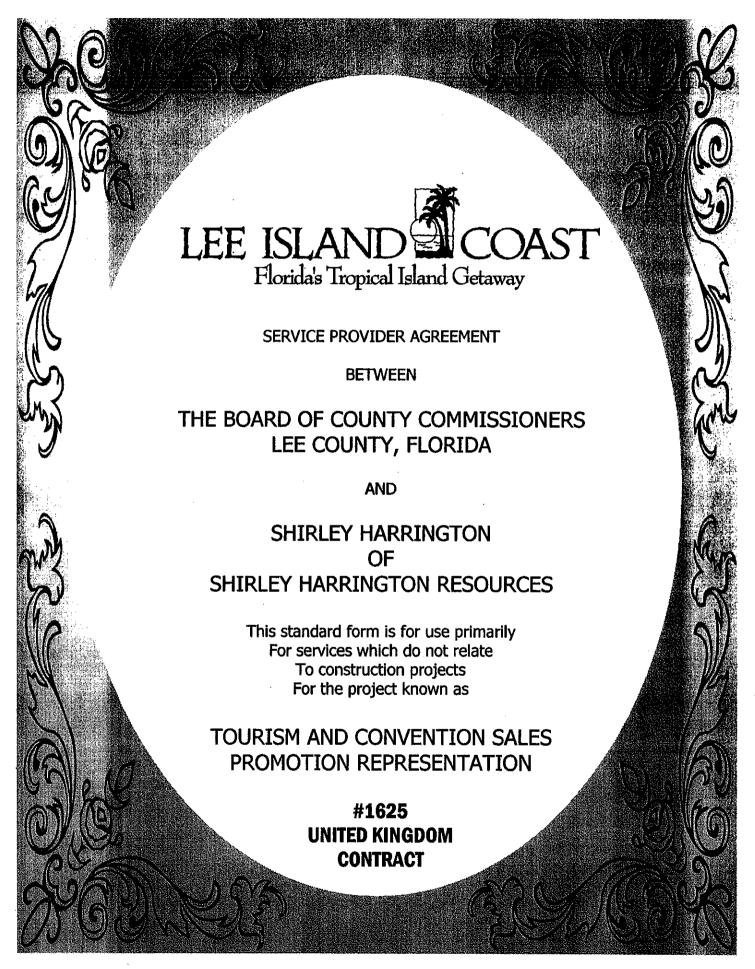
	\		
	Lee County Board Of Co Agenda Item S	· ·	Blue Sheet No. 20061158
Resources to act as Marketi a total not-to-exceed annual	D/PURPOSE: Award of the Representative for the contract amount of \$212, by for up to five years. A	Service Provider Agra United Kingdom (Eng 287.50. This contract i Iso, authorize Chairwa	eement to Shirley Harrington land, Scotland and Ireland) for is for a one (1) year period with oman to execute Agreement on
	MPLISHES: Provides Le		sentative to market Lee County
3. MANAGEMENT RECON	MMENDATION: Approv	val recommended.	
4. Departmental Category:	01 C1B	5. Meetin	g Date SEP 2 6 2006
6. Agenda: X Consent	7. Requirement/Purpose Statute	: (specify) 8. Reques Commissi	t Initiated:
Administrative	Ordinance	Departme	
Appeals	X Admin. Code	AC-4-4 Division	
Public Public	Other	By: _	D.T. Minich, Director
Walk-On 9. Background:			****
United Kingdom. This repr Scotland and Ireland. This ag vacation destination though dir Services to be provided include media, and meeting planners implementing familiarization	esentation assists the VCI reement will assist the VCI rect contact with tour operate, but are not limited to: to, participating in tourism tours of Lee County, respectry liason and promotional owing account: HB5520317	B with reaching the Int B in further increasing a tors, travel agents and co elephone sales calls to to trade/consumer trade sh onding to telephone inquactivities. Actual expe	arketing representation within the ternational Markets in England, wareness about Lee County as a possumers. ur operators, travel agents, travel now promotions, organizing and quiries, general secretarial office enses will be reimbursed per this
Department Purchasing Huma	in County	*****	County
Director Or Contracts Resour	Other	Budget Servic	es Manager/P.W. Director
N/A N/A	- First	Anatyst Risk Gra	IN MINOR HS 9/12/06
11. Commission Action: Approved	· /	••	Contracting to the state of the
Deferred			Rec. by CoAtty
Denied		RECEIVED BY COUNTY ADMIN:	Date: 1/6106
Other		9806 9:55 truf	Time:

COUNTY ADMIN PLOFORWARDED TO:

Ion.



SERVICE PROVIDER AGREEMENT

AN A	GREEMENT	entered i	nto on			, be	tween	LEE
COUN	TY, a political	subdivisio	n of the	State of Flor	ida by a	nd through t	he Boa	ard of
County	Commission	ners, and	Shirley	Harrington,	Shirley	Harrington	Resou	ırces,
(herein	after called the	e "Contract	tor").					

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 Marketing Representative, for England, Scotland and Ireland 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 30 days 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 skill 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. <u>LIABILITY CONTRACTOR TO HOLD COUNTY HARMLESS</u>. 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

- 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 complied 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 Deputy 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 England to be interpreted and enforced in accordance with the laws of that country.
- 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. <u>COMPREHENSIVE GENERAL LIABILITY (Third Party Liability)</u> 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. <u>AUTOMOBILE LIABILITY (Motor Liability)</u> 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: Chairwoman
	DATE:
	APPROVED AS TO FORM
	BY: County Attorney's Office
	Shirley Harrington Resources (CONTRACTOR NAME)
	BY:
(Witness)	BY:(Authorized Signature)
(Witness)	(Title)
	DATE:

England Marketing Contract

Exhibit "A"

SCOPE OF SERVICES

For Tourism and Convention Sales Promotion Representation

BASIC SERVICES

The PROVIDER 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

The Contractor (PROVIDER) shall provide and perform the following professional services which shall constitute the GENERAL SCOPE of the SERVICES under the covenants, terms and provisions of this SERVICE PROVIDER AGREEMENT.

Services to be provided by the Contractor include, but are not limited to, telephone sales calls to tour operators, travel agents, travel media, and 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").

Responsibility for representing Lee County for the purpose of providing information and assistance to any and all potential customers.

Contractor shall primarily work within the offices provided. However, promotional or sales opportunities outside the office may be pursued by Contractor, at the discretion of Lee County's Visitor & Convention Bureau Executive Director (hereinafter called the "Project Coordinator").

MONTHLY COMPENSATION INCLUDES

Inside Sales Responsibility

Telephone Sales: Shall include, but is not limited to contracting select tour operators and travel industry representatives within United Kingdom and Ireland to include such as, scheduled air carrier representatives and charter services personnel to insure their familiarity with Lee County and the product offered, for the purpose of their, using their service to promote the County.

Sales Calls:

Shall include, but not restricted to, arranging appointments with tour operators/ travel agents/media 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 Tour Operators, Travel Agents and the Media. 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.

Administrative Support:

General Duties:

Shall include, but not be restricted to, availability to acknowledge all telephone calls pertaining to Lee County's Visitor & Convention Bureau, Monday through Friday in compliance with Shirley Harrington, Shirley Harrington Resources regular scheduled office hours. Work with and seek sales opportunities of the County in conjunction with tour operators, airlines or other related partners.

Brochure Distribution: Maintain an adequate supply of Lee County brochures to properly fulfill requests by consumer/trade 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 consumer and trade inquiries by name and address for future reference or special promotional mailings.

Office

Telephone Log: Process telephone bills for approval after verification of bill audit.

Cellular Phone: Contractor to provide. County will reimburse business-related

expenses against copy of original monthly statement.

Rent: Office space and all related costs will be covered by Lee County.

Office Hours / Holiday:

In keeping with the regular scheduled hours of 0900 until 1800 local time, Monday through Friday, subject to change upon approval by County. Vacation/Holiday allowance of 20 days will be taken in no less than two holidays, plus the following acknowledged UK bank holidays:

- 1. New Year's Day
- 2. Good Friday
- 3. Easter Monday April
- 4. Bank Holiday Early May
- 5. Bank Holiday Late May
- 6. Bank Holiday August
- 7. Christmas Day Celebrated
- 8. Bank Holiday Day after Christmas

United Kingdom Marketing Contract

Exhibit "B"

- 1. Except as specified in paragraph 8 (B), the County shall pay to the Contractor during the continuance of there services hereunder, an amount not to exceed £48,500.00 British Pound Sterling 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, whether under this paragraph, Paragraph 5, or elsewhere in the Agreement. The contractor may submit an invoice requesting that the County provide a special one-time advance payment of an amount not-to-exceed 1/12 of the total amount of compensation established for this agreement. Upon receipt of such invoices that County shall, within 30 days provide the contractor with the requested Special Advanced payment.
- 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 £130,000.00 It is, however understood, that all taxes incident to the payments by the County for services rendered shall be the Contractor's responsibility. Such expenses are subject to the approval of the Project Manager. Expenses will be reimbursed upon submittal to the following account: Barclays Bank, 31 St. James Street, P O Box 15166, London, England, SW1A 1QG (0171-445-3401), Acct: 70213411, (Bank Sort Code 20-71-64).
- 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, cable or by fax message addressed to the other party at:

For Lee County
D.T. Minich, Exec. Director
c/o Lee County VCB
12800 University Dr., #550
Fort Myers, FL 33907

For Contractor
Shirley Harrington
Shirley Harrington Resources
The Bluefish House
46 High Street
Hurstpierpoint
West Sussex, England
BN6 9RG

Reimbursement Guidelines

- Advance: A one time contractual advance of \$5,000.00 US Dollars will be issued via Contractor invoice. This dollar amount will be paid back in full at the conclusion of the contract.
- United Kingdom has been divided into five regions.
- Each destination zone has a pre-established daily allowance for each of the following categories:
 - 1. Lodging
 - 2. Meals / Tips / Tolls / Communication
 - 3. Transportation: Air or Ground
 - a. Rental Vehicle Actual
 - b. Private Vehicle
 - c. Taxi Actual
 - d. Trains or Tube Actual

Lodging: Is based on a twelve-month average for each Zone. US Travel will
use current Runzheimer per diem amounts and be converted at time of travel
exchange rate. Exchange rate receipt must be provided by Contractor, all
reimbursements will be based upon this rate. Outlined lodging amounts are
guidelines only, if lodging exceeds amount written an explanation is required by
Contractor.

Zone 1	£225.00
Zone 2	£225.00
Zone 3	£225.00
Zone 4	£225.00
Zone 5	£225.00
Zone 6	Runzheimer per diem

• Meals and Incidental Expense (M&IE): To include: meal allowance, tips, tolls, telephone, etc. Based on a twelve-month average by Zone.

		Breakfast	Lunch	Dinner	I&E
Zone 1	£63.00	£9.50	£16.00	£25.50	£12.00
Zone 2	£63.00	£9.50	£16.00	£25.50	£12.00
Zone 3	£63.00	£9.50	£16.00	£25.50	£12.00
Zone 4	£63.00	£9.50	£16.00	£25.50	£12.00
Zone 5	£63.00	£9.50	£16.00	£25.50	£12.00
US Travel	Will use Run	zheimer Daily Per	Diem		

Note: Travel must begin prior to 6:00 AM to be eligible for breakfast and end after 8:00 PM to be eligible for dinner.

• Transportation: <u>Air travel</u> – economy class, etc., prior authorization and

receipt(s) required. Lowest upgradeable fare for Trans

Atlantic travel.

Ground vehicle rental reimbursement - actual receipt(s)

required for rental, insurance, and fuel;

<u>Private vehicle</u> – daily allowance included, based on Zone (includes mileage & fuel) and are accumulated by number of

zones traveled.

Zone 1	Actual (Tube or Cab Allowance)
Zone 2	£42.00
Zone 3	£42.00
Zone 4	£42.00
Zone 5	Must fly Can Not use personal vehicle

The County solicited, reviewed and ranked proposals for CN-06-13 Phase III Design for the Lee/Hendry Landfill. This ranking was approved by the BOCC on July 27, 2006. Jones Edmunds was the highest ranked firm and the Solid Waste Department entered into and completed negotiations of the applicable scope and cost estimate for the project work. The scope includes; evaluation of the landfill operations and capacity, development of a conceptual solid waste management plan, subsurface geotechnical investigation, aerial mapping and surveying, design, permitting, and construction documents as well as construction quality assurance support of an Ash Monofill and expansion of a Class I/Class III disposal area, improvements to existing leachate collection and handling systems, modifications to the scale house facility, development of plans for stand-by power for the facility and miscellaneous services related to site operations.

With the Waste to Energy plant undergoing expansion and an anticipated change to the composition of the waste stream from an MSW/Ash balance to predominantly Ash, the development and construction of an Ash monofill is paramount to preservation of the site's limited MSW capacity. In support of this effort, the facility requires upgrades to existing systems to provide consistency and reliability in operations. A majority of existing systems are manually operated and do not have sufficient shut-off protections in the event of overflows and maintenance of permit requirements. The facility is also subject to variable power fluctuations and frequent outages which prevent leachate from being properly handled, treated and removed off-site during storm season.

The total cost estimate for this scope is \$1,968,900. Funds are available under project.

(Conversion Rate: Estimated @ X 1.85)

HB5520317400.503490.97

Date	Description	Monthly Expense	Monthly Totals	US Monthly Totals
OCTOBE	R			
3 - 9 (Trade)	Irish Mission Belfast / Dublin, Ireland	£2,000.00		
8 - 13 (Trade)	Continental / ABTA FAM New York / Fort Myers	£3,800.00		
10 (Trade)	Visit Florida / Networking / Lunch Dublin, Ireland	£350.00		
12 (Trade)	Visit FL Southern Advisory Luncheon London	£250.00		
TBA (Trade)	TTG Awards Dinner London	£400.00		
	OCTOBER TOTALS		£6,800.00	\$12,580.00
NOVEME	BER	·		
6 - 9 (Trade)	World Travel Market London	£1,750.00		
	NOVEMBER TOTALS		£1,750.00	\$3,473.75
DECEMB	ER			
TBA (Trade)	Delta Scottish FAM Sanibel, FL	£3,800.00		
TBA (Trade)	Visit Florida Christmas Lunch London	£150.00		
	DECEMBER TOTALS		£3,950.00	\$7,307. 5 0

(Conversion Rate: Estimated @ X 1.85)

HB5520317400.503490.97

Date	Description	Monthly Expense	Monthly Totals	US Monthly Totals
JANUARY	•			
12 - 14 (Consumer)	Holiday Show (Visit Florida) Manchester	£1,950.00		
TBA (Trade)	TWIGS Tournament Sanibel, FL	£1,000.00		
	JANUARY TOTALS		£2,950.00	\$5,457.50
FEBRUAR	Υ			
TBA (Trade)	Meetings & Incentive Lunch (Visit FL) London	£350.00		
	FEBRUARY TOTALS		£350.00	\$647.50
MARCH				
TBA (Trade)	Confex - Brochure Dist. Only London	£500.00		
	MARCH TOTALS		£500.00	\$925.00
APRIL				
TBA (Trade)	Visit FL Media Event London	£1,500.00		
TBA (Trade)	Northern Tour Operator Advisory Lunch Manchester	£650.00	,	·
21 - 25 (Trade)	Pow Wow Anahelm, CA	£3,000.00		
	APRIL TOTALS		£5,150.00	\$9,527.50

(Conversion Rate: Estimated @ X 1.85)

HB5520317400.503490.97

	Description		Monthly Expense	Monthly Totals	US Monthly Totals
MAY					
TBA (Trade)	Tour Operator Educational Lee County		£2,050.00		
TBA (Trade)	Sellling Long Haul Golf Day Surrey		£150.00		
		MAY TOTALS		£2,200.00	\$4,070.00
JUNE					
TBA (Trade)	Sales Calls England		£1,000.00		:
TBA (Trade)	Visit USA Bali London		£500.00		
		JUNE TOTALS		£1,500.00	\$2,775.00
JULY			·		
21 (Trade)	Brighton Luncheon Brighton		£2,350.00		-
TBA (Trade)	Reservation Training United Kingdom		£850.00		
		JULY TOTALS		£3,200.00	\$5,920.00

(Conversion Rate: Estimated @ X 1.85)

HB5520317400.503490.97

Date	Description	Monthly Expense	Monthly Totals	US Monthly Totals
AUGUST				
TBA (Trade)	Florida Visit / Sales Retreat Fort Myers	£2,650.00		
	AUGUST TOTALS		£2,650.00	\$4,902.50
SEPTEMB TBA	Tour Operator Lunch	£2,500.00		
(Trade)	London SEPTEMBER TOTALS		£2,500.00	\$4,625.00
	YEARLY EVENT TOTALS		£33,500.00	\$62,211.25

2006 - 2007 United Kingdom Contract Basic Expenses

(Exchange Rate Estimated @ 1.85)

	Description	UK Pounds	US Dollars
	Salary	£48,500.00	\$89,725.00
	Business Insurance / Accounting	£1,050.00	\$1,942.50
	Office Rent	£4,200.00	\$7,770.00
	TOTAL	£53,750.00	\$99,437.50
TRAVEL			
	Entertainment	£1,500.00	\$2,775.00
	Registrations	£1,500.00	\$2,775.00
	Marketing Projects	£3,000.00	\$5,550.00
COMMUTE			
	Tube and Train	£2,500.00	\$4,625.00
OFFICE			
	Telephone / Fax / Internet	£2,000.00	\$3,700.00
	Administrative Assistance/Legal	£4,000.00	\$7,400.00
	Postage	£600.00	\$1,110.00
	Supplies	00.008£	\$1,480.00
	Printing	£2,700.00	\$4,995.00
	Equipment / Service	£2,000.00	\$3,700.00
BH&P			
	Contract	£6,000.00	\$11,100.00
MEMBERSHII	PS ·	£900.00	\$1,665.00
	Total of Basic Expenses	£81,250.00	\$150,312.50
	Total of Yearly Events	£33,500.00	\$61,975.00
	GRAND TOTAL OF CONTRACT	£114,750.00	\$212,287.50