

Contract: 8484  
Board: 9-17-19  
(26)

**AGREEMENT FOR VCB  
GERMANY, AUSTRIA, SWITZERLAND REPRESENTATION**

**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 Global Communication Experts GmbH, a German Corporation whose address is Hanauer Landstrasse 184 D-60314 Frankfurt, Germany, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase professional tourism representation for markets in Germany, Austria and Switzerland from the Vendor in connection with "VCB Germany, Austria, Switzerland Representation" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP190371BAW on May 14, 2019 (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 Proposal Action on July 18, 2019.; and,

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

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

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

**II. TERM AND DELIVERY**

- A. This Agreement shall commence on October 1, 2019 and shall continue for a period of one (1) year with the option of three (3) additional one (1) year renewals, subject to mutual written agreement of both parties.



### **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any 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.

### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

The Vendor shall submit one invoice a month for payment to the County on 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. Required backup documentation includes but not limited to: agenda/event schedule, itemized receipts, and list of attendees.





- B. 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. No changes are to be made to these



specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

#### **VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
  - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
  - 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public





records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

#### **IX. OWNERSHIP OF PRODUCTS**

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

#### **X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. 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, 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.

#### **XI. COMPLIANCE WITH APPLICABLE LAW**

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

#### **XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Vendor shall comply with such demand within 45 days.
- D. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

#### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.





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

#### **XIV. STOP WORK ORDER**

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

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

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

## **XV. MISCELLANEOUS**

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





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

Vendor's Representative:		County's Representatives:	
Name:	<u>Dorothea Hohn</u>	Names:	<u>Roger Desjarlais</u> <u>Mary Tucker</u>
Title:	<u>Agency Owner</u>	Titles:	<u>County Manager</u> <u>Director of Procurement Management</u>
Address:	<u>Hanauer Landstrasse 184 D-60314 Frankfurt Germany</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>
Telephone:	<u>+49 69 17 53 71-020</u>	Telephone:	<u>239-533-2221</u> <u>239-533-8881</u>
Facsimile:	<u>+49 69 17 53 71-021</u>	Facsimile:	<u>239-485-2262</u> <u>239-485-8383</u>
E-mail:	<u>hohn@gce-agency.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

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

[The remainder of this page intentionally left blank.]



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

WITNESS:

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Global Communication Experts GmbH**

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*D. Noh*  
Dorothea Noh  
Managing Partner  
August 2, 2019

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_

*Brian Hunter*  
Acting CHAIR

DATE: \_\_\_\_\_

9/20/19

ATTEST:

CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: \_\_\_\_\_

*Linda Doggett*

**DEPUTY CLERK**

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

BY: \_\_\_\_\_

*Charles S. Sider*

OFFICE OF THE COUNTY ATTORNEY





**EXHIBIT A**  
**SPECIFICATIONS OR SCOPE OF SERVICES**

In full accordance with the Solicitation and this Agreement, the Vendor shall provide the County's Visitor and Convention Bureau (VCB) with professional tourism representation in the Germany, Austria, Switzerland Market. Vendor shall provide expertise in assisting with the development and implementation of a Strategic Sales and Marketing Plan that integrates the disciplines of sales, marketing, and public relations to create brand awareness for Lee County / The Beaches of Fort Myers & Sanibel to consumers and the travel trade in Germany.

**OBJECTIVES & SERVICES:**

- The Vendor shall develop and maintain strong trade relationships with top wholesalers, retail travel agencies, airlines, and the meetings and incentive market, and/or develop tactical campaigns to promote Lee County, Florida and increase destination visibility through press articles, news, trade shows, feature stories, etc. The Vendor shall solicit and secure interested partners to provide Lee County brand exposure to their staff and clients. The Vendor shall develop, as part of the Strategic Sales and Marketing Plan, a Fully Integrated Concept directed toward the travel trade with all details provided in a written brief that shall meet the VCB's established criteria for acceptance. This shall include coordination, with the VCB's public relations, sales and marketing principals.
- Annually, the VCB develops and executes marketing campaigns. The Vendor shall be the resource to evaluate, develop, and execute the Fully Integrated Concept, thus providing insight and recommendations on how to include Germany, Austria, and Switzerland travel trade into the proposed Strategic Sales and Marketing Plan.
- The sales, marketing and public relations services provided under this contract by the Vendor shall successfully carry out the VCB's current Strategic Marketing Plan, provided with the solicitation for review purposes, and achieve the following goals:
  - I. Build brand awareness of Lee County's vast Tourism Product;
  - II. Facilitate and increase the number of leisure travelers to Lee County from Germany, Austria, and Switzerland.
  - III. Increase the average length of stay of visitors to Lee County from German speaking visitors.

The Vendor shall develop a Strategic Sales and Marketing Plan that enhances the position of Lee County tourism to key travel trade and media outlets in Germany, Austria and Switzerland. The Vendor shall create a plan that accomplishes the following:



- I. Improved and expanded knowledge of Lee County's Tourism Product by key travel trade to increase share of featured product and sales accomplished through marketing initiatives including, but not limited to sales missions, road shows, sales calls, trainings, trade shows, and familiarization (fam) tours.
  - II. A public relations strategy that facilitates media relations with key journalists and media that ultimately secures placement across broadcast, digital and print media as well as social media channels to reinforce Lee County's position as a desirable destination to visit.
  - III. The Strategic Sales and Marketing Plan shall be fully developed with final plan provided to the Lee County VCB within 60 calendar days of the contract commencement date. Final Strategic Sales and Marketing Plan must include the Fully Integrated Concept details.
- The Vendor shall report on a monthly basis any competitive strategies and efforts that may be taking place in Germany, Austria, and Switzerland. During the term of the Agreement, the representative shall be required to provide the following travel trade services that include, but are not limited to: Sales and Marketing, Public Relations, and Measurements and Accountability. The following articles provide some details of the services to be provided under each travel trade service category.

The Vendor shall perform the following tasks:.

**SALES AND MARKETING:**

- Conduct an annual audit of how well the Lee County Tourism Product (including air service development) is represented in the Germany, Austria, and Switzerland markets; to include tour operator production.
- Serve as the primary contact for the Lee County VCB in German speaking markets.
- Develop and implement an Annual Travel Trade Plan, as part of the overall Sales and Marketing Plan that supports activities mentioned herein. The plan shall recommend promotional activity and provide suggest advertising recommendations.
- Identify and recommend sales and marketing opportunities in addition to potential partnerships in Germany, Austria, and Switzerland.
- Create and maintain strong relationships with tour operators, travel agents, airlines, meeting professionals, call centers and press.
- Prepare, host, and complete monthly sales calls and presentations to key accounts in the Target Area.
- Jointly coordinate sales missions, sales blitzes when requested during the contract period, to include airline participation, function organization, and invitations to industry representatives. The function will include, but is not limited to: meals, press conferences, seminars, workshops, presentations, and other activities and logistics.





- Coordinate and attend key industry trade shows, product launches, and seminars.
- Coordinate in- market presentations and seminars in partnership with tour operators, airlines, and wholesalers to educate the travel industry in assigned territory about the destination.
- Manage the day-to-day activities on all tour operator and travel agent accounts in territory through the VCB's Customer Relationship Management (CRM) program, Simpleview, for the purpose of ensuring quality bookings for the local hospitality community.
- Work with local industry hotel partners to coordinate an in-market sales mission to key Germany, Austria, and Switzerland audiences.
- Initiate, develop itineraries, and escort familiarization trips to destination for selected tour operators travel agents, meeting and incentive trade during the contract period. The Vendor shall obtain airline participation (seats) and qualify participants.
- Conduct quarterly destination trainings to the travel trade within the Target Area.
- Identify and participate in industry travel trade and consumer trade shows to represent Lee County in the Target Area.
- Establish *The Beaches of Fort Myers & Sanibel* in the assigned Target Area as a desirable destination for holiday travel, while positioning it to successfully compete for market share with other highly recognized destinations.
- Establish rapport with VCB main office and Sales team and industry partners. Plan a minimum of one (1) annual visit to the destination, for "face time" with industry partners and destination training.
- Work with VCB liaison to develop training and destination presentations used in Germany, Austria and Switzerland for both travel trade and media.

#### **MARKETING:**

- Provide assistance and support to consumer advertising campaigns. The Vendor shall be a resource for review and evaluation for the campaign and provide insights and recommendations on how to include the travel trade in the plan.
- Assist the VCB by providing translations of trade material for distribution where appropriate.
- Provide direction and copy for VCB marketing materials such as holiday guides, digital, e-mail blasts, etc.
- Analyze state, national, and international tourism plans; complete an inventory of Visit Florida and Brand USA plans in Germany, Austria, and Switzerland, to identify areas of coordination.
- Coordinate marketing activities in the Target Area in consultation with designated VCB staff liaison(s).
- Provide assistance and support to consumer advertising campaigns and social media initiatives in the German speaking market.
- Assist in developing an effective communication messaging strategy by working with the VCB and its advertising agency of record to review creative and provide input on campaign elements.

- Assist in the implementation of advertising and coop marketing programs that shall showcase the destination in Target Area.
- Provide recommendations for content on VCB's web site (consumer and travel trade) under the direction of Lee VCB staff liaison(s).
- Maintain a supply of Lee County VCB collateral materials in appropriate office supporting the Target Area.

#### **ADMINISTRATIVE - MARKETING:**

- Provide regular monthly reports of activities, which shall include at minimum:
  - I. A list of sales and media calls conducted with pertinent discussion points.
  - II. General market summary and trend information to include economic conditions.
  - III. Competitor observations and perceptions of *The Beaches of Fort Myers & Sanibel* brand.
  - IV. Trade shows, sales activities and public relations activities, or events attended or conducted.
  - V. Tour operator/wholesale program development and lead generation on a quarterly basis.
  - VI. A summary of contacts made, requests and inquiries serviced during reporting period.
- Maintain Lee County Simpleview database of the German, Austrian, and Swiss tour operators, travel agents as well as airline key contacts and media to be updated daily, weekly, and monthly.
- Maintain inventory of Lee County VCB collateral material (including hotels, attractions and other Lee County hospitality partners) for distribution to travel trade and media clients.
- Ensure a dedicated account executive assigned to Lee County / *The Beaches of Fort Myers & Sanibel* account that is fluent in English inclusive of both verbal and written communication.

#### **PUBLIC RELATIONS - MEDIA COMPONENT:**

- Under the direction of the VCB staff, develop an ongoing media relations strategy for the Target Area.
- Maintain on-going media relations with journalists in identified Target Area.
- Write or translate and distribute news releases/e-newsletters on a quarterly basis in coordination with VCB staff.
- Aggressively pitch *The Beaches of Fort Myers & Sanibel* stories to the German speaking media.
- Work with VCB main office to service journalist requests for materials, press trips, images, etc.
- Assist in the development and execution of media events and activities.
- Initiate, develop itineraries and escort media press trips for qualified journalists.

- Assist with media promotions and social media campaigns.
- Develop a media list of journalists in Germany, Austria, and Switzerland that shall become a proprietary database for Lee County. Only media interested in the Florida destination and more specifically in the region of *The Beaches of Fort Myers and Sanibel* area shall be included in this database.
- Track editorial coverage and provide updated information each month. Report impressions generated per publication in the German speaking market on a monthly basis.
- Keep the VCB informed on travel issues and trends that may affect marketing initiatives.
- Assist with issues management/crisis communications.
- Quarterly review of annual PR Plan with VCB Staff to ensure proper budget forecasting.

**ADMINISTRATIVE – PUBLIC RELATIONS:**

- Provide regular monthly reports of activities which shall include at minimum:
  - I. A list of media calls conducted with pertinent discussion points.
  - II. Tourism statistical data, industry news from Germany, Austria, and Switzerland, as well as general market summary and trend information to include economic conditions.
  - III. Competitor observations and perceptions of *The Beaches of Fort Myers & Sanibel*
  - IV. Public relations activities or events attended or conducted with agreed upon metrics annually.
  - V. A summary of contacts made, requests and inquiries serviced during reporting period.
- Maintain Lee County Simpleview database of the Target Area key media contacts, journalists and travel writers interested in the Florida destination and more specifically in the region of *The Beaches of Fort Myers and Sanibel*.
- Media database shall be updated daily, weekly, and monthly as requested and directed by the VCB.
- Maintain inventory of Lee County VCB collateral material (including hotels, attractions and other Lee County hospitality partners) for distribution to travel media clients.
- Ensures a dedicated account executive assigned to Lee County / *The Beaches of Fort Myers & Sanibel* account is fluent in English inclusive of both verbal and written communication.
- Participate in regular phone calls with VCB public relations staff in addition to monthly conference call with VCB PR team and other VCB international contractors.



#### **MEASUREMENTS AND ACCOUNTABILITY:**

- Work with VCB staff and leadership to develop and meet annual goals and objectives designed to increase in visitation from Germany, Austria, and Switzerland to Lee County, Florida.
- Reach or exceed mutually-agreed to public relations goals
- Identify and schedule a minimum of twelve (12) journalists from Target Area to visit Lee County annually.
- Achieve a minimum of 90 million impressions in editorial coverage from Target Area for Lee County.
- Coordinate one (1) media event with top tier journalists to generate highest number of impressions in order to achieve annual goal.
- Perform at minimum three (3) sales calls to tour operators, airlines, retail agents on a monthly basis.
- Conduct a minimum of three (3) tour operator reservation trainings annually.
- Identify and participate in a minimum of eight (8) travel trade and consumer trade show events in the Target Area to represent the destination.
- Organize, coordinate, and escort a minimum of one (1) familiarization tours to Lee County from the Target Area annually.
- Enter leads and contacts generated through all activities paid for and on behalf of the Lee County VCB into the Simpleview CRM system on a monthly basis at minimum.
- Provide detailed records of expenditures, appropriate invoices, and verification of exchange rates for proper reimbursement, in detail and format as requested by the Lee County VCB.
- Notify VCB liaison of any staff changes. Prior approval shall be obtained before acting on behalf of The Beaches of Fort Myers and Sanibel and destination training is mandatory.

#### **PRICING AND FEES**

- Under this Agreement the VCB expects to cover the below tasks and associated costs in lieu of the Vendor. This list is not intended to be all-inclusive and is subject to change at the sole discretion of the County. Vendor shall exclude such fees from proposal pricing provided to County.
  - a. The VCB shall provide to the Vendor one (1) Simpleview subscription (1 user name and password access) in order to fulfill the Simpleview requirements of this contract inclusive of any renewals. Any additional subscriptions shall be purchased by or billed to the representing Firm.
  - b. VCB Trade Show Registrations below table provides the proposed FY19-20 Show Participation / Sales Calls and estimated costs to be paid for by the VCB and Vendor. All show costs are estimates and subject to higher or lower costs.

\*See table on following page.\*



VCB TRADE SHOW REGISTRATIONS  
PROPOSED FY 19-20

MONTH	EVENT	LOCATION	SHOW REGISTRATION COSTS BY VCB	TRAVEL COSTS CONTRACT REIMBURSABLES
OCTOBER	VUSA Halloween Workshop	Frankfurt	\$3,600.00	\$150.00
	Monthly webinar	Germany wide	\$0.00	\$337.00
NOVEMBER	Monthly webinar	Germany wide	\$0.00	\$337.00
DECEMBER	Monthly webinar	Germany wide	\$0.00	\$337.00
JANUARY	VUSA CMT - Consumer Show	Stuttgart	\$700.00	\$0.00
	<i>Brochure Distribution only</i>			
	Monthly webinar	Germany wide	\$0.00	\$337.00
FEBRUARY	F.RE.E - Consumer Show	Munich	\$600.00	\$0.00
	<i>Brochure Distribution only</i>			
	Reisen Hamburg	Hamburg	\$1,200.00	\$600.00
	Monthly webinar	Germany wide	\$0.00	\$337.00
MARCH	ITB	Berlin	\$320.00	\$3,500.00
	Berlin Travel Festival	Berlin	\$2,500.00	\$1,500.00
APRIL	Visit Florida Roadshow	Multiple cities	\$4,500.00	\$1,100.00
	Monthly webinar	Germany wide	\$0.00	\$337.00
MAY	IPW	Las Vegas, USA	\$1,450.00	\$3,000.00
JUNE	Monthly webinar	Germany wide	\$0.00	\$337.00
SEPTEMBER	VUSA Road show	Multiple cities	\$4,500.00	\$900.00
	Monthly webinar	Germany wide	\$0.00	\$337.00
		<b>TOTAL</b>	<b>\$19,370.00</b>	<b>\$13,446.00</b>

## **SPECIAL CONDITIONS**

### **1. COPYRIGHTED MATERIAL**

The Vendor shall assign to the County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans, specifications, drawings, reports, graphics, analysis, plans, strategies, media, print, etc. prepared by the Vendor for the County in connection with this Agreement.

### **2. TRAVEL EXPENSES BILLING AND REIMBURSEMENT**

The Vendor shall be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs for travel when performing services under this agreement. All requests for reimbursement must be accompanied by copies of receipt(s) or other reasonable documentation showing payment by the Vendor.

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

Meals and incidentals for travel within Germany, Austria, Switzerland and all other international destinations will be reimbursed based on the country, city, and month of travel, as pursuant to the US Department of State foreign per diem rates. When travel occurs within the USA, domestic per diem rates in accordance with the most recent USGSA Code per Florida Statute 112.061 (specific travel reimbursement amounts will be based on location). For areas not included on the USGSA list, the closest city in the region will be used.

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

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

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

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

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

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

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





### **3. EU GENERAL DATA PROTECTION REGULATION NOTICE**

As applicable, the parties mutually agree to abide by the terms of the European Union General Data Protection Regulations (GDPR) and the Contract on commissioned processing of personal data: controller-processor agreement attached hereto and incorporated herein as Attachment 1 to Exhibit A.

### **4. CONFIDENTIAL TRADE SECRET NOTICE**

The information contained in this document constitutes confidential trade secret information not intended for public disclosure.

End of Special Conditions



**EXHIBIT A**  
**ATTACHMENT 1 – EUROPEAN UNION CONTROLLER-PROCESSOR**  
**AGREEMENT**

**Contract on commissioned processing of personal data: controller-processor agreement**

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between

Lee County Visitor & Convention Bureau  
THE BEACHES OF FORT MYERS & SANIBEL  
2201 Second St., Suite 600  
Fort Myers, FL 33901

represented by

*Tamara Pigott*

**- Controller -**

and

*Global Communication Experts GmbH*  
*Hanauer Landstr. 184*  
*60314 Frankfurt am Main*

represented by

*Dorothea Hohn*

**- Processor -**

**Introduction**

This contract stipulates the rights and obligations of the controller and processor (henceforth referred to as the 'Parties') in the context of processing personal data on behalf of the controller.

This contract applies to all activities for which the processor's employees or any subcontractors that she has tasked with processing the controller's personal data.

The terms used in this contract are to be understood in accordance with their respective definitions in the EU General Data Protection Regulation (GDPR). Should it be necessary to make the following declarations 'in writing', the written form is meant, as prescribed by § 126 BGB (Bürgerliches Gesetzbuch [German Civil Code]). Furthermore, the declarations may be made in another form under the condition that suitable verification is ensured.



### 1. Scope and duration of the data processing

The processor shall carry out the following processes:

- a) to process personal data in order to provide services under this Agreement for the duration of the Agreement

The processing is based on the pre-existing service contract entered into by the Parties (henceforth referred to as the 'Master Contract').

Processing shall begin on May 26, 2018 and end on contract ending.

### 2. Nature and purpose of collecting, processing or using the data

- a) Nature of processing  
Data collection via participation in:
  - Trade/Consumer shows
  - Trade/consumer competitions
  - Trade/consumer enquiries
  - Familiarisation trips
  - Media trips
- b) Purpose  
For the marketing of The Beaches of Fort Myers & Sanibel (brand name of Lee County Visitor & Convention Bureau)
- c) Type of data
  - Title/Name
  - Position/ Company name
  - Postal address
  - Email
  - Telephone
  - Passport details (for business trips being organised on behalf of the client)
  - Driver license
  - Health issues/ allergies
  - Emergency telephone number
  -
- d) Categories of data subjects
  - Journalists
  - Bloggers
  - Tour operators
  - Travel agents
  - Airlines
  - Car Hire companies
  - Hotel companies
  - Consumers

### 3. Obligations of the processor

- (1) The Processor shall only process personal data as contractually agreed or as instructed by the Controller, unless the Processor is legally obliged to carry out a specific type of data processing. Should the Processor be bound by such obligations, the processor is to inform the Controller thereof prior to processing the data, unless informing him/her is illegal. Furthermore, the



Processor shall not use the data provided for processing for any another purpose, specifically his/her own.

- (2) The Processor confirms that he/she is aware of the applicable legal provisions on data protection. He is to observe the principles of correct data processing.
- (3) The processor shall be obliged to maintain strict confidentiality when processing the data.
- (4) Any individuals who could have access to the data processed on behalf of the Controller must be obliged in writing to maintain confidentiality, unless they are already legally required to do so via another written agreement.
- (5) The Processor shall ensure that the individuals he/she employs, who are to process the data, have been made aware of the relevant data protection provisions as well as this contract before starting to process the data. The corresponding training and sensitization measures are to be appropriately carried out on a regular basis. The Processor shall ensure that the individuals tasked with processing the data are adequately instructed and supervised on an ongoing basis in terms of fulfilling data protection requirements.
- (6) In connection with the commissioned data processing, the Processor must support the Controller when designing and updating the list of processing activities and implementing the data protection assessment. All data and documentation required are to be provided and made immediately available to the Controller upon request.
- (7) Should the Processor be subject to the inspection of supervisory authorities or any other bodies or should affected persons exercise any rights against the Processor, then the Processor shall be obliged to support the Controller to the extent required, if the data being processed on behalf of the Controller is affected.
- (8) Information may be provided to third parties by the Processor solely with the Controller's prior consent. Inquiries sent directly to the Processor will be immediately forwarded to the Controller.
- (9) If he/she is legally obliged to do so, the Processor shall appoint a professional and reliable individual as the authorized data protection officer. It must be ensured that the officer does not have any conflicts of interest. In the event of any doubts, the Controller can contact the data protection officer directly. The processor is to then immediately notify the controller of the contact details of the data protection officer or provide a reason as to why a data protection officer has not been appointed. The Processor is to immediately inform the Controller of any changes to the status of the data protection officer or of any changes to his in-house tasks.
- (10) Any data processing may only be carried out in the EU or EEC. Any change to a third-party country may take place with the Controller's consent and in accordance with the conditions stipulated in chapter V of the GDPR and this contract.
- (11) If the Processor is not located in the European Union, then he/she is to appoint a responsible representative in the European Union in accordance with article 27 of the GDPR. The Controller is to be immediately informed of the contact details for the representative as well as any changes to the status of the representative.

#### 4. Technical and organizational measures

- (1) The data protection measures described in Appendix 1 are binding. They define the minimum requirements to which the Processor is obligated.
- (2) The data protection measures may be adjusted according to the continued technical and organizational advancement as long as the agreed upon minimum has been sufficiently met. The Processor shall immediately implement the changes required for the purposes of maintaining information security. The Controller is to be immediately informed of any changes. Any significant changes are to be agreed upon by the Parties.
- (3) Should the security measures implemented by the Controller not, or no longer, be sufficient, the Processor is to inform the Controller immediately.
- (4) The Processor shall ensure that the data processed on behalf of the Controller is kept strictly separate from any other data.
- (5) Copies or duplicates are not to be created without the Controller's knowledge. Any technically necessary, temporary duplications are exempt, provided any adverse effects to the agreed upon level of data protection can be ruled out.

- (6) Dedicated data media, which originate from the Controller or which are used for the Controller, are to be specifically marked and are subject to ongoing administration. They are to be appropriately stored at all times and must not be accessible to unauthorized persons. Any removals and returns are to be documented.
- (7) The Processor shall provide regular proof of having fulfilled his/her obligations, especially for completely carrying out the agreed upon technical and organizational measures. This proof is to be provided to the Controller every 12 months, at the latest, without it being requested, and at any time upon request. The proof may be provided by means of approved rules of conduct or by an approved certification procedure.

#### **5. Stipulations on correcting, deleting and blocking data**

- (1) In the scope of the data processed on behalf of the Controller, the Processor may only correct, delete or block the data in accordance with the contractual agreement or the Controller's instructions.
- (2) The Processor shall comply with the respective instructions provided by the Controller at all times and also after the termination of this contract.

#### **6. Subcontracting**

- (1) Subcontractors may only be appointed on an individual basis with the Controller's written consent.
- (2) Consent is only possible if the subcontractor is subject to a contractual minimum of data protection obligations, which are comparable with those stipulated in this contract. The Controller shall, upon request, inspect the relevant contracts between the Processor and the subcontractor.
- (3) The Controller's rights must also be able to be effectively exercised against the subcontractor. In particular, the Controller must have the right to carry out inspections or have them carried out by third parties to the extent specified here.
- (4) The Processor's and subcontractor's responsibilities must be clearly distinguished.
- (5) Any additional subcontracting carried out by the subcontractor is not permitted.
- (6) The Processor shall choose the subcontractor by specifically considering the suitability of the technical and organizational measures taken by the subcontractor.
- (7) Any transfer of the data processed on behalf of the Controller to the subcontractor shall only be permitted after the Processor has provided convincing documentation that the subcontractor has met his/her obligations in full. The Processor must submit the documentation to the Controller without being requested to do so.
- (8) Appointing any subcontractors, who are to process data on behalf of the Controller, who are not located and do not operate exclusively within the EU or EEC, is only possible in compliance with the conditions stipulated in chapter 3 (10) and (11) of this contract. Specifically, this shall only be permitted if the subcontractor provides appropriate data protection measures. The Processor is to inform the Controller of the specific data protection guarantees provided by the subcontractor and how evidence thereof can be obtained.
- (9) The Processor must review the subcontractor's compliance with obligations on a regular basis, every 12 months at the latest. The inspection and its results must be documented such that they are understandable to a qualified third party. The documentation is to be submitted to the Controller without it being requested.
- (10) Should the subcontractor fail to fulfill his/her data protection obligations, the Processor will be liable to the Controller for this.
- (11) Subcontracting, in terms of this contract, only refers to those services that are directly associated with rendering the primary service. Additional services, such as transportation, maintenance and cleaning, as well as using telecommunication services or user services, do not apply. The Processor's obligation to ensure that proper data protection and data security is provided in these cases remains unaffected.



#### **7. Rights and obligations of the Controller**

- (1) The Controller shall be solely responsible for assessing the admissibility of the processing requested and for the rights of affected parties.
- (2) The Controller shall document all orders, partial orders or instructions. In urgent cases, instructions may be given verbally. These instructions will be immediately confirmed and documented by the Controller.
- (3) The Controller shall immediately notify the Processor if he finds any errors or irregularities when reviewing the results of the processing.
- (4) The Controller shall be entitled to inspect compliance with the data protection provisions and contractual agreements with the Processor to an appropriate extent, either personally or by third-parties, in particular by obtaining information and accessing the stored data and the data processing programs as well as other on-site inspections. The Processor must make it possible for all individuals entrusted with carrying out audits to access and inspect as required. The Processor is required to provide the necessary information, demonstrate the procedures and provide the necessary documentation for carrying out inspections.
- (5) Inspections at the Processor's premises must be carried out without any avoidable disturbances to the operation of his/her business. Unless otherwise indicated for urgent reasons, which must be documented by the Controller, inspections shall be carried out after appropriate advance notice and during the Processor's business hours, and not more frequently than every 12 months. If the Processor provides evidence of the agreed data protection obligations being correctly implemented, as stipulated in chapter 4 (8) of this contract, any inspections shall be limited to samples.

#### **8. Notification obligations**

- (1) The Processor shall immediately notify the Controller of any personal data breaches. Any justifiably suspected incidences are also to be reported. Notice must be given to one of the Controller's known addresses within 24 hours from the moment the Processor realizes the respective incident has occurred. This notification must contain at least the following information:
  - a. A description of the type of the personal data protection infringement including, if possible, the categories and approximate number of affected persons as well as the respective categories and approximate number of the personal data sets;
  - b. The name and contact details of the data protection officer or another point of contact for further information;
  - c. A description of the probable consequences of the personal data protection infringement;
  - d. A description of the measures taken or proposed by the Processor to rectify the personal data protection infringement and, where applicable, measures to mitigate their possible adverse effects.
- (2) The Controller must also be notified immediately of any significant disruptions when carrying out the task as well as violations against the legal data protection provisions or the stipulations in this contract carried out by the Processor or any individuals he/she employs.
- (3) The Processor shall immediately inform the Controller of any inspections or measures carried out by supervisory authorities or other third parties if they relate to the commissioned data processing.
- (4) The Processor shall ensure that the Controller is supported in these obligations, in accordance with Art. 33 and Art. 34 of the GDPR, to the extent required.

#### **9. Instructions**

- (1) The Controller reserves the right of full authority to issue instructions concerning data processing on his/her behalf.
- (2) In the event of a change to the above-mentioned individuals or if they are subject to long-term incapacitation, the other party shall be immediately informed of any successors or representatives.





- (3) The Processor shall immediately inform the Controller if an instruction issued by the Controller violates, in his opinion, legal requirements. The Processor shall be entitled to forego carrying out the relevant instructions until they have been confirmed or changed by the party responsible on behalf of the Controller.

#### **10. Ending the commissioned processing**

- (1) When terminating the contractual relationship or at any time upon the Controller's request, the Processor must either destroy the data processed as part of the commission or submit the data to the Controller at the Controller's discretion. All copies of the data still present must also be destroyed. The data must be destroyed in such a way that restoring or recreating the remaining information will no longer be possible, even with considerable effort. Any physical destruction shall be carried out in accordance with DIN 66399..
- (2) The Processor is obligated to immediately ensure the return or deletion of data from subcontractors.
- (3) The Processor must provide proof of the data being properly destroyed and immediately submit this proof to the Controller.
- (4) Any documentation that serves the purpose of providing proof of proper data processing, shall be kept by the Processor according to the respective retention periods, including the statutory period after the contract has expired. The Processor may submit the respective documentation to the Controller once his/her contractual obligations have ended.

#### **11. Remuneration**

- (1) The Processor's remuneration is conclusively stipulated in the Master Contract. There is no separate remuneration or reimbursement provided in this contract.

#### **12. Liability**

- (1) The Controller and the Processor shall be jointly liable for compensation to anyone for damage caused by any unauthorized party or for incorrect data processing within the scope of the contract.
- (2) The Processor shall bear the burden for proving that any damage is not the result of circumstances that he/she is responsible for insofar as the relevant data have been processed under this agreement. If this proof has not been provided, the Processor shall, when initially requested to do so, release the Controller from all claims that are levied against the latter in connection with the data processing.
- (3) The Processor shall be liable to the Controller for any damages culpably caused by the Processor, his/her employees or appointed subcontractors or the contract-executing agency in connection with rendering the contractual service requested.
- (4) Sections 12 (2) and 13 (3) shall not apply if the damage occurred as a result of correctly implementing the service requested or an instruction provided by the Controller.

#### **13. Miscellaneous**

- (1) Both Parties are obligated to treat all knowledge of trade secrets and data security measures, which have been obtained by the other party within the scope of the contractual relationship, confidentially, even after the contract has expired. If there is any doubt as to whether information is subject to confidentiality, it shall be treated confidentially until written approval from the other party has been received.
- (2) Should the Controller's property be threatened by the Processor by third-party measures (e.g. by seizure or confiscation), by insolvency or settlement proceedings or by other events, the Processor shall immediately notify the Controller.
- (3) Any ancillary agreements must be in writing.



- (4) An exemption to the right of retention in terms of § 273 BGB is ruled out with regard to the data processed and the associated data carriers.
- (5) Should any parts of this agreement be invalid, this will not affect the validity of the remainder of the agreement.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.

## Appendix 1: Technical and organizational measures

Confidentiality	
Access control (admission)	
<input type="checkbox"/> Alarm system <input type="checkbox"/> Protection of shafts <input type="checkbox"/> Automatic Access (Admission) Control System <input type="checkbox"/> Mandatory wearing of visitor ID cards <input type="checkbox"/> Motion detector / light barriers <input type="checkbox"/> Shatterproof Windows and doors <input type="checkbox"/> Identity checks at the reception/doorman <input type="checkbox"/> Logging of visitors <input type="checkbox"/> Trustworthy and reliable cleaning staff	<input type="checkbox"/> Locking system with ID card or chip card <input type="checkbox"/> Biometric locking system <input type="checkbox"/> Locking system based on key and locks <input type="checkbox"/> Locking system based on tokens/transponders <input type="checkbox"/> Locking system based on number codes <input type="checkbox"/> Regulations on distribution of keys <input type="checkbox"/> Safety locks <input type="checkbox"/> Trustworthy and reliable security staff <input type="checkbox"/> Entrances controlled by cameras
Access control (authorization)	
<input type="checkbox"/> Authentication with username and password <input type="checkbox"/> Authentication via biometric means <input type="checkbox"/> Authentication with chip card <input type="checkbox"/> Role-based user rights <input type="checkbox"/> User profiles mapped to dedicated IT systems <input type="checkbox"/> Interlocking of chassis and racks <input type="checkbox"/> Issuing of password <input type="checkbox"/> password policy (length and period of validity) <input type="checkbox"/> Password safe (e.g. "Keypass")	<input type="checkbox"/> Procedure to grant/revoke access <input type="checkbox"/> Procedure to periodically verify access rights <input type="checkbox"/> Secure storage of data media <input type="checkbox"/> Secure wipe of data media <input type="checkbox"/> Lock of external interfaces (e.g. USB) <input type="checkbox"/> Temporary password for external suppliers <input type="checkbox"/> Temporary password for Wi-Fi <input type="checkbox"/> Two-factor-authentication
Access control (data access)	
<input type="checkbox"/> Authorization/permission concept for users <input type="checkbox"/> Authorization/permission concept for system administrator <input type="checkbox"/> Personalized user accounts <input type="checkbox"/> Logging of access to applications <input type="checkbox"/> Logging of access to files <input type="checkbox"/> Logging of access to network resources	<input type="checkbox"/> Procedure to grant/revoke user rights <input type="checkbox"/> Procedure to periodically verify user rights <input type="checkbox"/> Destruction of files (paper) according to DIN 32757 <input type="checkbox"/> Destruction of data media according to DIN 32757 <input type="checkbox"/> Logging/documentation of destruction
Transmission control	
<input type="checkbox"/> Transfer of data in an anonymous or pseudonymous way <input type="checkbox"/> Transfer of data according to (BSI- und BODG-policies) <input type="checkbox"/> Usage of digital signatures <input type="checkbox"/> Delivery notes when sending data media via postal mail <input type="checkbox"/> Logging of recall and transmission operations	<input type="checkbox"/> Acknowledgment of incoming data media shipments <input type="checkbox"/> Secure packaging of in case of personal/manual transport <input type="checkbox"/> Trustworthy and reliable transport staff <input type="checkbox"/> Trustworthy and reliable parcel/courier service providers / <input type="checkbox"/> Use of tracking when sending via postal mail
Job control	
<input type="checkbox"/> Careful selection of suppliers and processors especially with respect to data security <input type="checkbox"/> Arrangement (via contract) of control rights towards suppliers and processors <input type="checkbox"/> Criteria catalog for selection of processors, external suppliers and service providers <input type="checkbox"/> Inspection and documentation of safety and security measures at the processor, supplier or service provider <input type="checkbox"/> Ensuring that processor, supplier or service provider has named a data protection commissioner	<input type="checkbox"/> Ensuring that all Data will be destroyed after commissioned processing has been completed <input type="checkbox"/> Periodical operations verification processor, supplier or service provider <input type="checkbox"/> Arrangement of contractual penalties when in case of contract breaches <input type="checkbox"/> Commitment of the processor's/supplier's employees to adhere to the principals of data secrecy <input type="checkbox"/> Instructions in written matter for the processor, supplier or service provider (controller-processor agreement)
Separation control	
<input type="checkbox"/> tenant and application specific authorization <input type="checkbox"/> Separate instances for encapsulation purposes <input type="checkbox"/> Logical separation of tenants (via software) <input type="checkbox"/> Network segmentation <input type="checkbox"/> Physical separate storage of data	<input type="checkbox"/> Separation of different data bases <input type="checkbox"/> Separation of test and production data <input type="checkbox"/> Separation of test and production systems <input type="checkbox"/> Purpose flags within data records



Availability and Resilience	
<b>Data security, redundancy and restoration of availability and access to personal data</b>	
<input type="checkbox"/> Backup is carried out towards a separate system (e.g. NAS) <input type="checkbox"/> Backup is stored on removable media (e.g. cartridges) <input type="checkbox"/> Backup and recovery concept is available <input type="checkbox"/> Humidity and water alarm system <input type="checkbox"/> Fire detection and alarm system <input type="checkbox"/> Geo-redundancy of servers or datacenters <input type="checkbox"/> Air-conditioned server room	<input type="checkbox"/> Storage of backup media outside the data center <input type="checkbox"/> Storage of backup media inside fireproof safe <input type="checkbox"/> Smoke detection and alarm system <input type="checkbox"/> Redundant hard disks within servers (RAID) <input type="checkbox"/> Redundant servers (cluster) <input type="checkbox"/> Redundant data centers <input type="checkbox"/> Uninterruptible power supply
<b>Resilience</b>	
<input type="checkbox"/> Replacement devices for quick response to failures <input type="checkbox"/> Firewalls <input type="checkbox"/> Fraud Prevention and Detection <input type="checkbox"/> Intrusion Detection System (IDS) <input type="checkbox"/> Intrusion Prevention System (IPS) <input type="checkbox"/> Log-Management	<input type="checkbox"/> Performance Management <input type="checkbox"/> Resource Management <input type="checkbox"/> Security Event Management <input type="checkbox"/> Security Information and Event Management <input type="checkbox"/> Protection mechanism against malware

Integrity	
<b>Input control</b>	
<input type="checkbox"/> User rights matrix, which map user rights to user accounts <input type="checkbox"/> Differentiated rights for input, change and deletion of data	<input type="checkbox"/> Traceability of input, change & deletion of data per user <input type="checkbox"/> Logging of input, change & deletion of data
<b>Data integrity</b>	
<input type="checkbox"/> Digital signatures <input type="checkbox"/> Message Authentication Codes (MAC)	<input type="checkbox"/> Checksum and hash codes <input type="checkbox"/> Transaction based file systems

Encryption and pseudonymization	
<b>Encryption</b>	
<input type="checkbox"/> Encrypted hard disk used in workstation computers <input type="checkbox"/> Encrypted hard disk used in servers <input type="checkbox"/> Encrypted backup media <input type="checkbox"/> Encryption of mobile data storage media (e.g. USB-Stick) <input type="checkbox"/> Encryption of mobile devices (e.g. Smartphones) <input type="checkbox"/> Encryption of E-Mails	<input type="checkbox"/> VPN between all (branch) offices <input type="checkbox"/> VPN between home office & head quarter / branch office <input type="checkbox"/> VPN between supplier/provider and (branch) office <input type="checkbox"/> VPN between partners and (branch) offices <input type="checkbox"/> VPN between mobile devices and (branch) offices <input type="checkbox"/> Own Certificate Authority (CA) or Sub-CA
<b>pseudonymization</b>	
<input type="checkbox"/> Pseudonymization of user account or other user specific data	<input type="checkbox"/> Information needed to de-pseudonymization is stored separately and in a secure manner

Process for regularly testing, assessing & evaluating the effectiveness of TOMs	
<input type="checkbox"/> Data protection commissioner is named <input type="checkbox"/> Data protection handbook is available <input type="checkbox"/> Data protection management system is available <input type="checkbox"/> Data protection trainings held periodically for all employees <input type="checkbox"/> Disaster recovery plan available <input type="checkbox"/> Procedure for data protection impact assessment	<input type="checkbox"/> Periodical practice of emergency situations <input type="checkbox"/> Policy "correct treatment of personal data" available <input type="checkbox"/> Accountable person for data protection is named <input type="checkbox"/> Commitment of all employees to confidentiality <input type="checkbox"/> Error recovery sequence/concept available <input type="checkbox"/> Prompt response to data subject's inquiries

## **EXHIBIT B FEE SCHEDULE**

For all services and work products described in Exhibit A, the County agree to pay the Vendor as provided below. Total payments under this Agreement shall not exceed \$300,000.00 United States dollars (USD) annually.

### **Vendor Retainer/Service Fee**

The County shall pay the Vendor a total of \$142,000.00 USD annually in 4 quarterly installments of \$35,500.00 USD.

### **Reimbursable Expenses**

In addition to the Vendor's service fee, the County shall reimburse the Vendor in an annual amount not to exceed \$158,000.00 USD, for expenses resulting directly from the Vendor's work under this Agreement as described in Exhibit A, including, but not limited to:

- The Vendor will be reimbursed for reasonable (economy class); allowable travel and transportation expenses (i.e. airfare, per diem, mileage, and hotel) based on the approved plan.
- Entertainment expenses
- Stationary and business cards (provided by Lee County VCB)
- Distribution/shipping/storage of materials as required
- Telephone, courier, postage, cell phone usage for Lee County business
- Cost of producing promotional material (creative, printing) based on quotes submitted
- Co-op marketing
- Trade / consumer participation
- Media purchasing
- Press clipping monitoring services

Reimbursable expenses are subject to approval by the County. Unallowable reimbursement includes, but is not limited to travel rewards or benefits programs which are considered non-transferable. The Vendor shall submit a request for reimbursement no less than monthly which shall include a description of the expense, and explanation of the Vendor's related business activities, and a complete copy of the detailed receipt. The County will review each request to verify the legitimacy of the expense(s) and reserves the right to reject any request for expenses not directly related to the Vendor's work on behalf the County.

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



**EXHIBIT C**  
**INSURANCE REQUIREMENTS**



**Lee County Insurance Requirements**

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

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

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

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

Revised 03/19/2018 – Page 1 of 2

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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.

Revised 03/19/2018 – Page 2 of 2

A handwritten signature in black ink, appearing to be "JL", is located in the bottom right corner of the page.