

**AGREEMENT FOR
TOURISM ADVERTISING, PROGRAM PLANNING,
CREATION AND IMPLEMENTATION**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and MMGY Global, LLC, a Missouri limited liability company authorized to conduct business in the state of Florida, 4601 Madison Ave., Kansas City, MO 64112, hereinafter referred to as "Vendor."

WITNESSETH

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

WHEREAS, the County issued a solicitation, RFP160255 on April 1, 2016; and,

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

WHEREAS, the County posted a Notice of Intended Decision Proposal Action on June 28, 2016; 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 RFP160255, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence on October 1, 2016 and shall continue for a period of three (3) years. The County reserves the right to renew

this Agreement for up to two (2) additional one (1)-year periods, upon the mutual written agreement of both parties.

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

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 RFP160255, 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 nonappropriation 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 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, §218.70, et seq. F.S., 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 address indicated on the purchase order 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+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

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 §119.0701, F.S., 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) provide the public with access to public records on the same terms and conditions that the County would provide the records and 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, <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

- A. It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.
- B. The County shall retain the rights of use and ownership to any and all creative concepts, advertising materials and other creative print or electronic productions produced by the Vendor, and the County retains the right to reuse any and all of these goods and materials. County realizes that outside suppliers, including, but not limited to, photographers, may retain certain usage rights, so the County may not have rights of reuse without further payment and/or negotiation. In

these instances, the Vendor will spell out these terms prior to purchasing any product with such a stipulation.

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. County reserves the right to approve Vendor's representative and location.
- C. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- D. 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 cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable 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 fifteen (15) 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'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 claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIV. 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 Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that 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 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.
- E. 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.
- F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. 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:	<u>Clayton Reid</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>President & CEO</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>4601 Madison Ave.</u> <u>Kansas City, MO 64112</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>816-472-5988</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>816-221-1021</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>creid@mmgyglobal.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- J. 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. RFP160255
4. Vendor's Submittal in Response to RFP160255

[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: Frank McConnell

MMGY Global, LLC

Signed By: [Signature]

Print Name: Gregory P. Rao

Title: CEO

Date: 9/22/16

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 11/23/16

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



EXHIBIT A SCOPE OF SERVICES

GENERAL SCOPE

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

- Development and implementation of an integrated strategic advertising plan
- 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
- Development and coordination and placement of media plans
- Brand marketing/stewardship
- Creation and implementation of cooperative advertising programs
- Development of proactive promotions in order to stretch the reach of the advertising budget

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.

TASKS

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.

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 2016-2019 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-d and 6.
 - b. **Determine Target Markets:** To be based on statistical information provided in quarterly reports as provided by the County's research

EXHIBIT A

SCOPE OF SERVICES

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, 2016 through September 30, 2017. The media plan will be developed on an annual basis for the following subsequent fiscal years: October 1, 2017 through September 30, 2018 and October 1, 2018 through September 30, 2019. 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 provides 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, 2016 through September 30, 2017, October 1, 2017 through September 30, 2018, and October 1, 2018 through September 30, 2019. 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

EXHIBIT A

SCOPE OF SERVICES

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 ad 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, Vendor will analyze the data and make recommendations necessary to complete the tasks outlined in 1a-h.
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.

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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, and coordinate, and 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, and coordinate, and 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 \$3,000,000 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

EXHIBIT A

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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 S/COA-B-title "Compensation and Method of Payment"; 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 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 travelhorizons surveys. 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

COMPENSATION

- A. This Exhibit, including the fees contained herein, shall be renegotiated annually and replaced in its entirety by an amendment executed by both parties.
- B. 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 \$11,785,297.00; however, the fees allocated to each Task below may be adjusted by the County in order to best take advantage of current market conditions.
- C. The Vendor shall invoice the County monthly and each Task shall be invoiced separately.
- D. 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.

Task No.	Task Title	Amount of Compensation	Basis of Compensation: Lump Sum (LS) or Not-to-Exceed (NTE)
1	<u>Program Management & Review</u> <ol style="list-style-type: none"> 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 <u>Research Analysis & Recommendations</u>	\$1,485,800.00*	LS (Monthly**)
2	<u>Public Relations & Promotions</u>	\$476,000.00	NTE

EXHIBIT B FEE SCHEDULE

3	<u>Creative Production</u> a. Content Strategy & Asset Development	\$737,424.00 \$108,000.00	NTE LS (Monthly**)
4	<u>Media Plan Implementation</u> a. Paid Social b. Paid Search c. Co-Op Reinvestment in Media	\$7,730,000.00 \$500,000.00 \$360,000.00 (\$350,000.00)	NTE LS (Quarterly***) LS (Monthly**) NTE
5	<u>Interactive Services Program Management</u> a. Website Support & Maintenance b. Website Hosting c. eCRM – Project Management d. Social Media – Channel Management & Reporting e. Organic Optimization	\$275,400.00 \$165,000.00 \$15,600.00 \$90,000.00 \$85,000.00 \$20,000.00	NTE LS (Monthly**) LS (Monthly**) LS (Monthly**) LS (Monthly**) LS
6	<u>Measurement /Dashboard</u>	\$40,000.00	LS (Monthly**)
7	<u>Shipping, Travel & Misc. Expenses</u>	\$23,073.00	NTE
8	<u>Research</u>	\$24,000.00	LS (Quarterly***)
TOTAL		\$11,785,297.00	NTE

* The County shall pay the Vendor a total annual retainer fee of \$1,485,800.00, for which the Vendor shall invoice the County in 12 equal monthly installments. The County shall withhold 5% of the Vendor's retainer fee each month until the end of the County's Fiscal Year. At the end of the Fiscal Year, the County shall pay the Vendor the total withheld amount provided that the Vendor has met all of the performance goals as mutually agreed-upon in writing each year during the development of the annual marketing plan. In the event that the Vendor has not met the performance goals, the Vendor shall forfeit the total amount withheld by the County for the Fiscal Year.

** 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.

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.

**EXHIBIT B
FEE SCHEDULE**

Project Position or Classification (Function to be Performed)	Hourly Rate To Be Charged
Chief Creative Officer	\$300.00
Creative Director	200.00
Sr. Art Director	150.00
Sr. Copywriter	150.00
Art Director	125.00
Copywriter	125.00
VP, Interactive Technical Director	200.00
Solutions Architect	175.00
Lead Application Developer	150.00
Video Shooting/Editing	150.00
Application Developer	125.00
Lead Interactive Web Developer	125.00
Interactive Web Developer	100.00
Business Analyst	150.00
User Experience Designer	125.00
Sr. Project Manager	150.00
Project Manager	125.00
Videographer & Editing	175.00
Manager/Analytics & Search	125.00
Search Analyst	100.00
Link Building Coordinator	85.00
Producer	100.00
Quality Assurance Analyst	100.00
System Administrator	100.00
Studio Artist	100.00
Content Entry	60.00
Proofreader	60.00
VP, Client Services	200.00
Group Director	175.00
Account Supervisor	150.00
Account Executive	125.00
Account Coordinator	85.00
SVP, Media Director	175.00
Associate Media Director	150.00

**EXHIBIT B
FEE SCHEDULE**

Digital Media Supervisor	135.00
Media Supervisor	135.00
Digital Media Planner	125.00
Media Planner	125.00
Media Coordinator	85.00
Production Manager	150.00
Traffic/Creative Manager	100.00
EVP, Managing Director	300.00
SVP, Public Relations	250.00
VP, Public Relations	200.00
P/R Media Specialist	195.00
P/R Senior Group Director	175.00
P/R Group Director	150.00
P/R Senior Account Executive	135.00
P/R Account Executive	125.00
P/R Coordinator	100.00
VP, Insights	250.00
Research Manager	175.00
Research Project Manager	160.00
Research Analyst	150.00
VP, Social Strategy	200.00
Social Group Supervisor	175.00
Director of Content Strategy	150.00
Content Manager	100.00
Social Media Strategist	150.00
Sr. Social Media Manager	135.00
Social Media Manager	100.00
EVP, Global Strategy	300.00
VP, Engagement Marketing	200.00
Director/Data, Measurement & Analytics	175.00
Data Analyst	125.00
Marketing Analyst	125.00
Email Marketing Manager	125.00
Email Marketing Coordinator	85.00

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

EXHIBIT B FEE SCHEDULE

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

Minimum Insurance Requirements: *Lee County Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Agreement. 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:

- \$500,000 per occurrence
- \$1,000,000 general aggregate
- \$500,000 products and completed operations
- \$500,000 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:

- \$500,000 combined single limit (CSL)
- \$300,000 bodily injury per person
- \$500,000 bodily injury per accident
- \$300,000 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:

- \$100,000 per accident
- \$100,000 disease limit
- \$500,000 disease – policy limit

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

EXHIBIT C INSURANCE REQUIREMENTS

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.



MMGYGLO-01

KOTIANSR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Willis of Tennessee, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: Willis Towers Watson Certificate Center

PHONE (A/C, No, Ext): (877) 945-7378

FAX (A/C, No): (888) 467-2378

E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: National Fire Insurance Company of Hartford 20478

INSURER B: Continental Casualty Company 20443

INSURER C: American Casualty Company of Reading, PA 20427

INSURER D: Hiscox Insurance Company Inc. 10200

INSURER E:

INSURER F:

INSURED

MMGY Global, LLC
4601 Madison Ave
Kansas City, MO 64112

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6043406695	09/25/2016	09/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6024032530	09/25/2016	09/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6024032544	09/25/2016	09/25/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	6024032561	09/25/2016	09/25/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions		US UUA 2717951.16	02/16/2016	02/16/2017	Limit 5,000,000
C	Workers Compensation		6043369339	09/25/2016	09/25/2017	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE VOIDS & REPLACES THE PREVIOUSLY ISSUED CERTIFICATE DATED: 10/19/2016

Vendor add Lee County Board of County Commissioners (Lee County BOCC) are included as Additional Insureds as respects to General Liability.

CERTIFICATE HOLDER

CANCELLATION

Lee County Board of County Commissioners (Lee County BOCC)
PO Box 398
Fort Myers, FL 33902

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Workers Compensation & Employers Liability - CA CARRIER: American Casualty Company of Reading, PA POLICY TERM: 09/25/2016 – 09/25/2017 POLICY NUMBER: 6043369339	Per Statute \$1,000,000 E.L. Each Accident \$1,000,000 E.L. Disease - Policy Limit \$1,000,000 E.L. Disease - Each Employee

Blue Sheet No. 20160497	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 9/20/2016	Item No. 11
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TITLE:
Award contract for tourism advertising, program planning, creation and implementation to MMGY Global, LLC

ACTION REQUESTED:
A) Approve the ranking of firms by the Evaluation Committee for Request for Proposal No. RFP160255, Tourism Advertising, Program Planning, Creation and Implementation, in the following order: 1) MMGY Global, LLC 2) Fuseideas and The Zimmerman Agency (tie) 3) The Bohan Agency 4) Thrive Media, Inc.

B) Approve award of Request for Proposal No. RFP160255, Tourism Advertising, Program Planning, Creation and Implementation, to the top-ranked firm, MMGY Global, LLC, to provide a comprehensive tourism advertising, program planning, creation and implementation effort as administered by the Lee County Visitor & Convention Bureau (VCB) commencing on October 1, 2016. The initial contract term is three years and the fees will be negotiated annually. The negotiated contract price for Fiscal Year 2016-2017 is not to exceed \$11,785,297.00.

C) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.

D) Grant the Director of Procurement Management the authority to renegotiate and execute amendments of the contract each year in an amount not to exceed the VCB's annual, adopted Advertising budget.

E) Grant the Director of Procurement Management the authority to renegotiate and execute renewals of this contract, with approval from County Administration, for two additional, one-year terms in an amount not to exceed the VCB's annual, adopted Advertising budget, if doing so is in the best interest of Lee County.

FUNDING:
\$11,850,000.00; Tourist Development Tax; Included in Budget

HB5520317400.504810

WHAT ACTION ACCOMPLISHES:
Approves the ranking of firms and authorizes the execution of a contract with the top ranked firm, MMGY Global, LLC, for Request for Proposal No. RFP160255 Tourism Advertising, Program Planning, Creation and Implementation, in an amount not to exceed \$11,785,297 for Fiscal Year 2016-2017. Provides the Visitor and Convention Bureau (VCB) with comprehensive advertising services to promote Lee County as a leading tourism destination. The initial contract term is three years and the fees will be negotiated annually.

MANAGEMENT RECOMMENDATION:
Approve

Required Review:					
Tamara Pigott	Tamara Pigott	Andrea R. Fraser	Mary Tucker	Lori Borman	Mike Figueroa
VISITOR AND CONVENTION BUREAU	VISITOR AND CONVENTION BUREAU	County Attorney	Purchasing	Budget Analyst	Risk
Peter Winton	Glen Salyer				
Budget Services	County Manager				

Requirement/Purpose: (specify)		Request Initiated	
<input type="checkbox"/> Statute		Commissioner:	
<input type="checkbox"/> Ordinance		Department: VISITOR AND CONVENTION BUREAU	
<input checked="" type="checkbox"/> Admin Code	AC-4-1	Division: No Divisions	
<input type="checkbox"/> Other		By: Tamara Pigott	
Background:			
<p>The Lee County VCB is the official marketing and promotional agency for visitation to Lee County. The organization brands and markets the area as The Beaches of Fort Myers & Sanibel and is funded by the 5% tourist tax on short term accommodations commonly known as the bed tax. The VCB contracts with a professional marketing firm to effectively evaluate, develop, and execute an integrated advertising and marketing campaign to promote Lee County to its worldwide markets.</p> <p>On the established deadline of May 17, 2016, Procurement received a total of five proposals. All proposals were considered at the Proposal Evaluation Committee meeting on June 28, 2016. During the evaluation process, the Proposal Evaluation Committee considered criteria as listed in the solicitation, including overall firm experience, selected team experience, in-house talent and services, creative strength, media buying, strategic planning, and new media/emerging technologies. On the basis of the information submitted by the firms in their proposals, it was the consensus of the committee to recommend to the Board of County Commissioners the ranking as follows: 1) MMGY Global, LLC 2) Fuseideas and The Zimmerman Agency (tie) 3) The Bohan Agency 4) Thrive Media, Inc.</p> <p>MMGY Global, LLC is the incumbent vendor currently providing Lee County tourism advertising and marketing services under Contract No. 5746, which expires on September 30, 2016. The services provided by MMGY Global, LLC have been valuable to Lee County and effective at furthering the goals of the VCB for overall tourism promotion efforts. Visitor expenditures were up 4.6% from calendar year 2014 to 2015 and it is up 1.6% for the first half of 2016.</p> <p>The contract term will be for three years effective October 1, 2016 through September 30, 2019. The contract price will be negotiated annually based on the VCB's annual, adopted Advertising budget. The anticipated Advertising budget for Fiscal Year 2016-2017 is \$11,850,000, and the contract amount for the first year is \$11,785,297.</p> <p>The County reserves the right to renew the contract for up to two additional, one-year terms upon mutual agreement of both parties and under the same terms and conditions.</p> <p>1) Evaluation Meeting Minutes with Final Ranking 2) Proposed Contract for Execution by the Chair</p>			

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Foreign Limited Liability Company**

MMGY GLOBAL, LLC

Filing Information

Document Number	M12000000426
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State	DE
Status	ACTIVE

Principal Address4601 MADISON AVENUE
KANSAS CITY, MO 64112**Mailing Address**4601 MADISON AVENUE
KANSAS CITY, MO 64112**Registered Agent Name & Address**YESAWICH, PETER C
423 SOUTH KELLER ROAD, SUITE 100
ORLANDO, FL 32810**Authorized Person(s) Detail****Name & Address**

Title MGR

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4601 MADISON AVENUE
KANSAS CITY, MO 64112

Title MGR

REID, CLAYTON
4601 MADISON AVENUE
KANSAS CITY, MO 64112

Title CFO

MCCONNELL, HUGH O
4601 MADISON AVENUE
KANSAS CITY, MO 64112

Annual Reports

Report Year	Filed Date
2014	01/10/2014
2015	01/09/2015
2016	03/08/2016

Document Images

<u>03/08/2016 -- ANNUAL REPORT</u>	View image in PDF format
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<u>04/19/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/24/2012 -- Foreign Limited</u>	View image in PDF format

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State of Florida, Department of State

CONTRACT REVIEW CHECKLIST**CONTRACT TYPE:** Professional Services**SUBJECT:** Project known as: Tourism Advertising, Program Planning, Creation & Implementation

Between Lee County and MMGY Global, LLC

Reference: Department Director approval: N/A

County Administrator approval: N/A

Reference: Board action approving contract/agreement

Board Date:

9/20/16

Agenda Item No.: 11

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

(1) **By the Director of:** Routed by Procurement

Project Sponsoring Department

Recommendation to execute

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:

Date returned/forwarded:

Signed:

(3) **By the Risk Management**☒ Recommending execution

Not recommending execution for the following reason(s):

Date received:

Date returned/forwarded:

Signed:

(4) **By the County Attorney:**☒ Recommending execution

Not recommending execution for the following reason(s):

Date received:

Date returned/forwarded:

Signed:

(5) **Board**(6) **Clerk's Office, Minutes Department**(7) **Procurement Management**2016 NOV 21 AM 10:48
RECEIVED BY
LEE CO. ATTORNEY2016 NOV 23 AM 9:16
RECEIVED
MINUTES OFFICE