

**AGREEMENT FOR  
VCB Tourism Advertising, Program Planning, Creation & Implementation**

**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 MMGY Global, LLC, a Delaware company authorized to do business in the State of Florida, whose address is 7309 W. 80th Street Suite 400 Overland Park, KS 66204 and whose federal tax identification number is 45-4094535, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase professional services from the Vendor in connection with "VCB Tourism Advertising, Program Planning, Creation & Implementation" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP210140BAG on February 23, 2021 (the "Solicitation"); and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

**WHEREAS**, the County posted a Notice of Intended Decision on May 10, 2021 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:

**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 Solicitation No. RFP210140BAG as modified by its addendums #1 and #2, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

**TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement services on an "as needed basis" for one (1) three-year (3) period. 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. The effective date shall be October 1, 2021.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

#### **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 services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization 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.

#### **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.

#### **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.

#### **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.

## **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.

## **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, [PRRCustodian@leegov.com](mailto:PRRCustodian@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.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

### **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.

### **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. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the 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.

### **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.

### **TERMINATION**

- A. The County shall have the right at any time upon thirty (90) 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 sub-

contracts 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'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.

### **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.

### **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.

#### **VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

#### **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. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. 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:

County's Representatives:

Name: Hugh McConnell

Names: Roger Desjarlais Mary Tucker

Title: CFO

Titles: County Manager Director of Procurement Management

Address:	7309 W. 80th Street Suite 400	Address:	P.O. Box 398
	Overland Park, KS 66204		Fort Myers, FL 33902
Telephone:	(816) 472-5988	Telephone:	239-533-2221 239-533-8881
Facsimile:	(816) 221-1021	Facsimile:	239-485-2262 239-485-8383
E-mail:	<a href="mailto:mborchers@mmgygl-obal.com">mborchers@mmgygl-obal.com</a>	E-Mail:	<a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a> <a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a>

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

Print Name: Triston Cummings

**MMGY GLOBAL, LLC**

Signed By: *[Signature]*

Print Name: Hugh McConner

Title: CFO

Date: 7/28/2021

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: *[Signature]*  
Vice CHAIR

DATE: 9-9-21

ATTEST:

CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: *[Signature]*  
DEPUTY CLERK

Commissioner Cecil L. Pendergrass  
Lee County Board of County Commissioners  
District 2

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

BY: *[Signature]*  
OFFICE OF THE COUNTY ATTORNEY



## **EXHIBIT A**

### **SPECIFICATIONS OR SCOPE OF SERVICES**

#### **1. GENERAL SCOPE**

1.1 The Vendor shall be the principal advisor and provider to the County's Visitor & Convention Bureau (VCB) for the following services:

- 1.1.1. Development and implementation of an integrated strategic advertising plan
- 1.1.2. Creative strategy, creation and production of all advertising materials including but not limited to print, broadcast, web/interactive, social media, out-of-home, collateral, and trade show displays
- 1.1.3. Development and coordination and placement of media plans
- 1.1.4. Brand marketing/stewardship
- 1.1.5. Creation and implementation of cooperative advertising programs
- 1.1.6. Development of proactive promotions in order to stretch the reach of the advertising budget

1.2 The County shall have the right of final review and approval over all creative concepts, materials or other creative print or electronic productions produced by the Vendor. County approval(s) shall be provided to the Vendor in a timely manner.

#### **2.TASKS**

2.1 The Vendor shall perform all services and work necessary to complete the following tasks and provide the following items. The County reserves the right to add or delete, at any time, any or all tasks or services associates with this agreement.

2.1.1 Program Management and Review: Vendor will regularly review the overall composition of the advertising and sales promotional efforts and suggest program additions and/or modifications that will enhance program performance. Any changes in the advertising program resulting from these reviews must be implemented within the limits of the budget, compensations, and schedule established in the Agreement. Vendor will meet with County on a regular basis and attend meetings or industry functions deemed appropriate by the County. County shall have the right of approval of all work done by the Vendor and the Vendor will make revisions subject to County recommendations in this Task.

- a. Market Situational Analysis: Vendor will examine all circumstances that will affect tourism to Lee County in 2021-2024 as they relate to past and present conditions of tourism to Lee County. This Task shall include but is not restricted to, trends in growth, tax collections, deplanements and significant political, environmental, legal and financial variables. Vendor will also study the relative performance of the past and present advertising campaigns with respect to a list of competitive destinations, developed and mutually accepted by the County and Vendor. This information will be used a base for development of Tasks 1b-j, 2, 3, 4, 5a-e and 6.

- b. Determine Target Markets: To be based on statistical information provided in quarterly reports as provided by the County's research contractor and data provided by the Lee County Port Authority. The Vendor will coordinate with County to define target markets with respect to geographic, demographic, and psychographic variables domestically and internationally.
- c. Determine Program Performance Goals: Vendor will define the performance goals for the overall advertising and promotions program, including the forecasting of consumer, trade inquires, and website traffic. The County shall have the right of approval of all work done by the Vendor and Vendor will make revisions subject to County recommendations.
- d. Determine Advertising Strategy: Vendor will develop and recommend a specific consumer and trade advertising strategy with reference to the market situation analysis and target market(s). This shall include a creative strategy that will specify how advertising should be developed and a media strategy which will deliver the County's message to the target market(s) in the most efficient and effective manner. County shall have the right of approval of all work done by the Vendor and Vendor will make revisions subject to County recommendations.
- e. Development and Management of Media Plan: Vendor will draft and submit a recommended media (advertising) plan and schedule incorporating the optimum media mix against the target markets. Vendor will develop and submit the recommended plan covering the period October 1, 2021 through September 30, 2022. The media plan will be developed on an annual basis for the following subsequent fiscal years: October 1, 2022 through September 30, 2023 and October 1, 2023 through September 30, 2024. County shall have the right of approval of all work done by the Vendor and Vendor will make revisions subject to County recommendations. Vendor will review the performance of the advertising placed in the approved media plan on a monthly basis including the analysis of inquires on a current -month, year-to-date and to the approved media plan that may be deemed appropriate because of the changes in the market situation, competitive position or lack of effectiveness by ads. Upon approval by the County, Vendor will implement changes deemed necessary to the advertising program. All professional services of the Vendor provided in the execution of this Task are covered under the retainer fee.
- f. Development and Management of Program Budget: Vendor will draft and submit a recommended annual program budget including advertising space/time, ad production, collateral, and support promotional elements covering the following periods: October 1, 2021 through September 30, , 2022, October 1, 2022 through September 30, 2023, and October 1, 2023 through September 30, 2024. County shall have the right of approval of all work done by the Vendor and Vendor will make revisions subject to County

recommendations. The program budget will be developed each year, subject to County's tourism marketing budget allocation.

- g. Creative Concepting, Production Supervision and Traffic: As appropriate, Vendor will develop and submit several alternative creative concepts based on a comprehensive creative work plan approved by the client. The creative time incurred to develop the concepts is covered under the monthly retainer fee. County shall have the right of approval of all work done by the Vendor and Vendor will make revisions subject to County recommendations. Upon approval of one of the concepts, the selected creative will be further developed through final execution and all Vendor staff time will be covered under the monthly retainer fee. The professional services required to get competitive outsider bids, provide a cost estimate on the job and to oversee the outside suppliers involved in finalizing the creative is also covered under the retainer fee.
  - h. Development of Cooperative Advertising Program: The Vendor will develop, in cooperation with County, budget enhancing partnerships. Vendor will concept, develop and implement all national and international co-operative advertising programs under this Task. Vendor will concept and develop an annual local market co-operative advertising program under this Task and all professional services of the Vendor involved in this program development are covered under the retainer fee.
  - i. Database and Fulfillment Management: The Vendor will oversee the development of the County's database from all consumer leads generated (phone, mail, electronic.) Vendor will produce various reports including the fulfillment inquiry report, Tourism Development Council (TDC) fulfillment inquiry report, fulfillment mailing report and other specialized reports that may be needed to facilitate the fulfillment and tracking process. Vendor will act as liaison between the call center, fulfillment house, County and Vendor.
  - j. Research Analysis and Recommendations: Using the research provided by the County's research company of record and any other data providers identified by the County, Vendor will analyze the data and make recommendations necessary to complete the tasks outlined in 2.1.1a-i.
2. Public Relations and Promotions Program Management: The Vendor, working with County staff, will develop and assist in implementation of a communications plan and strategy. The Vendor will secure awareness building opportunities for the County through programs such as contests, promotions, or special events, etc. As part of leveraged media negotiations, the Vendor will handle the implementation of these programs to maximize exposure. All Vendor staff time will be covered under the monthly retainer fee, while costs associated with these contests, promotions, or special events, etc., will be billed to this Task at actual net cost with proper

documentation. International PR support and use of international affiliates will be billed outside of retainer fee to Task as approved by County.

3. Creative Production: The Vendor will arrange, coordinate, supervise, and, where applicable, perform the production of all required collateral materials which shall include but may not be restricted to the preparation of layouts, copywriting, photography/illustrations, to the stage of the finished product. County shall have the right of approval of all work done by the Vendor and Vendor will make revisions subject to County recommendations of this Task. Compensation for Vendor staff services required to complete this Task will be covered under the monthly retainer, while other costs associated with collateral production (photography, videography, copying, printing, etc.), will be billed to this Task at actual net cost with proper documentation.

The County retains the right to exercise direct purchase of printing services from other vendors for brochures or other printed goods.

4. Media Plan Implementation: Vendor will arrange, coordinate, supervise, and implement the purchase of advertising media per the plan, including the issuance of purchase authorizations for County approval, media orders and submission to County of tear sheets and/or affidavits for proof of performance by the media outlet. All media will be billed to this Task as actual net cost with proper documentation provided to the County.

The Vendor will coordinate, in cooperation with County, budget enhancing programs through the use and implementation of co-operative marketing programs, leveraged media negotiations and promotions. The goal of \$3,250,000 in additional exposure for the County shall be generated in partnership with the County. Programs shall be undertaken in appropriate target markets with prior approval by the County. All revenue generated as a result of the local market co-operative advertising program will either be credited against the media plan expenses or utilized to expand the media plan.

5. Interactive Services Program Management: The Vendor will guide development and implementation of the County's web sites and integrated internet and digital marketing plan.
  - a. Website: Vendor is responsible for overseeing the structure and architecture of the sites, and maximizing and enhancing the performance of the sites. Upon approval of scope of work to be performed by Vendor, all staff time will be at the agency's standard hourly rates outlined in Exhibit S/COA-B-title "Compensation and Method of Payment".
  - b. Search Marketing: Vendor is responsible for the development and execution of the County's search marketing plan designed to improve volume and quality of

traffic to the website including organic optimization, reciprocal link alliances and paid placement. Upon approval of scope of work to be performed by Vendor, all staff time will be at the agency's standard hourly rates outlined in Exhibit B, Fee Schedule; all other costs associated with this plan will be billed to this Task number with proper documentation provided to the County.

- c. Social Media: Vendor will provide strategic input and oversight of the County's social media program. All Vendor staff time will be covered under the monthly retainer fee, while costs associated with the execution of the program and monitoring of social activity will be billed to this Task at costs approved by County.
  - d. Electronic Client Relationship Management (eCRM): Vendor will manage the deployment, database management and coordination for email campaigns, with a focus on segmentation and optimization. Vendor staff services required to complete creative and strategy tasks are covered under the monthly retainer fee; all costs related to deployment of eCRM to include license/platform expenses, development of emails, and email sends as approved by the County will be billed to this Task number with proper documentation provided to the County.
  - e. Organic Optimization: The vendor is responsible for the search engine optimization of the County's tourism marketing website(s).
- 6. Measurement: Vendor will develop a customized mechanism to measure the performance of the advertising. Monthly results and analysis reports will be provided to the County. All costs associated with the measurement model will be billed to this Task.
  - 7. Shipments of Material, Travel and Miscellaneous Expenses: Vendor will coordinate and supervise shipment of all advertising and collateral materials, whether conceptual or in a produced format, via a licensed, bonded common freight carrier/courier. Vendor agrees to ship all brochures and print materials at cost. All billable miscellaneous expenses include items such as copies and travel incurred on County behalf will be billed to this Task. All costs will be billed to this Task at actual net cost with proper documentation provided to the County.
  - 8. Research: Includes quarterly participation in Portrait of the American Travelers. Vendor will provide both pre-release national top-line data in addition to destination specific research and analysis.
  - 9. Special Projects: Upon direction from the County, Vendor may be called upon to assist with special projects that enhance the County's marketing effort. All Vendor staff time for these projects will be covered under the monthly retainer fee, while any costs associated with the execution of said projects will be billed to this Task



at actual net cost or per the rates outlined in Exhibit B, Attachment 2, with proper documentation provided to the County.

**EXHIBIT B**  
**FEE SCHEDULE**

**1. COMPENSATION**

- 1.1 This Exhibit, including the fees contained herein, shall be renegotiated annually and replaced in its entirety by an amendment executed by both parties.
- 1.2 For all services and work products described in Exhibit A, the County agrees to pay the Vendor as provided below for the first year of the Agreement. Total payments under this Agreement for the first year shall not exceed \$12,559,715.00; however, the fees allocated to each Task below may be adjusted by the County in order to best take advantage of current market conditions.
- 1.3 The Vendor shall invoice the County monthly and each Task shall be invoiced separately.
- 1.4 Any financial or other obligations made by the Vendor on behalf of the County of which the County has or will be compensating or reimbursing the Vendor are required to be paid by the Vendor within a timeframe not to exceed thirty (30) calendar days from receipt of the invoice for the designated services from the County.
- 1.5 Fees provided for within the final Agreement shall be renegotiated annually and shall be replaced in its entirety by an amendment to the Agreement executed by the County and the Vendor.

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE
1	<b>Program Management &amp; Review</b> a. Market Situation Analysis b. Determine Target Markets c. Determine Program Performance Goals d. Determine Advertising Strategy e. Development & Management of Media Plan f. Development & Management of Program Budget g. Creative Concepting, Production Supervision & Traffic h. Development of Co-Op Advertising Programs i. Database and Fulfillment Management	\$1,500,000.00	LS (Monthly*)

	j. Research Analysis & Recommendations		
2	<b>Public Relations &amp; Promotions</b>	\$604,455.00	NTE
3	<b>Creative Production</b>	\$460,000.00	NTE
	a. Content Strategy & Asset Development	\$108,000.00	LS (Monthly*)
4	<b>Media Plan Implementation</b>	\$7,852,000.00	NTE
	a. Paid Social	\$630,000.00	LS (Quarterly**)
	b. Paid Search	\$600,000.00	LS (Monthly*)
	c. Co-Op Reinvestment in Media	(\$200,000.00)	NTE
5	<b>Interactive Services Program Management</b>	\$281,900.00	NTE
	a. Website Support & Maintenance	\$180,000.00	LS (Monthly*)
	b. eCRM - Project Management	\$100,800.00	LS (Monthly*)
	c. Social Media - Channel Management & Reporting	\$118,560.00	LS (Monthly*)
	d. Organic Optimization		
	e.DXP – Data Mapping and Management	\$20,000.00	LS
		\$65,000.00	LS (Monthly*)
	<b>Measurement &amp; Reporting</b>		
6		\$50,000.00	LS (Monthly*)
7	<b>Shipping, Travel &amp; Misc. Expenses</b>	\$30,000.00	NTE
8	<b>Research</b>	\$159,000.00	LS (Quarterly**)
<b>TOTAL</b>		<b>\$12,559,715.00</b>	<b>NTE</b>

\* Monthly, as used in this Exhibit, shall mean that the Vendor shall invoice the County in 12 equal monthly installments that total the not-to-exceed amounts listed herein.

\*\* Quarterly, as used in this Exhibit, shall mean that the Vendor shall invoice the County in four (4) equal, quarterly installments that total the not-to-exceed amounts listed herein.

## 2. ADDITIONAL SERVICES

In the event that the County requests additional services from the Vendor as provided in Section V Additional Purchases, and the additional services are mutually agreed upon in writing by both parties, the following personnel rates shall be used as the basis of compensation for such services.

(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate To Be Charged
<b>EXECUTIVE</b>	
CEO	\$350.00
President	\$325.00
COO	\$325.00
<b>STRATEGY, DATA STRATEGY &amp; MEASUREMENT</b>	
SVP, Data Strategy	\$250.00
Director, Data Management	\$175.00
Senior Brand Strategist	\$175.00
Supervisor, Performance Analyst	\$150.00
Performance Analyst	\$135.00
Associate Performance Analyst	\$125.00
<b>RESEARCH</b>	
EVP, Global Strategy	\$300.00
SVP, Research & Insights	\$250.00
Director, Market Research	\$200.00
Senior Market Research Analyst	\$175.00
Market Research	\$150.00
<b>ACCOUNT MANAGEMENT</b>	
SVP, Account Management	\$250.00
VP, Group Account Director	\$200.00
Group Account Director	\$175.00
Account Director	\$150.00
Account Supervisor	\$135.00
Senior Account Executive	\$125.00
Account Executive	\$100.00
Account Coordinator	\$85.00
<b>CREATIVE</b>	
EVP, Global Brand Strategy	\$300.00
VP, Executive Creative Director	\$250.00
Group Creative Director	\$225.00
Director, Engagement Planning	\$175.00
Associate Creative Director	\$200.00
Creative Director	\$200.00
Senior Art Director	\$175.00
Senior Interactive Art Director	\$175.00
Senior Copywriter	\$175.00
Art Director	\$150.00
Copywriter	\$150.00
Junior Art Director	\$125.00
Junior Copywriter	\$125.00
VP, Production Services	\$200.00
Director of Video Production	\$175.00

Videographer/Editor	\$150.00
Studio Manager	\$150.00
Producer	\$125.00
Senior Production Artist	\$125.00
Graphic Designer	\$100.00
Production Artist	\$85.00
Director, Editorial Services	\$150.00
Copy Editor	\$125.00
Narrative Specialist	\$125.00
Proofreader	\$85.00
<b>TECHNOLOGY SOLUTIONS</b>	
VP, Marketing Technology	\$200.00
VP, Web Design & Content Strategy	\$200.00
User Experience Designer	\$175.00
Quality Assurance Analyst	\$100.00
Business Analyst	\$150.00
Interactive Art Designer	\$125.00
Solutions Architect	\$175.00
Lead Developer	\$165.00
Lead Interactive Developer	\$125.00
Developer	\$150.00
Manager, PMO	\$165.00
Senior Project Manager	\$150.00
Project Manager	\$125.00
Interactive Web Developer	\$150.00
Content Coordinator	\$85.00
Content Specialist	\$60.00
Email Marketing Supervisor	\$150.00
Email Marketing Program Manager	\$125.00
Email Marketing Coordinator	\$85.00
<b>MEDIA</b>	
SVP, Media Strategy	\$250.00
VP, Group Media Director	\$200.00
Group Media Director	\$175.00
Media Director	\$175.00
Associate Media Director	\$175.00
Media Supervisor	\$165.00
Senior Media Planner	\$150.00
Media Planner	\$135.00
Senior Media Manager	\$135.00
Media Buyer	\$125.00
Associate Media Manager	\$100.00
Media AdOps Coordinator	\$85.00
Manager of Search	\$150.00
Search Specialist	\$123.00
<b>PUBLIC RELATIONS &amp; EXPERIMENTAL MARKETING</b>	
EVP, Managing Director	\$300.00
SVP, Public Relations	\$275.00
VP, Public Relations	\$250.00
Senior Account Director	\$225.00
VP, Experimental Marketing & Production	\$200.00
Account Director	\$200.00
Account Supervisor	\$175.00

Senior Account Executive	\$165.00
Account Executive	\$150.00
Account Coordinator	\$125.00
<b>SOCIAL MEDIA</b>	
VP, Social Media and Content Strategy	\$250.00
Director, Social Media	\$200.00
Social Media Specialist	\$175.00
Social Media Creative	\$150.00
Social Media Senior Social Manager	\$165.00
Social Media Manager	\$150.00
Social Community Manager	\$125.00

When the Vendor's compensation is based on an hourly rate for professional and/or technical personnel, the Vendor shall, in addition to such hourly rates as are set forth herein, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs for travel, networking, entertainment familiarization tours, and promotional expenses.

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.

#### Lodging

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

#### Transportation

- 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 includes vehicle rental (rental, insurance and fuel charges), taxi service, train tickets, rail passes, busses, etc.
- Man-hours spent in travel time to and from work or the job site(s), are not compensable.

## EXHIBIT C

### INSURANCE REQUIREMENTS



<b>Lee County Insurance Requirements including Professional Liability</b>
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**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)

- 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

- d. **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.

\$1,000,000 combined single limit (CSL) of BI and PD

*\*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.



**EXHIBIT D**  
**VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND  
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

**Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit.** I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 7/29/21

STATE OF Kansas  
COUNTY OF Johnson

[Signature]  
Signature  
David McLowry, CFO  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 29<sup>th</sup> day of July, 2021, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: Personally Known.

[Stamp/seal required]

[Signature]  
Signature, Notary Public

