

**AGREEMENT FOR  
TOURISM SALES AND PROMOTION 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 Florida Travel Marketing, Inc., a Florida corporation, whose address is 1134 Lenox Ct., Cape Coral, FL 33904, and whose federal tax identification number is 59-2701370, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase tourism sales and promotional representation services from the Vendor in connection with "VCB – Tourism Sales and Promotion Representation" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP 180170LAC on May 25, 2018 (the "Solicitation"); 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 on August 7, 2018; and,

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

**II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon the effective date and shall continue for a period of one (1) year. This Agreement may be renewed for up to two (2) additional one (1) year periods upon the mutual written agreement of the parties. The effective date shall be April 2, 2019.

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

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

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

- 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. 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. Any change or substitution to the Vendor's key personnel, as listed in Exhibit A, must receive the County's written approval before said changes or substitution can become effective.

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

**XI. COMPLIANCE WITH APPLICABLE LAW**

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

**XII. TERMINATION**

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

### **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>Shelley Crant-Baggot</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>Principal</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>1134 Lenox Ct</u> <u>Cape Coral, FL 33904</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-945-0420</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-945-6212</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>shelleycrant@mac.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. County's Purchase Order
  3. Solicitation
  4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

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

WITNESS:

**FLORIDA TRAVEL MARKETING, INC.**

Signed By: Joan A. Moss

Signed By: Shelley Crant

Print Name: JOAN A MOSS

Print Name: Shelley Crant-Baggot

Title: President

Date: 12/10/18

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: Brian Harris

Vice-CHAIR

DATE: 1/30/2019

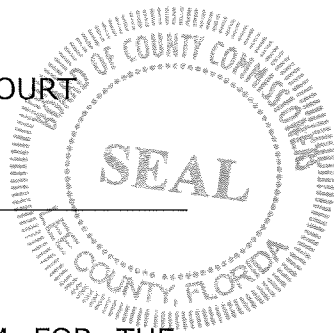
ATTEST:

CLERK OF THE CIRCUIT COURT

Linda Doggett, Clerk

BY: Missy Flint

**DEPUTY CLERK**



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

BY: Amanda [Signature]

OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A SCOPE OF SERVICES**

In full accordance with the Solicitation and this Agreement, the Vendor shall provide the County's Visitor and Convention Bureau (VCB) with professional tourism sales and promotion representation. Services to be provided by the Vendor include, but are not limited to, such activities as conducting sales calls on tour operators, travel agents, and convention meeting planners; conducting tourism trade show promotions; organizing and implementing familiarization tours of Lee County; working as the County's tourism industry liaison; and general consultation and promotional activities. For the duration of this Agreement, the Vendor agrees to maintain its current business address. Thirty (30) days' notice is required for any relocation of Vendor.

Services provided by the Vendor shall include, but not be limited to, the following tasks. Promotional or sales opportunities outside the office shall be pursued by Vendor, at the discretion of the VCB Director of Sales (hereinafter called the "Project Coordinator").

### **Sales Calls/Media Calls/Group Tour Shows**

Shall include, but not be limited to travel agencies and tour operators at designated locations other than Lee County. An "Event Evaluation" form shall be completed and submitted to the project manager immediately following the assignment or no later than five working days following the completed trip. This may involve extensive evening and weekend work that shall not be compensated at a differentiated rate.

### **Consumer/Trade Shows**

The Vendor and/or approved staff of the Vendor shall physically attend scheduled promotions designated by the VCB's Project Coordinator and on completion of said promotion, shall complete and submit a detailed report of the event no later than five (5) working days following the completion of the assignment. This may involve extensive evening and weekend work that shall not be compensated at a differentiated rate.

The Vendor shall be responsible for preparation and coordination of shipments of all appropriate collateral material, booth set-up prior to the show, and break-down and shipping of the booth and related materials after the show is completed. Lee County VCB will provide stationery, postage, access to telephone for sales work, business cards, sales kits, brochures, booth space, booth décor, booth furnishings, and will ship all necessary show related materials to the destination location, between event locations and return shipping as well. Vendor shall invoice the County for shipping fees at cost.

Vendor shall be responsible for supervision of such works as may be required by show regulations. Vendor will not be held responsible or liable for loss or damage to any

collateral materials or display items (e.g., booth, kiosk, TV monitor, iPad, computer, etc.)

### **Familiarization Tours**

The Vendor will arrange, conduct and complete Familiarization Tours which shall include, but are not restricted to: arranging free or reduced rate transportation, lodging and meals in addition to complete itineraries for submittal to the Project Coordinator. They shall include, but not be restricted to, personal guide service or pre-designated visitors to Lee County. Vendor shall also conduct site inspections to appropriate hospitality related businesses. All Familiarization Tour plans and arrangements shall have the prior approval of the Project Manager. This may involve extensive evening and weekend work that will not be compensated at a differentiated rate.

### **Reporting Requirements**

Daily, monthly, and annual reporting is required of the Vendor that shall appropriately detail accomplishments of the Vendor in a format acceptable to the VCB. Reporting requirements may include, but shall not be limited to the following:

- Will promptly provide lists of contacts and leads to appropriate staff for input into Simpleview CRM system. And will input data into Simpleview CRM system for any follow up Vendor provides directly to contacts/leads.
- Provide detailed records of expenditures and appropriate invoices, as detailed by Lee County policy.
- DELETED
- Provide immediate notice to the VCB of any staffing changes.
- Provide a minimum of thirty (30) days' notice of any relocation or change in Vendor's current business address.
- Update the VCB regarding any business booked as a result of Vendor's promotional efforts.
- Must follow all business reported throughout entire Sales cycle.
- Any additional information and/or data requested by the VCB at frequencies to be determined based on the work being performed and the schedule of performance in the promotional campaign

### **Follow-up**

Shall include but not be restricted to meeting with the Project Coordinator at his/her office for the purpose of debriefing prior assignments and review of written reports of previous activities. In addition, the Vendor shall be responsible for typing and e-mailing follow-up sales or promotions communication to clients and hospitality partners and materials to persons contacted as a result of promotional sales efforts.

### **General Consultation and Promotional Activities**

Will constitute but not be restricted to discussing future in-county assignments of contacting and personally making visits to various hotels, restaurants, retail outlets and other hospitality related businesses conjunction with any and all sales related or promotional programs.

### **Sales Reports & Performance Goals**

Prior to the start of each fiscal year, the Vendor agrees to submit a strategic plan outlining the state of the market, trends, etc., objectives to accomplish for the year, accompanied with strategies and list of tactics with estimated budget, along with how each objective will be measured for the return on investment.

The Vendor shall submit sales reports upon completion of trade/events to include number of leads per tradeshow where applicable.

Objectives and goals shall be reviewed with the Project Coordinator on an annual basis and re-established for the following year.

### **Measures and Accountability**

The following minimum performance measures shall be reported to the VCB where requested by the project sponsoring Department and as applicable.

Work with VCB Project Coordinator to develop and meet annual goals and objectives designed to increase visitation from key domestic markets to Lee County, Florida

- Develop and maintain client relationships with travel agents, tour operators and media accounts in assigned key markets of interest.
- Assist in developing, planning, coordinating, and implementing sales and/or promotional programs that will showcase the destination in assigned territory.
- Establish Lee County, FL in the marketplace as a desirable destination for holiday travel, while positioning it to successfully compete for market share with other highly recognized destinations.
- Remain current on industry best practices, standards and benchmarks by, but not limited to, reading publications, participating in and attending events in your territory.
- Evaluate sales trends, competition and economic/business conditions; recommends modifications when necessary in sales strategies.
- Maintain financial responsibility to meet budget goals.

### **Sales**

- Required to perform a minimum of seventy-five (75) sales calls annually to domestic tour operators, retail travel agencies agents on an annual basis.
- Conduct a minimum of two (2) travel agent or domestic tour operator trainings annually.

### **Communications/Public Relations**

- Attend three (3) media events on behalf of Lee County Visitor & Convention Bureau.
- Develop itineraries as needed for visiting outdoor writers.
- Assist with hosting three (3) key outdoor media writers to Lee County.

### **Daily, Monthly and Annual Report**

- Remain current on industry best practices, standards and benchmarks by, at a minimum, reading publications, and participating in and attending events in assigned territory.

- Evaluate sales trends, competition and economic/business conditions; recommends modifications when necessary in sales strategies.
- Maintain financial responsibility to meet budget goals.

Proposed FY 2018-19  
 Show Participation / Sales Calls  
 (May include but not limited to)

October	Southern Women's Show	Orlando, FL
	AAA Vacation Expo AWTA Tradeshow Travel Agent Sales Calls	Ohio area New Rochelle, NY Philadelphia, PA
November	Eastern Travel Agent Assn Trade Event Allegiant Airline Trade Show AAA Super Bowl of Knowledge	Pennsylvania area Stewart, NY Charlotte, NC
December	PTANA Trade Shows HelsmBriscoe Cares	Chicago, IL Minneapolis, MN
January	Chicago Boat, RV, & Sail Show International Sportsmen's Show Cincinnati Travel, Sports, & Boat Show AAA Great Vacations Expo Travel & Adventure Show Pittsburg Travel Showcase	Chicago, IL Denver, CO Cincinnati, OH Columbus, OH Washington, DC Pittsburg, PA
February	St. Louis Boat & Sportshow Boston Globe Travel Show Travel & Adventure Show Indianapolis Boat, Sport, & Travel Show Travel & Adventure Show	St. Louis, MO Boston, MA Chicago, IL Indianapolis, IN Los Angeles, CA
March	AAA Marketplace Milwaukee Journal Sentinel Sports Show AAA NY Marketplace Canoecopia Travel & Adventure Show	Foxborough, MA Milwaukee, WI Hofstra, NY Madison, WI Philadelphia, PA
April	Southern Women's Show Southern Women's Show Peninsula Tradeshow	Nashville, TN Raleigh, NC Dallas area

May	International Women's Show PTANA Florida Night	Novi, MI Rochester/ Baltimore
June	Travel Agent Sales Calls Allegiant Reservation Training	NE area (MA, PA, WI, OH) Las Vegas, NV
July	Travel Agent Sales Calls	MW area (MN, IL)
August	Southern Women's Show Travel Agent Sales Calls	Charlotte, NC MW area (MO, OH)
September	Joint CVB Sales Mission	Des Moines, IA



## **EXHIBIT B FEE SCHEDULE**

In accordance with this Agreement, the County shall pay the Vendor for actual work performed at the hourly rates set forth below, plus expenses as further described herein, in a total amount not to exceed \$250,000.00.

### **Lee County Hourly Rate**

For all work performed by the Vendor in Lee County, Florida, the Vendor shall bill the County at a rate of \$77.00 per hour, per Vendor-assigned staff member (the "Lee County Hourly Rate"). The Vendor shall assign one (1) staff member per task, unless the County and the Vendor agree that more staff members are necessary. The Lee County Hourly Rate is "fully burdened" and includes all costs of taxes, benefits, overhead, etc. The Vendor shall not be eligible to receive any reimbursement for transportation or other meal and travel allowances for any work done within Lee County.

The Vendor's invoices for all billing at the Lee County Hourly Rate must clearly detail the work hours and locations, and the services performed.

### **Domestic Hourly Rate**

For all work performed by the Vendor when traveling outside of Lee County, Florida, but within the United States of America, the Vendor shall bill the County at a rate of \$118.00 per hour (the "Domestic Hourly Rate"). The Domestic Hourly Rate is "fully burdened" and includes all costs of taxes, benefits, overhead, etc. The Vendor shall not be eligible to receive any reimbursement for transportation or other meal and travel allowances.

The Vendor's invoices for all billing at the Domestic Hourly Rate must clearly detail the work hours and locations, and the services performed.

### **Reimbursement for Expenses**

For any reimbursement by County to Vendor of out-of-pocket, non-personnel expenses and costs, all requests for reimbursement must be accompanied by a receipt showing payment by the Vendor.

All approved expenses will be reimbursed at actual cost.

## EXHIBIT C INSURANCE REQUIREMENTS

**Minimum Insurance Requirements:** *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 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, and contractual liability exposures with minimum limits of:

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

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

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

**c. Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

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

\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

### **Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **The certificate holder shall read as follows:**

- Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902**

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

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.
3. Place the project name and number in the Description of Operations box.
4. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better.