

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Tangent Media Economic Development Support Contract

REQUESTED ACTION: Staff recommends approval

Work Session (Report Only) **DATE OF MEETING:** 12/11/12

Regular Meeting Special Meeting

CONTRACT: N/A

Vendor/Entity: _____

Effective Date: 12/11/12

Termination Date: 9/30/2013

Managing Division / Dept: _____

County Administration/Economic Development

BUDGET IMPACT: \$21,550

Annual

FUNDING SOURCE: _____

Capital

EXPENDITURE ACCOUNT: _____

N/A

HISTORY/FACTS/ISSUES:

The purpose of the support contract is for professional services for economic development support and to complete the following tasks as listed in Exhibit A.

Print Package Design and Development	\$ 3,500
Targeted Economic Development Communications	\$ 1,800
SumterBusiness.com Website Enhancements	\$12,000
Sumter County Agriculture Alliance Website Enhancements	\$ 3,900
Specific Response Package Development (As Needed)	\$ 350/Support Package

Tangent Media! Agreement for Economic Development Support

THIS AGREEMENT is made this 11th day of December, 2012, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and **Douglas E. Smiley and Christine L. Smiley dba Tangent Media!**, a sole proprietorship, (hereafter referred to as "Contractor"), whose address is 7257 CR 219 Suite B, Wildwood, FL 34785.

RECITALS

WHEREAS, the Board has need of professional services for economic development support; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Contractor to the Board will be that of a professional Contractor and the Contractor will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Contractor's profession, and Contractor will endeavor to provide to the Board prompt and efficient consulting services to the best of its ability.
2. Contractor is hereby retained and employed to work directly with Sumter County Economic Development through the Board's County Administrator, and will work to provide said services in accordance with the scope of work outlined in Attachment "A".
3. The term of this Agreement shall commence on the day and year as shown above and continue in full force through September 30, 2013, unless otherwise terminated as provided in paragraph four (4) of this Agreement. This Agreement may be renewed on an annual basis if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph seven (7) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination.
5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractor's hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fee Schedule located in Attachment "B". Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.

6. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Contractor shall be made available to the Board upon request and shall be considered public records.
- c. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-Contractors (if any).
- d. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- e. Contractor shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements of Board, naming Board as an additional insured in each such policy.
- f. Upon Contractor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Contractor and Board mutually deem necessary, and Contractor may rely upon same in performing the services required under this agreement.
- g. The Board and Contractor each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Board nor Contractor shall assign or transfer their interest in this agreement without the prior written consent of the other party.

7. Should any other professional services be called for by the Board which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Contractor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Contractor shall be available to represent the Board, serve as an expert witness and provide supporting documentation as necessary.

8. Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify the Board and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including payment of all reasonable attorney's fees, costs and expenses associated with the same.

9. Contractor, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of

the Board, except as provided in the scope of services called for herein. Contractor is hereby designated as an independent contractor to the Board and none of the employees, agents or servants of the Contractor shall have, or be entitled to, any of the fringe benefits applicable to employees of the Board.

10. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

11. Contractor does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Contractor hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Board in any other State Court, Federal Court or administrative tribunal.

12. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

13. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

14. In performing services hereunder, Contractor shall comply with all federal, state and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

15. E-Verify: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.

The contractor agrees to certify to Sumter County (County) that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file by the general contractor and made available to the state and/or the County upon request. The Sumter County Board of County Commissioners reserves the right to take action against any contractor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debaring the contractor from performing services for the County

16. Contractor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

17. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

18. Any notices required by this Agreement shall be mailed to the following individual(s), by

Certified Mail, Return Receipt requested:

FOR THE BOARD

Bradley S. Arnold

7375 Powell Road
Wildwood, FL 34785

Title: County Administrator

FOR THE CONTRACTOR

Douglas E. Smiley
Christine L. Smiley

7257 CR 219, Suite B
Wildwood, FL 34785

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

By: Doug Gilpin, Chairman

Date Signed: _____

ATTEST:

Contractor

By: _____

By: Douglas E. Smiley

By: Christine L. Smiley

Date Signed: _____

ATTACHMENT "A"

This Statement of Work serves as an agreement between the Sumter County Board of County Commissioners and tangent media! for the production of promotional materials to be used in the marketing and sales efforts of Sumter County Economic Development.

Print Package Design and Development

Although Sumter County Economic Development currently has a "package" being sent to Enterprise Florida prospects on demand, there exists no outbound sales package that can be used to initiate a proactive sales campaign. Design and development of electronic and printed sales packages that can be used to initiate or respond to a potential lead is the scope of this work. Components shall be tailored for each industry segment (manufacturing, distribution, healthcare, and agri-business). The core content and material would be common to all sales packages, but with just enough tailored content to address targeted industries' needs. This work includes design and layout, graphics, photography, print brokering, project management and other potential production activities, and does not include postage or third-party printing costs.

Completion Date: On or before March 1, 2013

Targeted Economic Development Communications

Targeted and value-added email blasts conveying economic development support opportunities and local demographic information via Sumter County Economic Development authorized email account. This will provide a cost-effective way to communicate recent developments pertaining to specific industry sectors in support of Sumter County's existing industries and recruitment of new industries. Emails will consist of minimal graphics and text, but will provide links to more information. Email blasts will be organized based on website signups, prospect lists, site selector lists, and purchased lists. The email blasts are also a key component of the interactive efforts. At a minimum, one email per month will be solely focused on upcoming economic development support opportunities for Sumter County's existing industry with a not to exceed email blast of two per month.

Completion Date: Starting January 1, 2013 through September 30, 2013

SumterBusiness.com Website Enhancements

The new website is a positive first step in improving online marketing efforts. Now it is incumbent upon us to provide fresh, meaningful content and additions that will draw in visitors and make the case for relocating to Sumter. Media which can be repurposed for the website includes video, photography, press releases, articles, ads and sales materials. More specifically, content should include:

- Promotion of industrial corridors, commercial development and potential mega-site
- More compelling imagery of businesses, SCED, BOCC and the local SC environment

- Articles (or article reprints) and stories about local business, government, and lifestyle via the creation of a section within the website that has links or the electronic version of the articles in an archived retrieval format

Completion Date: On or before June 1, 2013

Sumter County Agriculture Alliance Website Enhancements

It has been determined by the Board of the Sumter County Agricultural Alliance that the agricultural interests of the county need to be represented and promoted through some means. In that regard, it has been proposed that the county create a simple yet effective web presence for agricultural interests within the County.

Sumter County interested parties to be included or recognized within the site might include, but are not limited to:

Agricultural Alliance (Alliance members and Alliance Board), Cattlemen's Association, Farm Bureau, Fair Association, Farmers' Market, Equestrian Center, UF/IFAS, 4H, Farm Credit/Lending Institutions, and Varying Grower Organizations

The basic website content and functionality shall include:

Directories/listings of Ag Groups, Alliance Members and AA Board Members, A contact page with reply form, an About Us page (specific to county/ alliance history and internal workings), Ag News from members (master gardener, cattleman, bee keeper, etc.), A feature page about Sumter, agriculture, testimonials from local ranchers/growers, and any other "sales" type info deemed appropriate for promoting agri-business growth, Downloadable/printable flyer for convenient use by site visitors (shall be the same as developed for Sumter County Economic Development regarding agriculture).

Completion Date: On or before February 1, 2013

Update and Maintenance of the website to include ongoing content development for the site, including news updates, posting of minutes of meetings, featured articles/blogs, and the project management of those logistics.

Completion Date: Starting monthly February 1, 2013 through September 30, 2013

Specific Response Package Development (As Needed)

Beyond the Print Package Design Development and for unique modifications to respond to a prospect, support will be provided on an "as needed" basis.

ATTACHMENT "B"

Fee Schedule

Print Package Design and Development	\$ 3,500
Targeted Economic Development Communications	\$ 1,800
SumterBusiness.com Website Enhancements	\$12,000
Sumter County Agriculture Alliance Website Enhancements	\$ 3,900
Specific Response Package Development (As Needed)	\$ 350/Support Package