

RFP200282CJV  
Visitor & Convention Bureau Visitor Guide Book  
Miles Partnership, LLLP - Amendment No. 1

**FIRST AMENDMENT OF THE AGREEMENT FOR  
VISITOR & CONVENTION BUREAU VISITOR GUIDE BOOK**

FIRST AMENDMENT OF THE AGREEMENT FOR VISITOR & CONVENTION BUREAU VISITOR GUIDE BOOK (“Amendment”), made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida (“County”) and Miles Partnership, LLLP, (“Vendor”), collectively, the “Parties”.

WHEREAS, the County entered into an Agreement to purchase publication services for the Lee County Visitor & Convention Bureau Visitor Guide, inclusive of creative design, content development, printing and delivery, through Solicitation RFP200282CJV, with the Vendor on the 28<sup>th</sup> day of December, 2020 (“Agreement”); and,

WHEREAS, after the execution of the agreement it was determined that it would be in the best interest of the County to modify the Exhibit A. Specifications or Scope of Services of the Agreement to allow for more flexibility in the number of Visitor Guides being produced per year, and the dates and method of publication, to allow for more frequent publications and distribution either digitally, physically, or both, at the discretion of the County; and,

WHEREAS, after the execution of the agreement it was also determined that it would be in the best interest of the County to modify Section II. TERM AND DELIVERY, of the Agreement to allow for more flexibility in length and number of renewals, and more flexibility in the final termination of the Agreement, to allow the County to include all required deliverables within the Agreement term; and,

WHEREAS, Pursuant to Section XVI. MISCELLANEOUS of the Agreement the Parties desire to enter into this First Amendment to modify the Exhibit A. Specifications or Scope of Services and Section II. TERM AND DELIVERY of the Agreement to accomplish the aforementioned changes accordingly.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Effective immediately, Section II. Term and Delivery of the Agreement shall be superseded by:

“A. This Agreement shall commence immediately upon the effective date and shall continue on an as-needed basis for a term of three (3) years. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. This Agreement will remain in effect beyond the last renewal term, until the final deliverable has been received and approved by the County and the final invoice has received from the Vendor and paid by the County.”

2. Effective immediately, the Exhibit A. Specifications or Scope of Services shall be supplemented by:

“3.5 The County shall have the discretion to order the guidebook in a print format only, following the specifications in Section 3.3, in digital format only, following the specifications in Section 3.4, or both during any publication period. The County will provide the Vendor with notice of the intended print formats when reviewing and approving the draft guidebook, per section 3.3.

3.6 The guidebook shall be published by the Vendor several times annually, as agreed upon by the County and the Vendor, as they deem appropriate to encapsulate the recovery effort and ever-changing climate of Lee County and Southwest Florida, so long as the cost does not exceed the total fees accounted for in the Exhibit B. Fee Schedule of the Agreement.

[The remainder of this page is intentionally left blank.]

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IN WITNESS WHEREOF this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective Parties hereto.

DATED this 9/21/2023 | 3:32 PM EDT by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

DocuSigned by:  
BY: Tamara Pigott  
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Tamara Pigott  
Executive Director of Lee County Visitor & Convention Bureau, on behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of Lee County Only

DocuSigned by:  
BY: Andrea Fraser  
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County Attorney's Office

DATED this 20<sup>th</sup> day of SEPTEMBER, 2023 by Miles Partnership, LLLP

ATTEST:

BY: [Signature]  
Authorized Signature

Jay Scallen  
(Witness)

DAVID BURGESS  
Authorized Signature Printed Name

PRESIDENT + CEO  
Authorized Signature Title

CORPORATE SEAL: