Indemnity
Legal expenses any one claim	£ 100000
Aggregate limit (Employment Compensation Awards Only)	£ 1000000

### TERMS AND CONDITIONS





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Standard Excesses Each and Every Loss:

Section Two - £250

Section Six - £250

Section Nine (B) - £250

Section Ten - As per policy wording

Special Conditions &/Or Excesses:

Subject to the policy terms & conditions

Subject to satisfactory survey

Several Liability Notice

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to 'this contract' in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.



## PROPOSAL FORM

### Disclosure

Please ensure that all information you provide is correct and that you answer all questions accurately.

These details will form the basis of the insurance policy and any incorrect information could invalidate all or part of the insurance contract.

The proposer(s), or any partner, or any director, or any officer, have:-

- a) never been declared bankrupt or disqualified from being a company director
- b) no outstanding County Court Judgement(s) or Sheriff Court Decree(s)
- c) never been officers of a company that has been declared insolvent, or had a receiver or liquidator appointed, or entered into arrangements with creditors in accordance with the Insolvency Act 1986.
- d) never been convicted or have any prosecutions pending or been given an official police caution, in respect of any criminal offence other than motoring offences
- e) never had any insurance proposal declined, renewal refused, had any special or increased terms applied or had insurance cancelled or avoided by Underwriters
- f) never been prosecuted for failing to comply with any Health & Safety or Welfare or Environmental Protection legislation

I confirm that I have read and agree that the above statement is true

### The buildings, surrounding area and business type

Please answer the following questions in respect of the premises to be insured

- a) Can you confirm the buildings, garages and outbuildings are never left unattended for more than 21 consecutive days? Yes
- b) Can you confirm the buildings, garages and outbuildings are: Yes
  - i) free from flooding?
  - ii) in an area which has no history of flooding?
  - iii) at least 100 metres away from the nearest river, canal, lake, watercourse or tidal waters?
- c) Can you confirm the buildings, garages and outbuildings are: Yes
  - i) built of brick, metal, stone or concrete?
  - ii) roofed with slates, timber beams, tiles, concrete or felt on timber?
- d) Can you confirm the buildings, garages and outbuildings do not have any internal composite panels (e.g. cold rooms, freezer rooms, chilled rooms)? Yes
- e) Can you confirm all the roofs of the buildings, garages and outbuildings are less than 25% flat? No  
Please can you confirm the percentage of the flat roof 51% - 100%  
Please can you confirm the construction of the flat roof Concrete
- f) Can you confirm the buildings, garages and outbuildings are NOT of 'listed' construction? Yes
- g) Can you confirm the buildings, garages and outbuildings are: Yes
  - i) in an area which is free of any signs of subsidence, heave, and/or landslip?
  - ii) in an area that is not being monitored for any signs of subsidence, heave and/or landslip?
- h) Can you confirm the buildings, garages and outbuildings are in a good state of repair and regularly maintained? Yes
- i) Can you confirm the construction of the floors in the buildings? Timber  
Please confirm the type of business to be insured? Office

### Details of the Proposer and use of the premises

Please answer the following questions in respect of the use of the premises and the Proposer to be insured

- Please provide your company status Private Limited Company (LTD)
- Please provide the name of the LTD company to be insured Four Communications Group PLC
- Trading as (if applicable)
- Does the Proposer(s) work from home? No
- Is there any residential accommodation within the buildings to be insured? No
- Are there any other businesses occupying the buildings other than the Proposer(s) business? Yes  
Please give details
- Business is self contained within an office block
- Does the business involve any work away other than collection & delivery services or clerical duties? No
- Select a category that best matches the business to be insured below.
- Office - Public Relations Consultant
- Does the business activity chosen cover all aspects of the business to be insured? Yes
- Are there any interested parties in this business? Yes



Interested Party Name	Nature of Interest	Address
Acquis Insurance Management Ltd	Agreement Number: 213242986	20 St. Thomas Street London SE1 9BF
GE Capital	Agreement Number: 11145921/4	201 Talgarth Road London W6 8BJ
De Lage Landen	Agreement Number: 972.4005.9537	32 Queen Square Bristol Somerset BS1 4ND

Please provide the address of the premises to be insured

20 St. Thomas Street  
London  
SE1 9BF

Is the correspondence address different from above?

No

Daytime telephone number

Website address (if applicable)

What month and year did the business to be insured start trading AT THESE PREMISES? (MM/YYYY) - This will calculate a no claims bonus (if applicable)

03/2013

During the last five years, have you or any director, partner or officer ever had a claim or loss or had any claim made against you, whether insured or not, in respect of any of the covers required under this policy or at any other premises, past or present?

Yes

Type of loss	Date of	Amount	Status	Details
Accidental Damage	01/05/13	£ 0.00	Withdrawn	Laptop left on a reception shelf in a clients premises and was knocked off the shelf and damaged. Dell latitude E4300

### Security

Please provide details about the security at the premises to be insured

The minimum security we require:

Can you confirm the premises complies with our minimum standard of security?

Yes

To view our minimum standard of security, required, please click here >

### Physical security

Is the entire front of the premises protected by internal or external metal roller shutters?

No

Are all the external doors protected by either sheet metal, metal roller shutters or metal grilles?

No

Are all the windows, roof lights and skylights accessible from the ground or via roofs, pipework or other structures protected with either solid steel bars, metal roller shutters or metal grilles?

No

### Alarm details

Are the premises protected by a fully operational intruder alarm?

No

### Additional security

If there is any additional security to the premises, please tick the relevant box below:-

24 hour security patrols within a business park <b>or</b> 24 hour security patrols within shopping mall or shopping arcade, Internal C.C.T.V.

### Cover Required

#### Section One: Buildings (Optional)

Please provide your Buildings sum insured including landlords fixtures and fittings

£ 0.00

#### Section Two: Contents & Stock

Please provide your sum insured for the following:-

Computers & electronic office equipment

£ 458,550.00

Tenants improvements and interior decorations

£ 407,600.00

All other contents (excluding stock)

£ 101,900.00

Stationery including company literature

£ 0.00

All other stock in trade including trade samples and goods in trust

£ 0.00

This section of the policy provides extra benefits as standard based on the Contents & Stock sum insured and these can be increased if required. Please click the 'Calculate Benefits' button to proceed.

### Extra benefits

Glass breakage

£ 5,000.00

External signs and blinds (including neon signs)

£ 1,000.00

Goods in transit

£ 5,000.00

### Loss of money

Loss of money whilst in transit or in a bank safe

£ 5,000.00

Loss of money during business hours (money not contained in a locked safe and left unattended is limited to £500)

£ 5,000.00



Loss of money from the residence of any principal or authorised employee	£ 500.00
Loss of money from gaming, amusement or vending machines	£ 500.00
Loss of money outside business hours from a locked safe	£ 5,000.00
Loss of money outside business hours not contained in a locked safe	£ 500.00
Non negotiable money (e.g. crossed cheques, credit card counterfoils)	£ 250,000.00
<b>Personal accident and assault following robbery or hold up</b>	
Death, total or permanent loss of one or more limbs & total loss of sight in one or both eyes	£ 10,000.00
Benefit per week for disablement from engaging in usual occupation	£ 100.00

**Section Three: Loss of Income**

Cover for business interruption and loss of accounts receivable is included as standard and business interruption can be increased if required

Business Interruption	£ 500,000.00
Indemnity Period	36 Months
Loss of accounts receivable	£ 10,000.00

**Section Four: Subsidence**

Do you require your policy to extend to cover for Subsidence, Ground heave or Landslip?  No

**Section Five: Theft by Employees**

Do you require cover against fraud or dishonesty of employees involving the theft of money and contents?  No

**Section Six: Specified All Risks**

Do you require cover for specified business items that are used away from the premises, including up to 30 days worldwide cover?  Yes

Specified Item	Sum Insured
Laptops	£ 5,095.00

**Section Seven: Computer Breakdown**

Do you require computer breakdown cover?  No

**Section Eight: Terrorism**

Do you require Terrorism cover?  Yes

**Section Nine: Legal Liabilities**

The standard policy includes cover for Employers, Public & Products Liability with the option to increase Public & Products Liability to £5,000,000 or £10,000,000 if required.

Employers' Liability	£ 10,000,000.00
Public Liability	£ 5,000,000
Products Liability	£ 5,000,000

**Section Ten: Legal Expenses**

Cover for legal expenses is included as standard

Legal expenses any one claim	£ 100,000.00
Aggregate limit (Employment Compensation Awards Only)	£ 1,000,000.00



### **Legal and tax advice helpline**

You can contact our helpline on **0117 934 0501** for advice on any personal, legal or tax problem directly affecting you. We will not provide advice about your business, trade or profession. The legal helpline is available 24 hours a day, 365 days a year. The tax helpline is available between 9am and 5pm Monday to Friday (other than public holidays). The advice available from the helpline is limited to the law and practice of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, except the tax helpline which is limited to the law and practice of Great Britain and Northern Ireland.

### **Claims**

In the event of a loss or damage claim please contact us on the following details quoting your policy number:-

APC Underwriting, 80 Leadenhall Street, London, EC3A 3DH

**24 Hour Claims Line            020-7256-3102**

In the event of a Legal Expenses claim, please contact our specialist Claims Administrators on the following details quoting your policy number:-

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH

**Claims line open 24 hours            Telephone: 0117 934 2111            e-mail: newclaims@das.co.uk**

In the event you receive notification of a new liability claim or require general advice concerning a liability claim please contact your placing broker

### **Complaints**

We aim to provide a first class service, however, if you feel the need to complain, or you feel that we have not fulfilled our obligations; please follow our complaints procedure as set out below.

Primarily, please make contact with your placing broker detailing your complaint.

If you are not satisfied with their response you can write to the Operations Director of APC Underwriting at 80 Leadenhall Street, London, EC3A 3DH. Alternatively you can make contact by telephone on 020-7256-3100

After this action, if you are not satisfied, you may address your complaint in writing to Insurers directly. If you are still not satisfied, you may, in limited circumstances, refer your complaint to the Financial Ombudsman Service (FOS).

Full details of the complaints procedure are available on request.

### **Cooling Off Period**

You may cancel an insurance contract provided you have not made a claim under such insurance contract and your placing broker receives written confirmation of cancellation (by post, fax or email) within 14 days of the date the insurance is concluded. If you are able to and do cancel within such 14 day period we will refund any premiums paid.

### **Applicable Law**

Unless specifically agreed to the contrary the insurance contract will be governed by English Law.

### **Premium Cancellation Charges**

You may cancel your policy before the policy expires. By doing so the following premium and charges will apply:-

0-55 Days Cover - 15% of the insurance premium plus policy administration fee and insurance premium tax

56-310 Days Cover - Pro-Rata of the insurance premium plus policy administration fee and insurance premium tax

311 Days Cover to Expiry - No Refund.

#### **Additional Notes:-**

- No refund is available if your policy is "subject to minimum and deposit premium" as stated in the conditions on your policy schedule or in the event that you make a claim or report an incident.
- No refund is available in respect of the Terrorism extension.
- If a survey has been carried out the survey fee will be deducted from your return premium.

# Policy Schedule



## Professional Liabilities

<b>Policy Number</b>	Epic 50548A / 12095706
<b>Policy Wording</b>	Epic CreativePro
<b>Insured</b>	Four Communications Group PLC Four Communications PLC Four Communications Group FZ LLC Four Marketing & Media PLC Four Colman Getty Ltd
<b>Address</b>	20 St Thomas Street London SE1 9BF
<b>Business Description</b>	Marketing Consultancy
<b>Period of Insurance</b>	From: 4 December 2013 To: 3 December 2014 both days inclusive
<b>Annual Premium</b>	GBP 18,820.75
<b>IPT @ 6%</b>	GBP 1,129.25
<b>Total Payable</b>	GBP 19,950.00
<b>Declaration Date</b>	3 December 2013
<b>Endorsements</b>	None
<b>Notification of Claims</b>	Epic Underwriting Castlemead Lower Castle Street Bristol BS1 3AG

Issued by Epic Underwriting on 16 December 2013

# Policy Schedule



## Section 1 Professional Indemnity

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<b>Limit of Indemnity</b>	GBP 2,000,000 any one claim costs in addition
<b>Excess</b>	GBP 5000 each and every claim
<b>Annual Premium</b>	GBP 18820.75
<b>Territorial Limits</b>	Worldwide
<b>Jurisdiction</b>	Worldwide excluding USA/Canada
<b>Retroactive date</b>	Full retroactive cover
<b>Insurer</b>	100% Axa Insurance UK plc.

## Section 2 Public/Product Liability

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Not operative

## Section 3 Employers Liability

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Not operative

(2)

**CONTRACT REVIEW CHECKLIST**

**CONTRACT TYPE:** SERVICE PROVIDER AGREEMENT

**SUBJECT:** Project known as: RFP130337 VCB UNITED KINGDOM, IRELAND AND SCANDINAVIA REPRESENTATION

between Lee County and Four Communications LTD (V#421467)

**Reference:** Department Director approval:  
County Administrator approval:

Reference: Board action approving contract/agreement

September 16, 2014 Agenda Item No. 6

The subject contract is forwarded herewith for review and/or endorsements:

(1) By the Director of ROUTED BY PROCUREMENT MANAGEMENT

Project Sponsoring Department

- Recommending execution
- Not recommending execution for the following reason(s)

Date received \_\_\_\_\_ Date returned/forwarded \_\_\_\_\_

Signed \_\_\_\_\_

(2) By Procurement Management

- Recommending execution
- Not recommending execution for the following reason(s)

Date received 10/6/14 Date returned/forwarded 10/11/14

Signed Diana Khan

(3) By the Risk Management

- Recommending execution
- Not recommending execution for the following reason(s)

Date received 10/7/14 Date returned/forwarded 10/8/14

Signed William Diaz

(4) By the County Attorney

- Recommending execution
- Not recommending execution for the following reason(s)

Date received \_\_\_\_\_ Date returned/forwarded \_\_\_\_\_

Signed DPL 10-13-14

(5) **BOARD**

(6)  Clerks Office, Minutes Department Rita Heckler 10/14/14

(7) **PROCUREMENT MGMT.** DIANA KHAN

RECEIVED  
MINUTES OFFICE  
2014 OCT 14 AM 9:39



**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20140544**

**ACTION REQUESTED/PURPOSE:**

Concur with the selection and ranking by the Proposal Evaluation Committee under project RFP140337 VCB UNITED KINGDOM, IRELAND AND SCANDINAVIA REPRESENTATION as follows:

- A) Number 1 – Four Communications LTD.; Number 2 – Lotus UK Integrated Communications LTD; Number 3 – Hume Whitehead Limited; Number 4 – Meridian Marketing Services LTD and
- B) Authorize staff to negotiate a contract with the Number 1 ranked firm, Four Communications LTD, Inc. commencing on October 1, 2014 through September 30, 2015 with the option to re-negotiate and renew for two additional one year periods; and
- C) Approve an estimated annual expenditure of \$250,000.00; and
- D) Authorize Chair on behalf of the Board to execute the Agreement upon completion of the final negotiations.

**FUNDING SOURCE:**

Fund – Tourist Development Tax

**WHAT ACTION ACCOMPLISHES:**

Approves award of the Proposal for the Visitor and Convention Bureau United Kingdom, Ireland and Scandinavia Representation with an annual expenditure of \$250,000.00 for this service. Concur with the selection and ranking by the Proposal Evaluation Committee under Project RFP140337 VCB United Kingdom, Ireland and Scandinavia Representation as follows: Number 1 – Four Communications LTD; Number 2 – Lotus UK Integrated Communications LTD; Number 3 – Hume Whitehead Limited; Number 4 – Meridian Marketing Services LTD. The contract will commence on October 1, 2014. Approval also provides Procurement Management, with County Administration approval, the authority to re-negotiate pricing and renew the proposal if in the best interest of Lee County for two additional one year periods. Approving award under this Proposal places under contract an experienced travel trade representative to identify, foster, and develop trade relationships with wholesale, retail, airlines, meetings, and incentive trade in United Kingdom, Ireland and Scandinavia on behalf of the VCB with the goal of increasing the international visitor market.

**MANAGEMENT RECOMMENDATION:** Approve

<b>Departmental Category: Item #6</b>		<b>Meeting Date:</b> 9/16/2014
<b>Agenda:</b>	<b>Requirement/Purpose: (specify)</b> <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	<b>Request Initiated Commissioner:</b> <b>Department:</b> VISITOR AND CONVENTION BUREAU <b>Division:</b> No Divisions <b>By:</b> Tamara Pigott

**Background:**

Proposals were solicited on behalf of the Board of County Commissioners for the project known as VCB UNITED KINGDOM, IRELAND AND SCANDINAVIA REPRESENTATION.

On the established deadline of July 14, 2014, Procurement received a total of four Proposals. All Proposals were considered at the Proposal Evaluation Committee meeting on August 18, 2014. The Committee consisted of the

<b>11. Required Review:</b>					
<i>Tamara Pigott</i>	<i>Robert Franceschini</i>	<i>Thelma Davis</i>	<i>Peter Winton</i>	<i>Dawn Perry-Lehnert</i>	<i>Roger Desjarlais</i>
VISITOR AND CONVENTION BUREAU	Purchasing	Budget Analyst	Budget Services	County Attorney	County Manager
<b>12. Commission Action:</b>					

following staff members: Robert Franceschini, Non-Voting Chair; Pamela Johnson, VCB; Laura Chmielewski, VCB; and Carol Obermeier, Port Authority. Firms were evaluated on points-based criteria with a maximum score of 1000 points achievable. Based on the total points scored, Four Communications LTD. was ranked Number 1 (scoring 971 points) and is recommended for approval.

Funds are available: HB5520317400.503490.97

Attachment: 1) Listing of Firms  
2) Contract Sample  
3) Evaluation Meeting Minutes