

**AGREEMENT FOR  
Lee County Visitor & Convention Bureau United Kingdom, Ireland, and  
Scandinavia Representation**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Four Communications Ltd., an United Kingdom Corporation, whose address is 20 St Thomas Street, London, SE1 9Bf, United Kingdom, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase professional tourism representation for the United Kingdom, Ireland, and Scandinavia from the Vendor in connection with "Lee County Visitor & Convention Bureau United Kingdom, Ireland, and Scandinavia Representation" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP170282LAC on June 16, 2017; and,

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

**WHEREAS**, the County posted a Notice of Intended Decision Proposal Action on August 21, 2017; 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 Detailed Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP170282LAC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

**II. TERM AND DELIVERY**

A. This Agreement shall commence on January 1, 2018, and shall continue for a period of one (1) year with the option of two (2) additional one (1) year renewals, subject to mutual written agreement.

- 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, 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 Solicitation No.RFP170282LAC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (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 address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

**V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

**VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

**VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by

Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

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

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with 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.
- 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'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. 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>NAN WILLIAMS</u>	Names:	<u>Roger Desjarlais      Mary Tucker</u>
Title:	<u>CHIEF EXECUTIVE</u>	Titles:	<u>County Manager      Director of Procurement Management</u>
Address:	<u>20 ST THOMAS STREET LONDON, SE1 9BF</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>
Telephone:	<u>0203 697 4200</u>	Telephone:	<u>239-533-2221      239-533-8881</u>
Facsimile:	<u>0203 697 4201</u>	Facsimile:	<u>239-485-2262      239-485-8383</u>
E-mail:	<u>nan.williams@fourcom munications.com</u>	E-Mail:	<u>rdesjarlais@leegov.com      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 No. RFP170282LAC
  4. Vendor's Submittal in Response to Solicitation No. RFP170282LAC



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

WITNESS:

Signed By:



Print Name:

ALEX KNIGHT

Four Communications Ltd.

Signed By:



Print Name:

NAN WILLIAMS

Title:

CHIEF EXECUTIVE

Date:

30 October 2017.

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY:



CHAIR

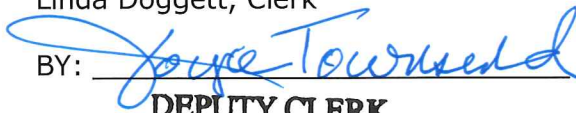
DATE:

1-14-18

ATTEST:

CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY:



**DEPUTY CLERK**

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

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

BY:



OFFICE OF THE COUNTY ATTORNEY



## **EXHIBIT A DETAILED SPECIFICATIONS**

### **DETAILED SPECIFICATIONS, DELIVERABLES, & PROVISIONS**

- The Vendor shall provide expertise in assisting with the development and implementation of a Strategic Sales and Marketing Plan that integrates the marketing 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 to the United Kingdom, Ireland, and Scandinavia.
- 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 will include coordination, whenever possible, with the VCB's public relations, marketing, and promotions 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 the United Kingdom, Ireland, and Scandinavian travel trade into the proposed Strategic Sales and Marketing Plan.
- Although it is highly preferred, the representing Vendor does not need to be located within the Target Area, however they must have an exceptional ability to support and implement the requests and requirements of this Agreement throughout the Target Area.
- 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, and achieve the following goals:
  - a. Build brand awareness of Lee County's vast Tourism Product;
  - b. Facilitate and increase the number of leisure travelers to Lee County from the United Kingdom, Ireland and Scandinavia; and
  - c. Increase the average length of stay of visitors to Lee County from the United Kingdom, Irish, and Scandinavian 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 the United Kingdom, Ireland and Scandinavia. The Vendor shall create a plan that accomplishes the following:
  - a. Improved and expanded knowledge of Lee County's Tourism Product by key travel trade to increase share of featured produce and sales accomplished through marketing initiatives including, but not limited to sales missions, road shows, sales calls, trainings, trade shows, and familiarization (fam) tours.
  - b. A public relations strategy that facilitates media relations with key journalists and media that ultimately secures placement across broadcast, digital and print media channels to reinforce Lee County's position as a desirable destination to visit.

**EXHIBIT A**  
**DETAILED SPECIFICATIONS**

c. The Strategic Sales and Marketing Plan shall be fully developed with final plan provided to the Lee County VCB **within 60 days of the Agreement 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 the United Kingdom, Ireland, and Scandinavia. 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.
- **SALES AND MARKETING:**
  1. **SALES**
    - a. Serve as the primary contact for the Lee County VCB in the Target Area of the United Kingdom, Ireland, and Scandinavia.
    - b. Conduct an annual audit of how well the Lee County Tourism Product (including air service development) is represented in the United Kingdom, Irish, and Scandinavian markets; to include tour operator production.
    - c. 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.
    - d. Identify and recommend sales and marketing opportunities in addition to potential partnerships in the United Kingdom, Ireland, and Scandinavia.
    - e. Create and maintain strong relationships with tour operators, travel agents, airlines, meeting professionals, call centers and press.
    - f. Prepare, host, and complete monthly sales calls and presentations to key accounts in the Target Area.
    - g. 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.
    - h. Coordinate and attend key industry trade shows, product launches, and seminars.
    - i. 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.
    - j. 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.
    - k. Work with local industry hotel partners to coordinate an in-market sales mission to key cities and provinces within the Lee County VCB Target Area.
    - l. 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.
    - m. Conduct quarterly tour operator reservation trainings within the Target Area.
    - n. Identify and participate in industry travel trade and consumer trade shows to represent Lee County in the Target Area.

## **EXHIBIT A DETAILED SPECIFICATIONS**

**o.** 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.

- **MARKETING**

- a.** 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.
- b.** Assist the VCB by providing translations of trade material for distribution where appropriate.
- c.** Provide direction and copy for VCB marketing materials such as holiday guides, digital, e-mail blasts, etc.
- d.** Analyze state, national, and international tourism plans; complete an inventory of Visit Florida and Brand USA plans in the United Kingdom, Ireland, and Scandinavia, to identify areas of coordination.
- e.** Coordinate marketing activities in the Target Area in consultation with designated VCB staff liaison(s).
- f.** Provide assistance and support to consumer advertising campaigns in the United Kingdom, Ireland, and Scandinavia.
- g.** Assist in developing an effective communication messaging strategy by working with the VCB's advertising agency of record to review creative and provide input on campaign elements.
- h.** Assist in the implementation of advertising and coop marketing programs that shall showcase the destination in Target Area.
- i.** Provide recommendations for content on VCB's web site (consumer and travel trade) under the direction of Lee VCB staff liaison(s).
- j.** Maintain a supply of Lee County VCB collateral materials in appropriate office supporting the Target Area.

- **ADMINISTRATIVE**

- a.** 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.
- b.** Maintain Lee County Simpleview database of the United Kingdom, Irish, and Scandinavian tour operators, travel agents as well as incentive, airline, key contacts and media to be updated daily, weekly, and monthly.
- c.** Maintain inventory of Lee County VCB collateral material (including hotels, attractions and other Lee County hospitality partners) for distribution to travel trade clients.

**EXHIBIT A**  
**DETAILED SPECIFICATIONS**

d. 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:**

**1. PUBLIC RELATIONS**

- a. Under the direction of the VCB staff, develop an ongoing media relations strategy for the Target Area.
- b. Maintain on-going media relations with journalists in identified Target Area.
- c. Write or translate and distribute news releases/e-newsletters.
- d. Aggressively pitch *The Beaches of Fort Myers & Sanibel* stories to the United Kingdom, Irish and Scandinavian media.
- e. Work with VCB main office to service journalist requests for materials, images, etc..
- f. Assist in the development and execution of media events and activities.
- g. Assist with securing journalists to participate in Lee County events and media research trips.
- h. Assist with media promotions and social media campaigns.
- i. Develop a media list of journalists in the United Kingdom, Ireland, and Scandinavian 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.
- j. Track editorial coverage and provide updated information each month. The costs of a clipping service shall be covered by the Lee County VCB.
- k. Keep the VCB informed on travel issues and trends that may affect marketing initiatives.
- l. Assist with issues management/crisis communications.

**2. ADMINISTRATIVE**

- a. 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 the United Kingdom, Ireland, and Scandinavian, 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.
  - v. A summary of contacts made, requests and inquiries serviced during reporting period.
- b. 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*.
- c. Media database shall be updated daily, weekly, and monthly as requested and directed by the VCB.
- d. Maintain inventory of Lee County VCB collateral material (including hotels, attractions and other Lee County hospitality partners) for distribution to travel media clients.
- e. 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.

## **EXHIBIT A DETAILED SPECIFICATIONS**

f. 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**

- a. Work with VCB staff and leadership to develop and meet annual goals and objectives designed to increase in visitation from the United Kingdom, Ireland, and Scandinavia to Lee County, Florida.
- b. Reach or exceed mutually-agreed to public relations goals.
- c. Identify and schedule a minimum of twelve (12) journalists from Target Area to visit Lee County annually.
- d. Achieve a minimum of \$500,000 in editorial coverage from Target Area for Lee County.
- e. Coordinate one (1) media promotion with a value in excess of \$50,000.
- f. Perform at minimum three (3) sales calls to tour operators, airlines, retail agents on a monthly basis.
- g. Conduct a minimum of three (3) tour operator reservation trainings annually.
- h. Identify and participate in a minimum of ten (10) travel trade and consumer trade show events in the Target Area to represent the destination.
- i. Organize, coordinate, and escort a minimum of two (2) familiarization tours to Lee County from the Target Area annually.
- j. 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.
- k. 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.

- **PRICING AND FEES**

Under this Agreement the VCB expects to cover the below tasks and associated costs in lieu of the representing Vendor. This list is not intended to be all inclusive and is subject to change at the sole discretion of the County.

- a. Lee County VCB shall provide to the representing 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 Vendor.
- b. Clipping service associated with editorial coverage.
- c. VCB Trade Show Registrations
  - i. Exhibit B table provides the proposed FY17-18 Show Participation / Sales Calls and estimated costs to be paid for by the VCB and Proposer. All show costs are estimates and subject to higher or lower costs.

**EXHIBIT B  
FEE SCHEDULE**

<b>VCB TRADE SHOW REGISTRATIONS Proposed FY17-18 Show Participation / Show Calls</b>				
<b>Month</b>	<b>Event</b>	<b>Location</b>	<b>Estimated Costs Paid by VCB</b>	<b>Estimated Costs Paid by Proposer</b>
October	Visit USA Consumer Show Sales Calls & Trainings	London, England United Kingdom	\$1,500	\$500
November	World Travel Market United Kingdom Trade Luncheon	London, England London, England	\$6,000	\$1,500
December	Sales Calls & Trainings Sales Calls	United Kingdom Scandinavia	\$0.00	\$500 \$500
January	Florida Beaches Coalition FL Beaches - Holiday World	Scandinavia Ireland	\$2,000	\$0.00
February	FL Beaches Coalition	Herning, Denmark	\$2,000	\$0.00
March	Swanson (FL Beaches Coalition) TUR (FL Beaches Coalition)	Copenhagen, Denmark Gothenburg, Sweden	\$1,250	\$0.00
April	Sales Calls/Trainings Routes Europe	United Kingdom Europe (rotates)	\$2,500	\$500
May	International Pow Wow Irish Trade Luncheon	Denver, CO Dublin, Ireland	\$6,000	\$1,500
June	Sales Mission	UK, Ireland, Scandinavia	\$2,000	\$3,000
July	Visit USA Ball	London, England	\$0.00	\$3,000
August	UK/Ireland/Scandinavia Familiarization Tour	Lee County, FL	\$3,000	\$2,000
September	Sales Calls & Training Discover America Workshop	United Kingdom Sweden	\$1,750	\$500
<b>Total</b>			<b>\$28,000</b>	<b>\$13,500</b>





**EXHIBIT B  
FEE SCHEDULE**

<b>Title</b>	<b>Hourly Rate</b>
Managing Director	\$199
Associate Director	\$134
Account Director	\$122
Account Manager	\$96
Account Executive	\$70
Admin Support	\$60

## EXHIBIT C INSURANCE REQUIREMENTS

### Major 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)
  - \$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

#### **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.