

## **EXECUTIVE SUMMARY**

**Recommend approval of the award of RFP #09-5183 and agreement between Collier County and Miles Media Group, LLLP for Website Development for the Collier County Tourism Department in an estimated annual amount of \$100,000**

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**OBJECTIVE:** To provide for continuing website hosting, monthly licensing, analysis and reporting plus additional tasks as required to maintain the Tourism website.

**CONSIDERATIONS:** RFP #09-5183 was issued on January 30, 2009 to solicit website design and maintenance for the Tourism website, [www.paradisecoast.com](http://www.paradisecoast.com). Ninety notices were sent, eighty-four firms downloaded the RFP package, and five proposals were received.

The Selection Committee met on April 2, 2009, and by consensus, recommended the award of the RFP and a contract to Miles Media Group, LLLP.

**FISCAL IMPACT:** \$100,000 is budgeted in the Tourism Department FY 10 budget for these services.

**GROWTH MANAGEMENT IMPACT:** There is no impact to the Growth Management Plan related to this action.

**LEGAL CONSIDERATIONS:** This item has been reviewed by the County Attorney's Office, requires simple majority vote and is legally sufficient for Board action. – CMG

**RECOMMENDATION:** That the Board of County Commissioners approves the award of RFP # 09-5183 and a contract with Miles Media Group, LLLP, and authorizes the Chairman to sign the standard after County Attorney approval.

**PREPARED BY:** Jack Wert, Tourism Director

AGREEMENT

**09-5183 "Collier County Tourism Website Design and Maintenance"**

**THIS AGREEMENT**, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Miles Media Group, LLLP, authorized to do business in the State of Florida, whose business address is 6751 Professional Parkway West, Suite 200, Sarasota, Florida, 34240-8443, hereinafter called the "Vendor" and Collier County, a political subdivision of the State of Florida, Collier County, Naples, hereinafter called the "County":

WITNESSETH:

1. **COMMENCEMENT**. This Agreement shall commence on October 1, 2009 and shall be for a two (2) year period. The County may, at its discretion and with the consent of the Vendor, extend the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year periods. The County shall give the Vendor written notice of the County's intention to extend the Agreement term not less than thirty (30) days prior to the end of the Agreement term then in effect.
2. **STATEMENT OF WORK**. The Vendor shall provide professional website design and maintenance services in accordance with the terms and conditions of **RFP #09-5183**, "Collier County Tourism Website Design and Maintenance", and the Vendor's proposal, incorporated herein by reference and made an integral part of this Agreement. This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Vendor and the County Project Manager or his designee, in compliance with the County Purchasing Policy and Administrative Procedures in effect at the time such services are authorized.
3. **THE CONTRACT SUM**. The County shall pay the Vendor for the fixed monthly cost for website hosting and maintenance as follows:

Web Site Hosting plus twelve (12) hours maintenance per month for www.paradisecoast.com	\$1,950/month
HBX monthly licensing, analysis, reporting	\$ 750/month

Additional tasks required by the County will be evidenced by Vendor proposals and a County Purchase Order. Payments shall be made to the Vendor when requested as work progresses, but not more frequently than once per month. Payment will be made upon receipt of a proper invoice and upon approval by the Tourism Development Director or his designee, and in compliance with Chapter 218, Florida Statutes, otherwise known as the "Local Government Prompt Payment Act".

4. **NOTICES**. All notices from the County to the Vendor shall be deemed duly served if mailed or faxed to the Vendor at the following Address:

Miles Media Group, LLLP  
6751 Professional Parkway West, Suite 200  
Sarasota, FL 34240-8443  
Attention: Roger W. Miles, President & CEO  
Fax # 941-907-0300

All Notices from the Vendor to the County shall be deemed duly served if mailed or faxed to the County to:

Tourism Development Department  
3050 North Horseshoe Drive # 218  
Naples, Florida 34104  
Attention: Jack Wert, Executive Director  
Fax # 239-252-2404

The Vendor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

5. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Vendor or to constitute the Vendor as an agent of the County.
6. **PERMITS; LICENSES; TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Vendor. Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Vendor. The Vendor shall also be solely responsible for payment of any and all taxes levied on the Vendor. In addition, the Vendor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Vendor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Vendor.
7. **NO IMPROPER USE.** The Vendor will not use, nor suffer or permit any person to use in any manner whatsoever, county facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Vendor or if the County or its authorized representative shall deem any conduct on the part of the Vendor to be objectionable or improper, the County shall have the right to suspend the contract of the Vendor. Should the Vendor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the

violation is cured. The Vendor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

8. **TERMINATION**. Should the Vendor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said agreement immediately for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.
9. **NO DISCRIMINATION**. The Vendor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.
10. **INSURANCE**. The Vendor shall provide insurance as follows:
  - A. **Commercial General Liability**: Coverage shall have minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Vendors; Products and Completed Operations and Contractual Liability.
  - B. **Business Auto Liability**: Coverage shall have minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
  - C. **Workers' Compensation**: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$500,000 for each accident.
  - D. **Professional Liability Insurance**: The Consultant shall maintain Insurance to insure its legal liability for claims arising out of the performance of professional services under this Agreement. Coverage shall have minimum limits of \$1,000,000 Per Occurrence.

**Special Requirements**: Collier County shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability Policy.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Vendor during the duration of this Agreement. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. There shall be a thirty (30) day notification to the County in the event of cancellation or modification of any stipulated insurance coverage.

Vendor shall insure that all sub-Vendors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.

11. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Vendor shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor or anyone employed or utilized by the Vendor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

12. **CONTRACT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Tourism Development Department.
13. **CONFLICT OF INTEREST.** Vendor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Vendor further represents that no persons having any such interest shall be employed to perform those services.
14. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the attached component parts, all of which are as fully a part of the contract as if herein set out verbatim: Vendor's Proposal, Insurance Certificate, and RFP #09-5183 Specifications/Scope of Services.
15. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this agreement is subject to appropriation by the Board of County Commissioners.
16. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

17. **IMMIGRATION LAW COMPLIANCE.** By executing and entering into this agreement, the Vendor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Vendor to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.
18. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.
19. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
20. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this contract upon satisfactory negotiation of price by the Contract Manager and Vendor.
21. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Vendor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Vendor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

22. **KEY PERSONNEL/PROJECT STAFFING.** The proposer's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract. Selected firm shall assign as many people as necessary to complete the project on a timely basis, and each person assigned shall be available for an amount of time adequate

to meet the dates set forth in the Project Schedule. Firm shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. Firm shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.

**IN WITNESS WHEREOF**, the Vendor and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

ATTEST:  
Dwight E. Brock, Clerk of Courts

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: \_\_\_\_\_  
Dated: \_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
Donna Fiala, Chairman

**Miles Media Group, LLLP**  
Vendor

\_\_\_\_\_  
First Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
↑Type/print witness name↑

\_\_\_\_\_  
Second Witness

\_\_\_\_\_  
Typed signature and title

\_\_\_\_\_  
↑Type/print witness name↑

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Print Name