

**AGREEMENT FOR
VCB – MEETING SALES PROMOTION REPRESENTATIVE – MIDWEST USA**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Jerry Terp, authorized to do business in the State of Florida, whose address is 747 Harrison Street, Anoka, MN 55303, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase meeting sales promotion representative services from the Vendor in connection with "VCB – Meeting Sales Promotion Representative – Midwest USA" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP190123DLK on February 8, 2019 (the "Solicitation"); and,

WHEREAS, the County evaluated the response received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on March 29, 2019; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, as modified by its addendum, copies of which is on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue for a period of one (1) year. This Agreement may be renewed

for up to three (3) additional one (1) year periods upon the mutual written agreement of the parties. The effective date shall be October 1, 2019.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by

Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County 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 Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Vendor shall comply with such demand within thirty (30) days.
- D. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If

this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

- 1. Cancel the stop work order; or
- 2. Terminate the work covered by the order; or
- 3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Jerry Terp
 Title: Owner
 Address: 747 Harrison Street
Anoka, MN 55303
 Telephone: 763-427-3593
 Facsimile: 763-576-3916
 E-mail: jerry.terp@earthlink.net

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. Solicitation
 - 3. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By:

Print Name:

[Signature]

Fernando Songstad

JERRY TERP

Signed By:

Print Name:

[Signature]

JERRY TERP

Title:

OWNER

Date:

4-30-14

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:

[Signature]

CHAIR

DATE:

6/30/19

ATTEST:

CLERK OF THE CIRCUIT COURT

Linda Doggett, Clerk

BY:

[Signature]

DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY:

[Signature]

OFFICE OF THE COUNTY ATTORNEY



13 MAY 7 PM 2:42

EXHIBIT A SCOPE OF SERVICES

In full accordance with the Solicitation and this Agreement, the Vendor shall provide the County's Visitor and Convention Bureau (VCB) with professional meeting sales promotion representation. The Vendor shall identify, foster and develop trade relationships with the meeting and incentivize trade in the Midwest USA territory of Minnesota, Michigan, Wisconsin, Ohio, Indiana, Illinois, Missouri, Nebraska, North Dakota, South Dakota, Kansas, and Iowa. The Vendor shall develop, execute, and deliver a comprehensive program designed for the travel trade that supports tourism in Lee County, FL and generates increased demand for the destination.

The Vendor shall be the resource to evaluate, develop, and execute the integration of the VCB's annual marketing campaigns, thus provide insight and recommendations on how to include the meetings market travel trade into the proposed plan and/or campaigns.

For the purpose of this Agreement "Target Area" shall refer to the Midwest USA, territory of Minnesota, Michigan, Wisconsin, Ohio, Indiana, Illinois, Missouri, Nebraska, North Dakota, South Dakota, Kansas, and Iowa.

The Vendor shall report on a monthly basis any competitive strategies and efforts that may be taking place in the assigned Target Area. During the term of this Agreement, the Vendor shall provide the following travel trade services that include, but are not limited to the services as described in the following tasks.

Direct Sales

- Serve as the primary contact for the County within the Target Area.
- Establish The Beaches of Fort Myers and Sanibel in the assigned Target Area as a desirable destination for meetings and conventions while positioning it to successfully compete for market share with other highly recognized destinations.
- Develop and implement an annual sales plan that supports activities described herein. The plan shall include a proposed budget, recommended promotional activity and suggested advertising recommendations.
- Research and generate convention and hotel bookings to achieve the assigned sales goals for room nights, client contacts, sales leads, and new accounts.
- Generate meeting leads that will benefit individual hotels in the Lee County.
- Develop and deliver bid presentations to site selection committees, convention delegates, or board of directors, to present The Beaches of Fort Myers & Sanibel as a meeting destination.
- Prospect for new business utilizing industry membership directories, Simpleview database, and other information.

- Organize promotional opportunities that foster awareness of The Beaches of Fort Myers & Sanibel area as a meeting destination.
- Coordinate and conduct VIP site inspections and familiarization tours for visiting organizations showcasing hotels, facilities, attractions, and destination aspects of interest to meeting planner clients.
- Assist partner hotels and attractions with organizing client visits, appointments, and transportation when visiting the Target Area.

Networking/Communications

- Maintain a well-informed knowledge of all hotels, attractions, and services, both public and private available in Lee County.
- Develop and maintain a close working relationship with personnel from each accommodation and facility; act as a liaison between meeting planners and the hospitality community
- Attend conferences, trade shows, and VIP events and networking meetings to promote convention business, which can also include pre-planning, target marketing, pre/post mailers, and all booth arrangements for tradeshow as directed.
- Develop and maintain work related and social relationships with meeting planner, and association management clients, potential clients and suppliers.
- Participate in creating a budget and marketing plan for the Target Area.
- Communicate and work closely with colleagues in the VCB on action plans to promote the Lee County area as a premiere meeting destination and to increase meeting business to the community.
- Provide recommendations for content on VCB's web site (meetings) under the direction of VCB staff liaison(s).

Administrative & Customer Service

- Assist meeting planners with referrals to VCB Conference Services Coordinator, or other in-destination service providers.
- Qualify, process, and source to appropriate hotel partners, all RFP's within one business day.
- Maintain an awareness of competitors' products, promotions, and industry issues that influence sales
- Establish rapport with VCB main office and Sales team and industry partners. Plan a minimum of one (1) annual visit to the destination, for "face time" with industry partners.
- Provide regular monthly reports of activities which shall include: a list of sales calls conducted with pertinent discussion points; general market summary and trend information to include economic conditions; competitor observations and perceptions of The Beaches of Fort Myers & Sanibel brand; trade shows, sales activities, or events attended or conducted; and lead generation; and a summary of contacts made, requests and inquiries serviced during reporting period.

- Provide one telephone line listed in the name of the VCB and respond to calls received by answering "The Beaches of Fort Myers & Sanibel" as the official greeting.
- Vendor shall maintain the capability of keeping a supply of Lee County VCB collateral materials in office for distribution to clients.
- Forward all consumer information requests to the VCB's mail fulfillment house for processing in a prompt manner.

Measurements and Accountability

- Work with VCB staff and leadership to develop and meet annual goals and objectives designed to increase in visitation from the Midwest territory to Lee County, FL.
- The following minimum performance measures shall be reported to the VCB on a monthly basis.
 - Conduct 100 client contacts (telephone calls, email, trade show appointments, etc.) per month.
 - Conduct a minimum of one (1) familiarization tour to Lee County from assigned Target Area.
 - Generate a minimum of 15 sales leads per month.
 - Generate a minimum of 1,000 room nights booked per month.
 - Required to enter all account information (leads, contacts, traces, and notes) generated through all activities paid for and on behalf of the Lee County VCB into the Simpleview CRM system on a monthly basis.
- 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.

EXHIBIT B FEE SCHEDULE

In accordance with this Agreement, the County shall pay the Vendor for actual work performed at the fees set forth below, plus reimbursable expenses as further described herein, in a total amount not to exceed \$175,000.00.

Vendor Retainer/Service Fee

The County shall pay the Vendor a total of \$129,000.00 annually (the Vendor's service fee), which will be disbursed in 12 equal monthly installments. Each monthly payment shall be disbursed in the month prior to the work being performed.

Reimbursable Expenses

In addition to the Vendor's service fee, the County shall reimburse the Vendor, in an annual amount not to exceed \$46,000.00, for expenses resulting directly from the Vendor's work under this Agreement as described in Exhibit A, including, but not limited to, expenses related to tradeshow registration costs, networking events, and client sales calls; client entertainment; travel expenses related to tradeshow, familiarization tours, sales missions, site inspections, and monthly local industry meetings; and postage/shipping when needed to ship promotional materials to large events.

Under this Agreement, the County expects to cover the below tasks and associated costs in lieu of the Vendor. This list is not intended to be all inclusive and is subject to change at the sole discretion of the County. Vendor shall exclude such fees from proposal pricing provided to County.

- The County shall provide to the Vendor one (1) Simpleview subscription (1 user name and password access) in order to fulfill the Simpleview requirements of this Agreement inclusive of any renewals. Any additional subscriptions shall be purchased by or billed to the Vendor.
- VCB Trade Show Registrations
 - Below table provides the proposed FY19-20 Show Participation/Sales Calls and estimated costs to be paid for by the County and Vendor. All show costs are estimates and subject to higher or lower costs.

Reimbursable expenses are subject to approval by the County. The Vendor shall submit a request for reimbursement no less than monthly which shall include a description of the expense, an explanation of the Vendor's related business activities, and a complete copy of the receipt. The County will review each request to verify the

legitimacy of the expense(s) and reserves the right to reject any requests for expenses not directly related to the Vendor's work on behalf of the County.

All approved expenses will be reimbursed at actual cost except for meals and incidentals associated with travel expenses. Meals and incidental expenses shall be reimbursed at the per diem rates established by the General Services Administration.

Accommodation reservations shall be made by the Vendor in a timely manner in order to obtain the best rates possible.

Air travel requires prior authorization by the County and a travel approval form must be submitted with the reimbursement request for such expenses. The County will reimburse approved air travel for economy class only. Air travel must be booked by the Vendor within five (5) business days of receiving travel approval from the County.

Actual receipts for all ground transportation are required. This shall include vehicle rental (rental, insurance and fuel charges), taxi service, train tickets, rail passes, busses, etc.

Travel Expenses and Reimbursement

The Vendor shall, in addition to the monthly compensation as set forth through the Agreement documents, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs for travel when performing services under this Agreement. All requests for reimbursement must be accompanied by copies of receipt(s) or other reasonable documentation showing payment by the Vendor.

All approved expenses will be reimbursed at actual cost except for meals, mileage and gratuity, which shall be reimbursed as further described below.

Meals shall be paid in accordance with the most recent USGSA Code per Florida Statute 112.061 (specific travel reimbursement amounts will be based on location). For areas not included on the USGSA list, the closest city in the region will be used.

Breakfast shall mean when travel begins before 6:00 A.M. and extends beyond 8:00 A.M.

Lunch shall mean when travel begins before 12:00 noon and extends beyond 2:00 P.M.

Dinner shall mean when travel begins before 6:00 P.M. and extends beyond 8:00 P.M. or when travel occurs during nighttime hours due to special assignment.

Mileage shall be paid pursuant to USGSA Code, and said rate shall be amended from time to time to be consistent with the USGSA Code change.

Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the agency.

TIPS & GRATUITIES

Pursuant to Florida Administrative Code Rule 69 1-42.010, tips and gratuities are reimbursable as follows (and as updated time to time by the State of Florida).

- Taxi- actual tips not to exceed 15% of fare.
- Mandatory valet parking, not to exceed \$1.00 per occasion, and incurred in performance of public business.
- Portage – not to exceed \$1.00 per bag or total of \$5.00

Travel expenses are anticipated to be billed quarterly.

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$1,000,000 combined single limit (CSL)
- \$500,000 bodily injury per person
- \$1,000,000 bodily injury per accident
- \$500,000 property damage per accident

- c. 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:

- \$500,000 per accident
- \$500,000 disease limit
- \$500,000 disease - policy limit

**The required minimum limit of liability shown in a. and b. 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."*

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.