

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20050126

1. REQUESTED ACTION:

ACTION REQUESTED: Enter into a Service Provider Agreement with Elizabeth J Dane to act as Marketing Representative for Washington, DC and surrounding areas for Lee County Visitor & Convention Bureau, for a total not-to-exceed annual contract amount of \$150,000.00, with a contract period for the first year through September 30, 2005 with the option to renew annually for up to five years. Authorize Chairman to execute the Services Provider Agreement.

WHY ACTION IS NECESSARY: Board approval required.

WHAT ACTION ACCOMPLISHES: Extends the reach of the Visitor and Convention Bureau in the Washington, DC market for visitors to Lee County and boost Lee County's economy.

2. DEPARTMENTAL CATEGORY:

01. County Administration
 COMMISSION DISTRICT #:

cl/a

3. MEETING DATE:

February ~~17~~ ²², 2005

4. AGENDA:

- CONSENT
 - ADMINISTRATIVE
 - APPEALS
 - PUBLIC
 - WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
 (Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE AC-4-4
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
 - B. DEPARTMENT *VCB*
 - C. DIVISION *[Signature]*
- BY: D.T. Minich, Director

7. BACKGROUND:

The Visitor and Convention Bureau is in need of on-site marketing services in the Washington DC area. By entering into this Service Provider Agreement with Elizabeth Dane, she will assist the VCB in further increasing awareness about Lee County as a meetings and vacation destination through direct contract with meeting planners, tour operators, travel agents and consumers.

Services to be provided include, but are not limited to: telephone sales calls to tour operators, travel agents, travel media, and meeting planners, participating in tourism trade/consumer show promotions, organizing and implementing, familiarization tours of Lee County, responding to telephone inquiries, general secretarial office duties, work as tourism industry liaison and promotional activities. Actual expenses will be reimbursed as per this agreement.

The Tourist Development Council has approved this agreement at their meeting.

Funds are available in account # HB5520317400.503490

Attachment: Service Provider Agreement for execution

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>2/10/05</i>				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i>	<i>[Signature]</i>	<i>NJ</i>		<i>[Signature]</i>	<i>[Signature]</i> 2/9/05	<i>[Signature]</i> 2/9/05	<i>[Signature]</i> 2/9/05	<i>[Signature]</i> 2/10/05	<i>[Signature]</i> 2-10-05

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *2/10/05*
 Time: *2:30*

Forwarded To:
 Adm. *2/10/05*

RECEIVED BY
 COUNTY ADMIN:
2/10/05

COUNTY ADMIN
 FORWARDED TO:
2/10/05
2/10/05

the beaches of
FORT MYERS  **SANIBEL**

SERVICE PROVIDER AGREEMENT
BETWEEN

**THE BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA**

AND

Elizabeth J. Dane

This standard form is for use primarily for services
which do not relate to construction projects
For the project known as

**TOURISM AND CONVENTION SALES
PROMOTION REPRESENTATION**

(Contract Number after assigned)

WASHINGTON CONTRACT

SERVICE PROVIDER AGREEMENT

AN AGREEMENT entered into on _____, between **LEE COUNTY**, a political subdivision of the State of Florida by and through the Board of County Commissioners, and Elizabeth J. Dane, (hereinafter called the "Contractor").

WHEREBY, IT IS AGREED as follows:

1. Lee County hereby agrees to engage the services of the Contractor as an independent contractor and the Contractor hereby agrees to be so engaged by Lee County to act as a Marketing Representative, for Washington, DC and the surrounding areas for the Lee County Visitor & Convention Bureau, and perform those duties set forth in composite Exhibit "A", Basic Services (attached hereto and incorporated by this reference herein). The Contractor agrees that Lee County may require her to perform other duties or tasks not specifically incorporated in the scope of duties hereunder. Contractor shall perform those duties or tasks as if they were specifically required under this Agreement, at no additional compensation.

2. This Agreement shall commence from the date inscribed above and shall continue for one year, with an option to renew for up to five years, unless terminated by either part by giving to the other not less than four (4) weeks previous written notice.

3. A. The Contractor shall devote their attention and skills to the duties assigned hereunder and shall faithfully and diligently perform such duties and any other duties, which may be reasonably assigned to them.

B. The County shall be at liberty, without further consent from Contractor, from time to time to appoint any other person or persons to act jointly with the Contractor, or independent of the contractor in a similar function, and/or in a supervisory capacity to Contractor, in their normal duties hereunder or otherwise.

4. **LIABILITY - CONTRACTOR TO HOLD COUNTY HARMLESS.** The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend and hold the County harmless for any and all claims, suits, judgements or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the contractor's errors, omissions, and/or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for any portions of damages arising out of any error, omission, and/or negligence of the County, its employees, agents, or representatives.

5. The Contractor shall perform such additional hours of work as may from time to time reasonably be required of them. If the Contractor for whatever reason, is unable to perform the tasks as outlined, the monthly compensation will be reduced as follows:

Number of Work Hours Contractor is unavailable	X	Hourly Rate (Hourly rate is determined by annual amount divided by 1,856)	=	Amount of Compensation Deducted from Monthly Payment due to Absence
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6. In the event that the Contractor shall make an invention, discovery, design, improvement or copyright work, (hereinafter collectively called an "invention" relating to or capable of being used by the County, they shall promptly disclose to the County full details thereof to enable the County to assess the invention and to determine whether under the applicable law, the invention is the property of the County.

7. This Agreement shall be subject to termination by the County under the following conditions:

- (A) by no less than four weeks notice given at any time, without cause.
- (B) by summary notice if the Contractor shall have committed any serious breach or have repeated or continued (after warning) any material breach of their obligations hereunder or shall have been guilty of conduct tending to bring themselves or the County into disrepute.
- (C) in the event that funds appropriated to the County for this purpose become unavailable.

8. Upon the termination of this Agreement, the Contractor shall deliver to the County all documents (including correspondence lists of clients or customers, notes, memoranda, plans drawings, and other documents of whatsoever nature) made or compiled by or delivered to the Contractor during their engagement hereunder and concerning the business or affairs of the County. All such documents shall be owned by the County.

9. Contractor hereby agrees to exclude any right to statutory unemployment or a redundancy payment in the event of the expiry of the term of this Agreement without its being renewed.

10. There is no particular disciplinary or grievance procedure applicable to this contract. If the Contractor is dissatisfied with any decision taken in connection with this contract, Contractor may appeal to the Executive Director of Lee County Visitor & Convention Bureau, whose decision shall be final.

11. The expiration or termination of this Agreement shall not affect such provisions hereof as by their terms expressly survives.

12. There is no pension scheme connected with this contract, and there is no contracting out certificate in force in respect of this contract under the U.S. Social Security (Pensions) Act of 1975.

13. This Agreement shall be interpreted and enforced in accordance with the laws of Florida, except as may be required by the laws of the District of Columbia.

14. **INDEPENDENT CONTRACTOR STATUS** The CONTRACTOR expressly assumes, as an independent CONTRACTOR, responsibility for reporting and payment of all taxes associated with this Contract. The COUNTY's obligation is solely limited to payment of the amount specified herein upon completion and acceptance of satisfactory performance.

The CONTRACTOR shall be responsible for payment of Social Security taxes and all Federal, State, and local taxes and charges as may now be in effect or which may hereafter be enacted or required as charges on the compensation received from the services and activities provided under this Contract. The County shall provide the CONTRACTOR with a standard IRS Form 1099.

It is the parties' intention that the CONTRACTOR will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime

payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, Florida Revenue and Taxation Law, Florida Worker's Compensation Law, Florida Unemployment Insurance Law, and any comparable District of Columbia and State of Maryland laws.

14.1. The Contractor shall obtain and maintain the following types and minimum amounts of insurance while this contract is in force, and shall send a certificate showing evidence of same to: Lee County Board of County Commissioners, Attn: Risk Management, P. O. Box 398, Ft. Myers, FL 33902. Said certificate shall be received and approved by the Risk Manager prior to this contract taking effect and shall show the Lee County Board of County Commissioners as the certificate holder.

14.2. **COMPREHENSIVE GENERAL LIABILITY (Third Party Liability)** Policy to provide coverage for premises, operations, independent contractors, contractual, and products/completed operations with a minimum liability limit of \$300,000 (US) or US currency equivalent amount per claim or occurrence. Said policy shall name the Lee County Board of County Commissioners as an additional insured.

14.3. **AUTOMOBILE LIABILITY (Motor Liability)** Policy to provide coverage for any owned, leased, hired and/or non owned automobile with a minimum liability limit of \$300,000 (US) or US currency equivalent amount per claim or occurrence. Said policies shall provide a minimum of 30 days notice of cancellation or material change and wording showing same shall be reflected on the certificate.

Upon mutual agreement of the parties prior to any renewal, exhibits to this Contract may be amended and replaced annually to accommodate the scope of work, amount of decreased compensation, if any, tasks, and schedule of performance associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BOARD OF COUNTY
COMMISSIONERS

BY _____

BY: _____
Chairman


DATE: _____

APPROVED AS TO FORM

BY: _____
County Attorney's Office

Elizabeth J. Dane

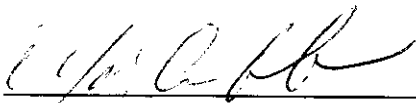
(CONTRACTOR NAME)



(Witness)

BY: 

(Authorized Signature)



(Witness)

DATE: 2/9/2005

Washington Marketing Contract 2004 - 2005

Exhibit "A"

SCOPE OF SERVICES

For Tourism and Convention Sales / Meeting Planner Representation

BASIC SERVICES

Elizabeth J. Dane (hereinafter called the "Contractor") shall provide and perform the following professional services, which shall constitute the GENERAL SCOPE of the SERVICES under the covenants, terms and provision of this SERVICE PROVIDER AGREEMENT:

Tourism and Convention Sales Correspondent

GENERAL SCOPE STATEMENT

Services to be provided by the Contractor include, but are not limited to, telephone sales calls to meeting planners, participating in tourism trade show promotions and consumer promotions, organizing and implementing, familiarization tours of Lee County, responding to telephone inquiries, general secretarial office duties, work as tourism industry liaison and promotional activities.

Promotional or sales opportunities outside the office will be pursued by Contractor, at the discretion of the Bureau's Executive Director (hereinafter called the "Project Coordinator").

For the duration of this agreement, the Contractor agrees to maintain its current business address. Thirty days notice is required of any relocation of Contractor.

Lee County VCB also agrees to provide the necessary technical and support equipment to include but not limited to the following:

- Computer
- Typewriter
- Copy Machine
- Calculator
- Fax Machine
- Telephone
- Furniture
- Brochure Storage

MONTHLY COMPENSATION INCLUDES

Inside Sales Responsibility

- Sales:** Shall include, but is not limited to contracting select meeting planners, trade show attendance and travel industry representatives within the Washington area to insure their familiarity with Lee County and the product offered, for the purpose of using their service to promote the County.
- Sales Calls:** Shall include, but not restricted to, arranging appointments with meeting planners for Lee County staff or members of the lodging industry from Lee County as determined by the Project Coordinator. Sales calls by definition are one on one meetings for the purpose of promoting Lee County as a tourism destination.
- Educational Familiarization Tours:** Contractor will arrange and conduct complete familiarization tours for the Travel Trade to include meeting planners. This shall include, but is 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 for predesignated visitors to Lee County. All familiarization tour plans and arrangements shall have the prior approval of the Project Coordinator.
- Other:** Contractor may be asked to conduct sales calls, attend trade shows for the Northeast travel agent market. Duties will also include public relations media calls and possibly consumer trade shows.

Administrative Support:

- General Duties:** Shall include, but not be restricted to, availability to acknowledge all telephone calls pertaining to the Lee County VCB, Monday through Friday in compliance with Contractor's regular scheduled office hours. Work with and seek sales opportunities of the County in conjunction with meeting planners and related partners.
- Brochure Distribution:** Maintain an adequate supply of Lee County VCB brochures to properly fulfill requests by meeting planners via the mail system or through other means. This shall include the actual mailing of all pre-approved collateral material.
- Mail List:** Maintain a separate ongoing computerized list of meeting planners and trade inquiries by name and address for future reference or special promotional mailings.

Washington Marketing Contract 2004 – 2005

Exhibit "B"

1. Except as specified in paragraph 8 (B), the County shall pay to the Contractor during the continuance of their services hereunder, an amount not to exceed **\$78,000.00** for 1,856 hours annually. The compensation stated above shall be inclusive of all monies receivable from the County. This compensation shall be payable in equal monthly installments in the month prior to the work being performed. Contractor shall be responsible for payment of all taxes incident to any compensation received from the County, It is understood that Contractor shall provide the County with documentation of hours worked.

2. **REIMBURSEMENT**. The County shall reimburse the Contractor for their expenses in entertaining the County's business clients, guests or authorized persons, pursuant to County policy and State Statutes and any other expenses such as promotional opportunities, mailings, communications, etc., not-to-exceed amount of **\$175,000.00**. Such expenses are subject to the approval of the Project Manager. Expenses will be reimbursed upon submittal and approval of the Project Manager.

3. **NOT TO DIVULGE CERTAIN INFORMATION**. Contractor agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the County's prior written consent, or unless incident to the proper performance of Contractor's obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by Contractor, and Contractor shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

4. Notices by either party must be given by letter or by fax message addressed to the other party at:

For Lee County
D. T. Minich, Executive Dir.
Lee County VCB
12800 University Dr., #550
Fort Myers, FL 33907

For Contractor
Elizabeth J. Dane
Lee County VCB
2025 M Street, NW , Suite 500
Washington, DC 20036-3309

Reimbursement Guidelines

- **Monthly Compensation:** The County shall pay to the Contractor a compensation of \$6,500.00.

Note: A yearly advance of \$5,000.00 will be issued via Contractor invoice. Certificate of Insurance must be provided with invoice.

- **Lodging:** Will be reimbursed upon the submittal of all original travel receipts and corresponding county forms.
- **Meals and Incidental Expense (M&IE):** To include: meal allowance, tips, tolls, telephone, etc. Based on the current Runzheimer's Travel Management Network average figures.

Note: Travel must adhere to the following guideline to be eligible for meal reimbursements:

Breakfast - Travel must begin before 6:00 AM and extend beyond 8:00 AM
Lunch - Travel must begin before 12:00 PM and extend beyond 2:00 PM
Dinner - Travel must begin before 6:00 PM and extend beyond 8:00 PM

- **Transportation:** Air travel – economy class, etc., prior authorization and receipt(s) required.
Ground vehicle rental reimbursement – actual receipt(s) required for rental, insurance, and fuel.
Private vehicle – Based on County reimbursement guidelines of 1 miles = .36 cents (includes mileage and fuel), toll charges need actual receipt for reimbursement.

Note: Must provide Certificate of Insurance for personal vehicle.

Paid Leave: Paid sick leave will consist of a maximum of 13 days a year.

Office Hours/Holiday:

In keeping with the regular scheduled hours of 0900 until 1700 local time, Monday through Friday, excluding the following recognized holidays.

January	Martin Luther King's Birthday
May	Memorial Day
July	Independence Day
September	Labor Day
November	Veteran's Day
	Thanksgiving (2 days, county schedule)
December	Christmas (2 days, county schedule)
	New Years (2 days, county schedule)