

AGREEMENT No. 11-1067-DW**FOR****PROFESSIONAL TOURISM INQUIRY AND FULFILLMENT SERVICES**

THIS AGREEMENT is made and entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (the "COUNTY"), located at 1112 Manatee Avenue West, Bradenton, Florida 34205-7804, and **PHASE V OF SOUTHWEST FLORIDA, INC.** (the "CONSULTANT"), licensed and authorized to conduct business in the State of Florida, located at 12290 Treeline Avenue, Fort Myers, Florida .

WHEREAS, the COUNTY has determined that it is necessary, expedient, and in its best interests to retain, obtain or employ the CONSULTANT to render and perform Professional Tourism Inquiry and Fulfillment Services in the manner set forth in this Agreement; and

WHEREAS, the CONSULTANT submitted a proposal in response to Request For Proposal No. 11-1067-DW and the COUNTY thereafter conducted a competitive selection process in accordance with Manatee County Code, resulting in this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the Parties hereto as follows:

ARTICLE 1. SCOPE OF SERVICES

The CONSULTANT covenants and represents to the COUNTY that it shall provide Professional Real Property Appraisal Services in such manner as more thoroughly set forth in Exhibit "A," "Scope of Services," attached hereto and incorporated herein.

ARTICLE 2. EXHIBITS INCORPORATED; CONFLICT RESOLUTION

This Agreement consists of a primary contract, and four (4) exhibits, which are as follows:

- Exhibit "A" Scope of Services
- Exhibit "B" Fee Rate Schedule
- Exhibit "C" Affidavit of No Conflict
- Exhibit "D" Resolution R-93-22, Drug Free Workplace

These Exhibits are attached hereto and are incorporated into the Agreement. In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

ACCEPTED IN OPEN SESSION

JUL 27 2011

ARTICLE 3. COMPENSATION

- A. Compensation will be made to the CONSULTANT upon acceptable performance of services rendered and/or to reimburse for authorized and documented expenses incurred in providing the services identified in Exhibit "A," "Scope of Services."
- B. Compensation payable to the CONSULTANT for services rendered and expenditures incurred in providing the services identified in Exhibit "B," "Fee Rate Schedule," attached hereto and incorporated herein.
- C. The fee rates as shown on Exhibit "B," "Fee Rate Schedule," shall be the total compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- D. CONSULTANT represents that it has carefully assessed the work to be performed under this Agreement, has determined that the compensation agreed to will be sufficient for it to fully perform its obligations as set forth in the Agreement, and understands that no further funding shall be provided by the COUNTY for the completion of this Agreement unless the COUNTY, by way of written amendment to this Agreement, shall add additional tasks not now set forth in the Agreement.
- E. "Task," as used in this Agreement, refers to particular categories/groupings of services described in Exhibit "A," "Scope of Services."

ARTICLE 4. INVOICES AND TIME OF PAYMENT

- A. The COUNTY agrees to pay the CONSULTANT for the herein described services at a rate of compensation according to the unit rates stated in Exhibit "B," "Fee Rate Schedule." The COUNTY shall have the right to retain from any payment due the CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to the COUNTY by the CONSULTANT on any other agreement between the CONSULTANT and the COUNTY.
- B. Records regarding payroll, costs and other expenditures incurred under terms of this Agreement shall be maintained and made available upon request to the COUNTY at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the COUNTY upon request. Records of costs incurred include the CONSULTANT's general accounting records and the project records, together with supporting documents and records of the CONSULTANT and all subcontractors performing work on the project and all other records of the CONSULTANT and subcontractors considered necessary by the COUNTY for a proper audit of costs.
- C. Except where Exhibit "B," "Fee Rate Schedule," provides that payment shall not be made until a task has been completed or for payment based on actual hours of work,

CONSULTANT shall provide COUNTY with an invoice based on CONSULTANT's good faith estimate of the percent of task completed. CONSULTANT shall indicate on the invoice the adjustment CONSULTANT deems to be appropriate.

- D. Any dispute between COUNTY and CONSULTANT with regard to the percent of a task that has been completed or CONSULTANT's invoice shall be resolved in accordance with the provision of Article 9 of this Agreement.
- E. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide the COUNTY with an invoice which shall include a description of authorized work performed and/or expense incurred, and the total unpaid compensation CONSULTANT represents as being due as of the invoice date. All invoices so submitted shall include the Integrated Fund Accounting System (IFAS) number which the COUNTY will assign to this Agreement and will be provided to the CONSULTANT in writing, upon execution of the Agreement.
- F. The Contract Manager must approve all invoices prior to payment being made.
- G. All costs of providing the Scope of Services described in Exhibit "A," "Scope of Services," shall be the responsibility of the CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in Exhibit "B," Fee Rate Schedule."
- H. The COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.

ARTICLE 5. TERM OF AGREEMENT

- A. Unless renewed or extended as provided herein, this Agreement shall remain in full force and effect for one (1) year from the date of its execution. However, the terms and conditions of this Agreement shall remain valid beyond one (1) year until all work authorized during the effective period of this Agreement has been completed.
- B. This Agreement may be amended for four (4) additional periods, each of one (1) year duration.

ARTICLE 6. NON-PERFORMANCE AND TERMINATION

This Agreement may be terminated as follows:

- A. If the COUNTY determines that the performance of the CONSULTANT is not satisfactory, the COUNTY shall have the option of (1) immediately terminating the Agreement, or (2) notifying the CONSULTANT of the deficiency with a demand that the deficiency be corrected within a specified reasonable time, otherwise the Agreement shall be deemed terminated at the end of such time.

- B. If the COUNTY requires termination of this Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the COUNTY shall notify the CONSULTANT in writing of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. The CONSULTANT shall be entitled to compensation for all accepted services rendered or performed through the date of termination, together with all approved expenses incurred in connection therewith, provided the COUNTY has given the CONSULTANT written notice ten (10) days in advance of the date of such termination and provided that services rendered and expenses incurred do not exceed the maximum amount of compensation authorized for any phase of work based upon the percentage of the phase completed, or where applicable, any price established for a specific element of work.
- C. In the event of early termination, all completed work, and drafts-in-progress, along with all related data, studies, charts, computations, correspondence, and any other files or records related to this Agreement possessed or controlled by CONSULTANT become the property of the COUNTY, and shall be surrendered to the COUNTY upon payment of any outstanding invoices approved for payment.

ARTICLE 7. COVENANTS OF THE COUNTY

The COUNTY hereby covenants and agrees:

- A. The COUNTY will inform CONSULTANT of its designated Contract Manager. The Contract Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of the COUNTY and make decisions pertinent to services covered by this Agreement subject to oversight by the County Administrator and County Attorney legal advice. The COUNTY reserves the right to designate a different Contract Manager, provided that the CONSULTANT is given written notice thereof. The Contract Manager is not authorized to approve any amendment, revision or change order to this Agreement absent a pre-approved amendment to the Agreement.
- B. The COUNTY shall make available at no cost to the CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
- C. The COUNTY shall give prompt notice to the CONSULTANT whenever the COUNTY determines there is a defect in Consultant's performance under this Agreement.
- D. The COUNTY shall give careful and reasonable consideration to the findings and recommendations of the CONSULTANT, and shall respond and issue notices to proceed in a timely manner so as not to unduly delay the CONSULTANT's performance under this Agreement.

ARTICLE 8. COVENANTS OF THE CONSULTANT

CONSULTANT hereby covenants and agrees:

- A. CONSULTANT shall notify the COUNTY of its lead Agent with respect to the services to be performed by the CONSULTANT pursuant to this Agreement. The CONSULTANT's Agent shall have the authority to make representations on behalf of CONSULTANT, receive information, give instruction to other agents of CONSULTANT, interpret and define the needs of CONSULTANT, and make decisions pertinent to services covered by the Agreement. Subject to the limitations of this Agreement, CONSULTANT may designate a different lead agent, provided that the COUNTY is given written notice thereof.
- B. That the Work shall be performed in accordance with the terms and conditions of this Agreement.
- C. That all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required. All services shall comply with such reasonable supplemental written memoranda and directives provided by the Contract Manager, which are not in conflict with this Agreement.
- D. That CONSULTANT shall be responsible for collecting all existing data required for the successful completion of the work.
- E. That CONSULTANT shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement. CONSULTANT acknowledges this obligation and has executed the "Affidavit of No Conflict" attached and incorporated herein as Exhibit "C."
- F. CONSULTANT shall be entitled to rely upon that information which may be provided to them from the COUNTY or others on behalf of the COUNTY. CONSULTANT shall, however, call to the COUNTY's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, the COUNTY in the identification and resolution of same. Information referred to above includes, but is not limited to, additional services, consultations, investigations, reports and the like, including all other information to be provided to the CONSULTANT by others and necessary for the execution of CONSULTANT's work under the Agreement. The COUNTY shall, however, hold CONSULTANT fully responsible for verifying, to the extent practicable, documents and information provided by the COUNTY and identifying its' obvious deficiencies concerning documents and information provided.

ARTICLE 9. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with § 2-26-63 and § 2-26-64 of the Manatee County Code. Any dispute resolution constituting a material change in this Agreement will not be final until approved by the County Administrator or designee. If such dispute involves the percentage

of the work completed by CONSULTANT, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONSULTANT of any amount determined to be due and owing. The parties shall bear any attorney fees related to dispute resolution regardless of the resolution of the dispute.

ARTICLE 10. RECORDS; AUDITS; LICENSES

- A. CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by the COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONSULTANT shall provide the COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by the COUNTY to monitor and evaluate CONSULTANT's performance. Such materials shall also be made available to the COUNTY for auditing. Inspection or copying will occur during normal business hours, and as often as the COUNTY may deem necessary. The COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or the CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify to the COUNTY why it was unable to do so. The CONSULTANT shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. The CONSULTANT shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to the COUNTY within ten (10) days after receipt by the CONSULTANT. CONSULTANT shall immediately inform the COUNTY if it, or any of its principles or agents working on this Agreement lose, or have suspended, any required license.
- D. Reports and other documents prepared by the CONSULTANT for the work are instruments of the Consultant's service for use solely with respect to the work and the CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and reserved rights, including the copyright. The COUNTY shall be permitted to retain copies, including reproducible copies, of the CONSULTANT's findings, reports, and other documents for information and reference in connection with the COUNTY's use. Submission or distribution of documents to comply with laws or regulations or for similar purposes shall not to be construed as publication in derogation of the CONSULTANT's reserved rights.

ARTICLE 11. INDEMNIFICATION

CONSULTANT hereby agrees to indemnify, defend and hold harmless the COUNTY, its agents, officers and employees, from any and all claims, liability, loss or cause of action of any kind or nature arising out of its intentional or negligent actions or omissions in the performance of this Agreement. COUNTY hereby agrees to indemnify, defend and hold harmless the CONSULTANT, its agents, officers and employees, from any and all claims, liability, loss or cause of action of any kind or nature arising out of its intentional or negligent actions or omissions related to this Agreement. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith, and the defense of all suits, in the name of the COUNTY when applicable, including payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT's expense.

ARTICLE 12. INSURANCE

A. **COMMERCIAL GENERAL LIABILITY.** The CONSULTANT shall have and maintain during the period of this Agreement, a commercial general liability insurance policy or policies affording minimum coverage as follows:

General aggregate	
Products /Completed	
Operations aggregate	\$1,000,000
Personal and advertising injury	\$1,000,000
Each occurrence	\$1,000,000

C. **BUSINESS AUTO POLICY.** The CONSULTANT shall have and maintain, during the period of this Agreement, a business auto insurance policy or policies affording minimum coverage as follows;

Each occurrence per bodily injury and	
Property damage liability	\$300,000
Annual aggregate (if applicable)	3 x each occurrence limit

D. **WORKERS' COMPENSATION.** The CONSULTANT shall also carry and keep in force Workers' Compensation insurance as required under the applicable Workers' Compensation laws and statutes.

E. **CERTIFICATION OF INSURANCE AND COPIES OF POLICIES.** Certificates of Insurance evidencing the insurance coverage specified in paragraphs A., B., and C. above shall be filed with the Purchasing Official before work begins. The required certificates shall name the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the name of this Agreement, and shall name Manatee County as an additional insured.

Insurance shall remain in force at least three (3) years after completion and acceptance of the project by the COUNTY in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

If the initial insurance expires prior to the completion of this Agreement by the CONSULTANT, renewal certificates of insurance and required copies of policies shall be furnished by the CONSULTANT and delivered to the Purchasing Manager thirty (30) days prior to the date of their expiration.

NO WAIVER OF IMMUNITY – Nothing herein shall be interpreted as a waiver of the COUNTY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the COUNTY expressly reserves these rights to the full extent allowed by law.

ADDITIONAL INSURED: - The County of Manatee shall be specifically named as an additional insured for Commercial General Liability.

If the initial insurance expires prior to the completion of operations and or services by the Consultant, renewal certificates of insurance and required copies of policies shall be furnished by the proposer and delivered to the Purchasing Manager thirty (30) days prior to the date of their expiration.

ARTICLE 13. RELATIONSHIP OF PARTIES

The relationship of the CONSULTANT to the COUNTY shall be that of an independent CONSULTANT. Nothing herein contained shall be construed as vesting or delegating to the CONSULTANT or any of the officers, employees, personnel, agents, or sub-consultants of the CONSULTANT any rights, interest or status as an employee of the COUNTY. The COUNTY shall not be liable to any person, firm or corporation that is employed by contracts with or provides goods or services to the CONSULTANT in connection with the Scope of Services or for debts or claims accruing to such parties. The CONSULTANT shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 14. ASSIGNMENT AND SUBCONTRACTS

The COUNTY has selected CONSULTANT for its stated skills and abilities, as outlined in the Request For Proposal process. CONSULTANT has represented to the County that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement. Therefore, the CONSULTANT shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the COUNTY. In the unlikely event the CONSULTANT asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONSULTANT shall first obtain prior written approval of the COUNTY. Approval to utilize any third party shall not relieve the CONSULTANT from any direct liability or responsibility to the COUNTY pursuant to the provisions of this Agreement, or obligate the COUNTY to make any payments other than payments due to the CONSULTANT as outlined in this Agreement.

ARTICLE 15. OWNERSHIP AND SALE OF RIGHTS; SUCCESSORS BOUND

The identity of the person or the entity, if not an individual, who or which shall be the owner or holder of the rights granted under this Agreement is very important to the COUNTY. Therefore, in addition to the limitations of Article 14 above, CONSULTANT shall not, without prior written consent of the COUNTY, sell, pledge, transfer or otherwise encumber this Agreement, or the rights granted therein, to any third party. Assignment, pledging, sale, transferring, or encumbering of any interest in or under this Agreement or the rights thereunder, to anyone other than the CONSULTANT, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

ARTICLE 16. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 17. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To the County: **Manatee County**
Bradenton Area Convention and Visitors Bureau
One Haben Boulevard
Palmetto, Florida 34221
(941) 749-1820
Attention: Executive Director

To the Consultant: **Phase V of Southwest Florida, Inc.**
12290 Treeline Avenue
Fort Myers, Florida 33913
Michael R. DeMas, President
(239) 225-1010
mdemas@phasev.com

ARTICLE 18. NON-DISCRIMINATION

During the performance of this Agreement the CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, (including apprenticeship and on-the-job training). CONSULTANT further agrees that no person in the United States shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 19. KEY PERSONNEL

Due to their unique skills, knowledge and backgrounds, upon which the COUNTY expressly relied in selecting CONSULTANT, CONSULTANT shall not remove from active participation on the project the following agents until alternate personnel acceptable to the COUNTY are approved, in writing, by the COUNTY:

Ginny M. DeMas	Chief Executive Officer	gdemas@phasev.com
Michael R. DeMas	President	mdemas@phasev.com
Amanda Mingione	Operations Manager	amingione@phasev.com
Melissa White	Production Manager	mwhite@phasev.com
Andria Krakow	IT Manager	akrakow@phasev.com
Lorrie Sumner	Training Manager	lsumner@phasev.com

ARTICLE 20. MISCELLANEOUS TERMS

Ethical Conduct; Media Relations. The CONSULTANT recognizes that in rendering the services required in this Agreement, it is working for the interests of the citizens of Manatee County, Florida, subject to public observation, scrutiny and inquiry, and based upon said recognition, the CONSULTANT shall, in all of its interactions with the COUNTY and its citizens and business interests, conduct itself in accordance with the utmost professionalism and ethical standards, including any professional ethical codes related to the various professionals who will be working on this project. To ensure the COUNTY is properly represented in any media stories related to this project, CONSULTANT’s agents shall refer any media requests for interviews, information or comments to the Contract Manager for response.

Compliance With Laws. The CONSULTANT acknowledges that the COUNTY is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. The CONSULTANT agrees that all services rendered or

performed by the CONSULTANT pursuant to the provisions of this Agreement shall be in compliance therewith with all applicable local, state and federal agencies or authorities, laws and ordinances.

Entire Agreement, Amendments, Calculation of Days. This Agreement, and the exhibits attached hereto and incorporated herein, constitute the entire, fully integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the Parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may be amended only by written document, properly authorized, executed, and delivered by both Parties hereto. Any act or delivery that must be completed on a Saturday, Sunday or COUNTY holiday shall be adequate if performed or delivered on the following business day.

No Waiver. The indulgence of either Party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision of any portion of this Agreement, either at the time the breach or failure occurs, or at any time throughout the term of this Agreement.

Force Majeure. Neither Party shall be in default of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Agreement, is beyond the control and without the fault of the Party seeking to invoke this paragraph.

Governing Law, Jurisdiction and Venue. CONSULTANT consents and agrees that all legal proceedings related to the subject matter of this Agreement shall be governed by the laws of and maintained in courts sitting within the State of Florida. CONSULTANT further consents and agrees that jurisdiction for such proceedings shall lie exclusively with such court and venue shall be in Manatee County, Florida or if in Federal Court the Middle District of Florida, Tampa Division.

Attorneys Fees and Costs. Each Party hereto shall be solely responsible for paying its attorneys fees and costs in any protest, litigation, dispute resolution proceeding, settlement negotiation or any other matter related to this Agreement.

No Conflict. By accepting award of this Agreement, CONSULTANT, for itself and its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

Public Records. By accepting award of this Agreement, CONSULTANT acknowledges that the portion of its books and records related to its contracting activities with COUNTY may become

subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act.

Public Entity Crimes. CONSULTANT has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and the COUNTY's requirement that the CONSULTANT comply with it in all respects prior to and during the term of this Agreement.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

Severability. The provisions of this Agreement are declared by the Parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

Headings. This Agreement is to be read as a whole. All titles, articles, and descriptive headings of paragraphs herein are inserted for convenience only and shall not affect the construction or interpretation of the Agreement's actual terms.

Authority to Execute. Each of the Parties hereto represents to the other that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by their respective representatives who have executed this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their authorized representatives:

PHASE V OF SOUTHWEST FLORIDA, INC.

By: Michael R. DeMas
MICHAEL R. DEMAS
PRESIDENT
Print Name & Title of Above Signer

Date: July 14, 2011

MANATEE COUNTY

By: [Signature]
R.C. "Rob" Cuthbert, C.P.M., CPPO
Purchasing Official

Authority to execute this contract per Manatee County Code, Chapter 2-26, and, delegation by the County Administrator effective 1/26/2009, as revised 8/10/09.

Date: 7/11/11

EXHIBIT "A"

SCOPE OF SERVICES

I. BACKGROUND

Manatee County is a mid-size Florida county located on the southwest coast and consists of 150 miles of coastline, 741 square miles of land, 311,000 residents, and attracts more than 2 million visitors every year.

The Bradenton Area Convention & Visitors Bureau (BACVB), known as Anna Maria Island – Longboat Key on Florida's Gulf Islands, requires Professional Tourism Inquiry and Fulfillment Services on an annual basis.

The BACVB, which is funded by the tourism tax levied on overnight stays, also known as the "Bed Tax," plays a vital role in growing the delicate but resilient tourism base in the destination, Manatee County. BACVB works with all partners in the destination, Manatee County, who interact with visitors on a daily level. BACVB is in daily contact with hotels and area attractions to make Manatee County alluring to the visitor to spend their vacation time in County with the ultimate goal of making a positive economic impact.

The CONSULTANT shall provide live operator inquiry service through the BACVB toll free 800 numbers and website twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year. The live operator services shall be provided on a multi-lingual basis to include, at a minimum, English and Spanish. The CONSULTANT shall also receive inquiries directly from publications in which BACVB advertises.

BACVB is committed to maintaining a premiere tourism destination. The objective shall be to increase tourism in Manatee County by providing potential visitors with content rich, reliable information with easy to use travel planning tools that will encourage visitation and longer stays.

II. SCOPE OF SERVICES

The CONSULTANT shall provide a turn-key, full service operation to include, but not be limited to, staff, work space, equipment, software, telephones, all computer and telephone related lines and cable. The CONSULTANT shall be responsible for the installation of the cable/wire at the facility.

The CONSULTANT shall perform the following types of service including, but not limited to:

- Inbound and Outbound Live Operator services
- Service and product information
- Scripted information dissemination
- Mailing of literature and information requests
- Data entry of information

- Bilingual service
- Voice mail
- Email correspondence
- Call center overflow capabilities
- Handling surveys and questionnaires.

The CONSULTANT shall receive and respond to e-mail messages, text chat sessions, instant messaging, and online forums. The call center system shall be compatible with TTY service for the hearing impaired. The system shall also allow the BACVB access to on-site as well as on-line monitoring of the staff.

The CONSULTANT shall handle mail services such as forms and informational brochures.

The CONSULTANT shall operate the call center and fulfillment system in accordance with all federal, state, and local laws and regulations.

III. Inquiry Services

The CONSULTANT shall provide the following services:

- a. Establish scripts for telephone and data entry as specified and approved by the BACVB.
- b. Provide toll-free numbers as requested by the BACVB. The toll-free numbers will become the property of the BACVB. All toll-free calls will be routed to the successful Proposer's twenty-four (24) hour call center for telephone response.
- c. Respond to calls from all toll-free numbers; catalog the source of the call by identifying the toll free number used by querying the caller.
- d. Respond to callers questions regarding the area, its' accommodations and attractions based upon information provided by the BACVB.
- e. Record the callers' names, addresses, e-mail addresses, phone number and other demographic information as specified by the BACVB.
- f. Receive the BACVB Visitor Guide requests directly from the publications in which the BACVB advertises. Maintain a relationship with the publications to insure timely and accurate receipt of requests and maximize the number of requests which are received in electronic files.
- g. Establish an individual email address for inquiries from reader response cards and email inquiries.
- h. Enter all reader responses, email inquiries, and website leads into the BACVB database. Files will be imported into the database. Text information will be manually entered. All entries will be completed within three (3) business days of receipt.
- i. Maintain an Interactive Text Chat capability to support the BACVB website (www.AnnMaria-Longboatkey.com).
- j. Respond to Interactive Text Chat requests within twenty four (24) hours of the request.
- k. Respond to email questions from the BACVB's website as requested by the BACVB.

IV. Quality Assurance Program

The CONSULTANT shall develop and maintain a customer satisfaction program to include such measures as reliability, prompt service, and customer problem resolution.

V. Incentive Management Program

The CONSULTANT shall develop and maintain an incentive program to include such goals as call handling efficiency, maintaining a low employee turnover rate, and increasing the caller satisfaction rates.

VI. Fulfillment Services

The CONSULTANT shall provide the following services:

- a. Establish a fulfillment capability utilizing modern mailing software.
- b. Establish a BACVB specific mailing indicia.
- c. Download all BACVB Visitor Guide requests into the CONSULTANT'S mailing software.
- d. Fulfill BACVB Visitor Guide requests a minimum of twice weekly based on volume. Utilize the least costly postage whenever possible, automated presort standard for domestic use, and ISAL for international use.
- e. Fulfillment includes insertion and sealing or tabbing as necessary, direct imprinting or labeling, banding and traying, and delivering the mail to a local US Postal Facility. International fulfillment requires mailing of BACVB Visitor Guides in an envelope, or best practices established by the USPS.
- f. Provide a fax broadcast or e-mail blasts as requested by the BACVB.
- g. Provide miscellaneous fulfillment requests as requested by the BACVB, including postcards mailing and newsletters.
- h. Maintain at least a ninety (90) day supply of BACVB Visitor Guides and fulfillment materials in air conditioned warehouse space. Report on inventory monthly.

VII. Telefax Capability

The CONSULTANT shall incorporate telefax capabilities as a means to respond to the caller.

VIII. Staffing

The CONSULTANT shall provide and adjust staff levels to service the volume of calls as anticipated by BACVB. Staffing shall consist, at a minimum, of the following:

Account Manager – shall be the chief point of contact and shall be responsible for managing the BACVB programs on a regular basis by interfacing with internal staff and technical staff to ensure responsiveness and program objectives are met.

Supervisor – shall be responsible for, at a minimum, floor supervision, ongoing training, daily monitoring and quality performance.

Telephone Personnel – shall be responsible for representing the BACVB by answering its toll free lines, obtaining and providing information regarding BACVB programs and provide quality customer service. Personnel shall possess professional telephone etiquette, voice quality, and interact spontaneously with mental agility and enthusiasm. Shall have the knowledge and skills to respond professionally to a variety of interactions including, but not limited to, e-mail messages, text chat sessions, instant messaging, and online forums.

The CONSULTANT'S line supervisors shall monitor a minimum of ten percent (10%) of all calls received for quality control. A monthly report of recorded results shall be submitted to the BACVB.

IX. Security

The CONSULTANT shall establish a secure environment for the processing of all data and information to reduce an information security risk.

X. System Requirements

The CONSULTANT'S call center system shall use commonly acceptable industry-wide compression protocols to transfer all data from the CONSULTANT to the BACVB. The system shall support the archiving, retrieval, and purging of all appropriate data. The system shall also prevent the duplication of records.

XI. Disaster Recovery

The CONSULTANT shall have a disaster recovery plan to protect against possible service interruption due to an emergency event. The call center operations shall be up and running within forty-eight (48) hours of the emergency event.

The CONSULTANT shall have in place process and procedures for restoring service for situations where a reported service interruption cannot be resolved within four (4) hours and for services that cannot be restored within forty-eight (48) hours. Service transfer capabilities and the lag time to implement shall be described for both type of service outage scenario.

XII. Reporting Requirements

The CONSULTANT shall provide the following standard monthly reports from data collected from callers and electronic requests:

- a. **Calls by Day** – a report showing the number of calls answered for the current month by day, number of complete calls, and number of information calls, total calls, total minutes and average minutes per call. Complete calls are those calls where information received from the caller is saved to the system database. Information calls are calls where caller data was not obtained or stored, beyond call disposition time, and date.

- b. **Calls by Month** – a report listing each call received during current month by date, time of day, and length of time in minutes and seconds.
- c. **Hourly Call Summary** - a monthly report showing total number of calls received by hour of day broken down by completed calls and information calls.
- d. **Calls by State, Zip Code, or Country Summary** – a report showing the total number of calls received by state, zip code, and country for the current month.
- e. **Monthly Report on Key Performance Indicators** – a summary report that identifies, at a minimum, call response time, response time in mailing out the Visitor's Guide, and the number of calls that resulted in area bookings in lodging, dining, and other recreational activities.
- f. **Monthly Publication Report** – a summary report that identifies where a caller saw the advertisement to call the 800 number or publication from which leads are received.
- g. **Monthly Quality Control Report** – a summary of quality control results of the monitoring of telephone personnel.

||

EXHIBIT "B"

FEE RATE SCHEDULE

The COUNTY shall make payment upon receipt and acceptance of a proper invoice pursuant to Article 4 of this Agreement. The annual estimated not-to-exceed amount is \$100,000.00.

DESCRIPTION	COST
Inquiry Response Services:	
1. Initial Script Programming	\$0.00
2. Additional Programming, Report Development and Consulting	\$85.00 per hour
3. Report Processing	\$200.00 per month
4. Telephone Service Representative Time:	\$0.95 per minute
<i>Responding to Live Telephone Calls</i>	
<i>Responding to Interactive Text Chats</i>	
<i>Responding to E-Mail Questions</i>	
5. Toll Free Service:	
<i>Base Fee per Toll Free Number</i>	\$3.00 per month
<i>Usage Charges for Toll Free Usage & Long Distance</i>	At Actual Cost
6. Data Entry of Visitor Guide Requests:	
<i>Importing Data Files of 100 records or greater</i>	\$0.30 per record
<i>Manual Data Entry for Files Less than 100 records</i>	\$0.55 per record
7. Interactive Text Chat (if required):	
<i>Monthly License Fee</i>	\$50.00 per month
<i>Live Operator Assisted Chat</i>	\$0.85 per minute
8. Disaster Continuity	
<i>Monthly Base Fee</i>	\$100.00 per month
<i>Telephone Service Representative Time</i>	\$0.95 per minute

DESCRIPTION	COST
Fulfillment Services:	
1.Mail Processing:	
<i>Single Visitor Guide self-mailer</i>	\$0.18 per piece
<i>Single Visitor Guide 1st Class & International (envelopes)</i>	\$0.25 per piece
<i>Multiple Visitor Guide Packages</i>	\$0.25 first insertion, \$0.02 additional insertions
2. Postage & Shipping	At Actual Cost
3.Supplies	At Actual Cost
4.Special Mail Processing:	
<i>Oversized Postcard Direct Imprinting (greater than 1,000)</i>	\$0.03 per piece
<i>Newsletters (8.5"x5.5" pre-folded) Tab and Direct Imprint</i>	\$0.07 per piece
5. All Other Special Mail Processing	\$50.00 per hour
6.Special E-Mail Blasts – Development	\$75.00 per hour
<i>Cost per Record (0-10,000)</i>	\$0.02 per record
<i>Cost per Record Greater than 10,000</i>	\$0.008 per record
<i>Delete Rejected Records from Database</i>	\$0.20 per record
7.Inventory Storage per Pallet	\$20.00 per month

||

EXHIBIT "C"

AFFIDAVIT OF NO CONFLICT

PROFESSIONAL TOURISM INQUIRY AND FULFILLMENT SERVICES

STATE OF FLORIDA

COUNTY OF Lee

BEFORE ME, the undersigned authority, this day personally appeared Michael R. DeMas, a principal with full authority to bind PHASE V OF SOUTHWEST FLORIDA, INC. (herereinafter the "CONSULTANT"), who being first duly sworn, deposes and says:

The CONSULTANT -

- (a) is not and will not become engaged in any obligations, undertakings or contracts which would constitute a conflict of interest relative to Manatee County; and,
- (b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and,
- (c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s); and,
- (d) will not undertake assignments for both Manatee County and one or more private parties within the same public project.

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement for Professional Tourism Inquiry and Fulfillment Services.

Michael R. DeMas
Signature

SUBSCRIBED to and sworn before me this 11th day of July, 2011.

Notary Public Amber E Kostura

My commission expires: AUGUST 1, 2013

Personally Known Or Produced Identification Type of Id

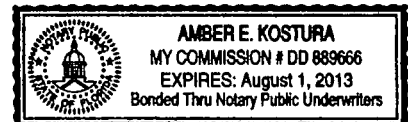


EXHIBIT "D"

RESOLUTION R-93-22 and Drug Free Work Place Certification

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, IMPLEMENTING ¶3-101(7)3(1) OF THE MANATEE COUNTY PROCUREMENT CODE (ORDINANCE 84-02 AS AMENDED) TO ESTABLISH MINIMUM REQUIREMENTS FOR BIDDERS WITH RESPECT TO MAINTAINING A DRUG FREEWORKPLACE; REQUIRING WRITTEN CERTIFICATION TO THE COUNTY OF COMPLIANCE WITH THE REQUIREMENTS ESTABLISHED HEREIN; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Manatee County recognizes that substance abuse is a complex societal problem that continues to threaten the welfare of the residents and community; and

WHEREAS, the Board of County Commissioners considers substance abuse on the job to be an unsafe and counter-productive work practice; and

WHEREAS, consistent with its policy to promote a safe work environment and encourage personal health for all citizens of Manatee County, the Commission finds it necessary to combat substance abuse in the workplace by promoting education and awareness; and

WHEREAS, consistent with the Drug Free Workplace Act (§112.0455, Florida Statutes) and policies applicable to Manatee County employees pursuant to Resolution R-93-10, the Board of County Commissioners of Manatee County has determined that it is necessary and in the best interest of the County to adopt the drug free workplace requirements for persons or entities contracting with Manatee County; and

WHEREAS, ¶3-101(7)B of the Manatee County procurement Code (Ordinance 84-02, as amended) authorizes the adoption of requirements for maintaining a drug free workplace applicable to persons or entities bidding on contracts with Manatee County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, as follows:

1. **Certification Required:** No person or entity submitting a bid pursuant to §3-101 shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, unless such person or entity has submitted a written certification to the county that it will provide a drug free workplace by:
 - a. providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in §893.02(4), Florida statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or entity's policy of maintaining a drug free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (iv) the penalties that may be imposed upon employees for drug abuse violations.
 - b. Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).
 - c. Notifying the employee in the statement required by subsection 1. that as a condition of employment the employee will:
 - (i) abide by the terms of the statement; and,
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
 - d. At all times pertinent to the performance of any contract with Manatee County, notify the county within ten (10) days after receiving notice under subsection c. from an employee or otherwise receiving actual notice of such conviction.
 - e. Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO RESOLUTION R-01-36 SECTION 4, E (1) (a) MANATEE COUNTY PURCHASING POLICIES, ON DRUG FREE WORK PLACES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by:

Michael R. DeMAS, president for Phase V of Southwest Florida, Inc
[print individual's name and title] [print name of entity submitting sworn statement]

whose business address is: 12290 Treeline Ave. Fort Myers, FL 33913
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2117361 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or Resolution R-01-36 Section 4, E (1) (a) or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Resolution R-01-36 Section 4, E (1) (a).

[Signature]

Michael R. DeMas

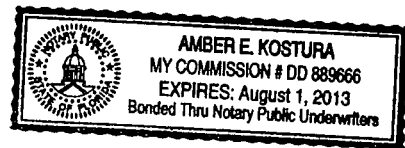
STATE OF FLORIDA
COUNTY OF Lee

Sworn to and subscribed before me this 11th day of July, 2011 by

Personally known ✓ OR Produced identification _____
(Type of identification)

Amber E Kostura My commission expires August 1, 2013
Notary Public Signature

Amber E Kostura
[Print, type or stamp Commissioned name of Notary Public]





CERTIFICATE OF LIABILITY INSURANCE

PHASE-1

OP ID: IZ

DATE (MM/DD/YYYY)

07/07/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Nash Insurance & Associates 2 8801 College Pkwy Suite 1 Ft Myers, FL 33919 Brad Nash	239-333-1780 239-689-7658	CONTACT NAME: Mike Demas PHONE (A/C, No, Ext): 239-225-1000 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
	INSURED Phase V of Southwest FL, Inc. Intercept of Florida Inc Mike Demas 12290 Treeline Ave Fort Myers, FL 33913		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	CPS1405726	07/08/11	07/08/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COM/POP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E L EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE	\$
A	Property Section		CPS1405726	07/08/11	07/08/12	Building BPP/PO	See Dec See Dec

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is listed as additional insured with respects to General Liability.

CERTIFICATE HOLDER MANATEE Manatee County 1112 Manatee Ave W #803 Bradenton, FL 34205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brad Nash 
--	---

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CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder PHASE V OF SOUTHWEST FLORIDA INC

Address of policyholder 12290 TREELINE AVE

Location of operations _____

Description of operations _____

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
This insurance includes:	Comprehensive Business Liability			BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input type="checkbox"/>			Each Occurrence \$ General Aggregate \$ Products - Completed Operations Aggregate \$
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other			Each Occurrence \$ Aggregate \$
98-BH-E450-7 F	Workers' Compensation and Employers Liability	SEP-10-10 SEP-10-11	SEP-10-11 SEP-10-12	Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ 500000 Disease Each Employee \$ 500000 Disease - Policy Limit \$ 500000
POLICY NUMBER	TYPE OF INSURANCE	Effective Date	Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
169 7865-B04-59	AUTO	02-04-2011	02-04-2012	500000
757 0819-C12-59B	AUTO	03-12-2011	03-12-2012	500000

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

ADDITIONAL INSURED:

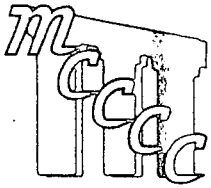
MANATEE COUNTY
 1112 MANATEE AVENUE WEST, SUITE 803
 BRADENTON, FL 34205

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative _____
 CSR _____ 07/12/2011
 Title _____ Date _____

Agent's Code Stamp

AFO Code F609



Manatee County

Clerk of the Circuit Court and Comptroller

R.B. "Chips" Shore

P.O. Box 25400 ◦ Bradenton, Florida 34206 ◦ (941) 749-1800 ◦ FAX (941) 741-4082 ◦ www.manateeclerk.com

July 26, 2011

TO: Phase V of Southwest Florida, Inc.
12290 Treeline Avenue
Fort Myers, Florida 33913

FROM Clerk of Circuit Court
Board Records Department
Vicki P. Jarratt
P.O. Box 25400
Bradenton, Florida 34206

RE: **Professional Tourism Inquiry and Fulfillment Services - Agreement (11-1067-DW) with Phase V of Southwest Florida, Inc.;** not to exceed \$100,000; for one year (8/1/11-7/31/12).

ACCEPTED: In open session by the Manatee County Board of County Commissioners on **July 26, 2011.**

RBS:vpj

Enclosure

cc: Board Records
Debbie Meihls, Bradenton Area Convention and Visitors Bureau

MEMORANDUM



FINANCIAL MANAGEMENT
DEPARTMENT
Purchasing Division
1112 Manatee Avenue West
Bradenton, FL 34205

MANATEE COUNTY
FLORIDA

Phone: 941.749.3014
Fax: 941.749.3034

To: Susan Romine, Supervisor
Board Records

From: Dennis W. Wallace *DWWW*

Date: July 20, 2011

Subject: Agreement No. 11-1067-DW for Professional Tourism Inquiry & Fulfillment Services with Phase V of Southwest Florida, Inc.

RECEIVED

JUL 22 2011

BOARD RECORDS

Please accept the enclosed executed Agreements for Professional Tourism Inquiry & Fulfillment Services for a period of one (1) year commencing on August 1, 2011 and ending on July 31, 2012 with four (4) additional renewal periods of one (1) year in accordance with the provisions of the Agreement. This executed Agreement, is as authorized by Manatee County Code, Chapter 2-26, and per the delegation by the County Administrator effective 1/26/2009 and revised 8/10/09.

If you require any additional background or information, please call me at 3039.

Please send a confirmation of acceptance as follows:

- One (1) Original to: Mr. Michael DeMas, President
Phase V of Southwest Florida, Inc.
12290 Treeline Avenue
Fort Myers, Florida 33913
- One (1) Original to: Ms. Debbie Meihls, Bradenton Area Convention and Visitors Bureau.

copy 7-26-11 v9

Thank you.

Attachments to Board Records :

1. Two (2) Original Agreements.
2. Source Selection Dated: June 29, 2011

MANATEE COUNTY GOVERNMENT SOURCE SELECTION

SUBJECT	Professional Tourism Inquiry and Fulfillment Services	DATE POSTED	Date Posted on Mymanatee.org <u>7/5/11 MW</u>
PURCHASING REPRESENTATIVE	Dennis W. Wallace <i>DWW</i>	DATE CONTRACT SHALL BE AWARDED	To Be Determined After Negotiations
DEPARTMENT	Financial Management Purchasing Division	CONSEQUENCES IF DEFERRED	N/A
SOURCE RECOMMENDATION	Request for Proposal No. 11-1067DW	AUTHORIZED BY DATE	R.C. "Rob" Cuthbert <i>[Signature]</i> , CPPO June 29, 2011

ACTION DESIRED

Authorization to enter into negotiations with the sole respondent, **Phase V of Southwest Florida, Inc.**, Fort Myers, Florida, to provide Tourism Inquiry and Fulfillment Services on an annual basis.

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)

Manatee County Code of Law, Chapter 2-26 Manatee County Purchasing Ordinance, Section 2-26-40 and the Standards and Procedures approved by the County Administrator.

BACKGROUND/DISCUSSION

The County competitively solicited a Request for Proposal ("RFP") No. 11-1067-DW seeking the best qualified organization to provide Professional Tourism Inquiry and Fulfillment Services on an annual basis for a period of four (4) years with the objective to increase tourism in the County by providing potential visitors with content rich, reliable information with easy-to-use travel planning tools that will encourage visitation and longer stays. The RFP was broadcast via DemandStar to 386 organizations who provide this service as well as advertised in the Bradenton Herald and posted on the County's website and provided to the Manatee County Chamber of Commerce for release to its' members.

The sole proposal from Phase V of Southwest Florida, Inc. was deemed responsive and responsible to the RFP. Their proposal includes operating a call center and fulfillment system providing live operator inquiry service through the BACVB's toll free telephone numbers and website as well as receive inquiries directly from BACVB advertiser publications in addition to handling mail services for forms and informational brochures.

SUMMARY

Authorization to enter into negotiations with **Phase V of Southwest Florida**, Fort Myers, Florida to provide Tourism Inquiry and Fulfillment Services.

ATTACHMENTS: (List in order as attached)

INSTRUCTIONS TO BOARD RECORDS:

NA

COST

\$100,000.00/ annually

SOURCE (ACCT# & NAME)

Tourism and Bed Tax

COMMENTS

N/A

AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)

N/A

From: **Vicki Jarratt**

Sent: **Thursday, July 28, 2011 8:12 AM**

To: **'debbie.meihls@mymanatee.org'**

Subject: **Agreement for Professional Tourism Inquiry and Fulfillment Services with Phase V of Southwest Florida, Inc.**

Attachments: **BC20110726DOCC38.PDF**

Attached is the Agreement for Professional Tourism Inquiry and Fulfillment Services with Phase V of Southwest Florida, Inc. accepted by the BCC on 7/26/11.

Best regards,

Vicki Jarratt

Board Records

For R.B. "Chips" Shore

Manatee County Clerk of Circuit Court & Comptroller

www.ManateeClerk.com

vicki.jarratt@manateeclerk.com

749-1800 Ext. 4185

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