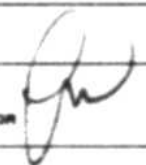
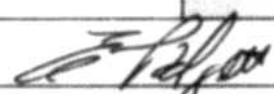


MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

| | | | |
|---|--|---|--|
| SUBJECT | EXPENDITURE OF FUNDS TO BRING TWO REPS FROM DESTINATION MARKETING TO BRADENTON | TYPE AGENDA ITEM | COMBENT |
| DATE REQUESTED | DECEMBER 1, 1998 | DATE SUBMITTED/REVISED | NOVEMBER 20, 1998 |
| BRIEFINGS/WHO? | | CONSEQUENCES IF DEFERRED | |
| DEPARTMENT/DIVISION | CONVENTION & VISITORS BUREAU ADMINISTRATION | AUTHORIZED BY TITLE | LARRY WHITE EXECUTIVE DIRECTOR  |
| CONTACT PERSON TELEPHONE/EXTENSION | MONICA LUFF 729-0177 x231 | PRESENTER/TITLE TELEPHONE/EXTENSION | LARRY WHITE 729-0177 x232 |
| ADMINISTRATIVE APPROVAL | |  | |

ACTION DESIRED

INDICATE WHETHER "REPORT OR "DISCUSSION, "FORM OF MOTION, OR "OTHER ACTION REQUIRED:

AUTHORIZATION TO EXPEND UP TO \$900.00 IN AIRFARE CHARGES AND UP TO \$100 IN AUTO RENTAL CHARGES FOR TWO REPRESENTATIVES FROM DESTINATION MARKETING, LTD. TO BRADENTON FROM LONDON, ENGLAND FOR THE PURPOSE OF A TRAVEL INDUSTRY SEMINAR AND AN APPEARANCE AT A BOARD OF COUNTY COMMISSION MEETING IN DECEMBER, 1998.

ENABLING/REGULATING AUTHORITY

FEDERAL/STATE LAW(S), ADMINISTRATIVE RULING(S), MANATEE COUNTY COMP PLAN/LAND DEVELOPMENT CODE, ORDINANCES, RESOLUTIONS, POLICY.)

COMP. PLAN 10.4.3.1. PROMOTION OF CULTURAL RESOURCES
F.S. 125.0104 AUTHORIZED USES OF RESORT TAX FUNDS

BACKGROUND/DISCUSSION

- REPRESENTATIVE AGREEMENT WITH DESTINATION MARKETING, LTD. AUTHORIZED BY BOARD OF COUNTY COMMISSIONERS ON OCTOBER 20, 1998.
- TWO REPRESENTATIVES FROM DESTINATION MARKETING, LTD. WILL APPEAR BEFORE BCC ON DECEMBER 8, 1998 AND GIVE SEMINAR FOR TRAVEL INDUSTRY ON DECEMBER 9, 1998.
- LINE ITEM ESTABLISHED FUNDING FOR ACTIVITIES BY DESTINATION MARKETING, LTD. REPRESENTATIVES, AND IS ENTIRELY FROM TDC TRUST FUNDS. NO GENERAL FUND REVENUES ARE REQUIRED.

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED? INDICATE "NO" OR "YES" @ RIGHT. IF "NO," PROCEED TO 1) BELOW, AND IF "YES," PROCEED TO 2) BELOW. No

1) IF "NO" TO ABOVE:

A) PLEASE EXPLAIN BELOW: (SEE ALSO FOLLOWING SECTION 1B) RE: CONTRACT, AGREEMENT, LEASE, ETC.)

THIS IS NOT A LEGAL ISSUE, AND COMPLIES WITH CONTRACT WITH GLOBAL CONTACT.

B) IF A CONTRACT, AGREEMENT, LEASE OR OTHER DOCUMENT WAS PREVIOUSLY APPROVED, STATE YEAR OF LAST USE @ RIGHT:

2) IF "YES" TO FIRST QUESTION IN THIS SECTION:

A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION, WHICH PORTION?

B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED; IF NOT, PLEASE EXPLAIN. A COPY OF FINANCIAL AGENCY MEMO RE THIS MATTER MUST BE ATTACHED (IF COMMENTS WERE VERBAL, SO INDICATE.)

APPROVED IN OPEN SESSION
 DEC 01 1998
 BOARD OF COUNTY COMMISSIONERS
 MANATEE COUNTY, FLORIDA

| | |
|---|---|
| ATTACHMENTS: (LIST IN ORDER AS ATTACHED) | INSTRUCTIONS TO BOARD RECORDS: |
| 1. DESTINATION MARKETING, LTD. CONTRACT | CC MINUTES TO CVB |
| COST UP TO \$1,000.00 | SOURCE (ACCT# & NAME) 1030002201534000 CVB - Admin OTHER CONTRACTUAL SERVICES |
| COMMENTS | AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT) |

REF: DEST_MKTD.AGE

**AGREEMENT BETWEEN
DESTINATION MARKETING LIMITED AND MANATEE COUNTY**

This is an agreement by and between Destination Marketing Limited, a corporation established in London, England, and registered in the State of Florida (hereinafter "Company"), and Manatee County, a political subdivision of the State of Florida (hereinafter "Client").

Company agrees to provide a United Kingdom (UK) sales office for Client's division known as the Bradenton Area Convention and Visitors Bureau. This representation will encompass active sales, marketing, consultations and reporting as provided herein.

1. **Routine Services.** Company agrees to provide the following services on a monthly or routine basis as provided below:
 - (a) Establish a dedicated telephone line exclusively for Client to be answered during usual and customary business hours as directed by Client. A dedicated answer phone will also be provided.
 - (b) Permit dedicated signage for the London office located at Molasses House, Clove Hitch Quay, Plantation Wharf, London, SW11 3TN using Client's logo, and permit Client to use Company's address for advertising, marketing and promotional activities in London. Company's address can also be used for trade and commercial purposes not necessarily related to the promotion of tourism.
 - (c) Fulfill all requests for information, press kits, videos, slides and collateral material as received from the travel trade, press or consumers, or through other agencies (i.e., Visit Florida, Inc. and leads from Client).
 - (d) Mail press releases to mainstream, specialty and travel trade publications and media at times deemed appropriate by Client. Press releases are to be written by Client printed and mailed by Company.
 - (e) All written, fax and telephone inquiries will be entered into Company's tailor-made database. This has been designed specifically for the needs of the travel industry. Every month, Company will provide Client with a report on the number of inquiries in each of the above categories. This will also include an analysis of the information requested. The information will be provided to Client on disk or hard copy.
 - (f) Company will ensure that the dedicated telephone number appears in all relevant free trade, media and consumer listings and directories.
 - (g) Company will carry out an analysis of all UK tour operators featuring Manatee County. This will be a comprehensive report and will include recommendations on how to develop the UK tour operator market further.

- (h) Company purchases a number of tourism reports. Wherever possible, Company will provide relevant data to Client, particularly with regard to tourism figures. This information will be included in the quarterly reports.
 - (i) The Directors of Company will be available to Client for consultation on tourism, commercial and trade issues.
 - (j) Company shall make a minimum of 120 direct sales calls (an average of 10 per month) to Tour Operator and Travel Industry representatives, and sixty (60) additional telemarketing calls (an average of 5 per month). Client shall provide Company with information to be used in such sales calls. All sales leads will be passed on to Client.
 - (k) Company maintains brochure supplies both on-site and at a nearby secure storage unit. Bulk distribution, customs clearance, etc., are all handled by Company.
 - (l) Encourage site inspections of Manatee County by industry contacts to heighten awareness of the destination.
 - (m) Consult with Client on a regular basis to advise Client of activity, trends and marketing opportunities as they develop.
 - (n) Provide a quarterly report on all activities undertaken on behalf of Client and a monthly invoice for all reimbursable expenses and certifying that all work required above has been provided.
 - (o) Every quarter Company will provide a brief report on the UK travel market which is designed for use by overseas destinations to keep them informed of all relevant developments and trends.
 - (p) The quarterly commentary will include updates on the travel agency, conference, incentive and business travel markets.
 - (q) Company will provide representation at meetings of the Incentive Travel and Meetings Association and CONFEX and The Meetings & Incentive Travel Show, at which Company plans to take a stand
2. For and in consideration of the above routine services, Client agrees to comply with the following:
- (a) Supply Company with all material required to fulfill requests for information and material, including stationery, business cards, brochures, slides, videos, and other promotional material including signage.
 - (b) Keep Company apprised of all developments in the destination which will affect the international travel market.

- (c) Pay Company a retainer of \$1,000.00 per month for all routine services.
 - (d) Reimburse Company for all mailing expenses incurred based on the actual postage plus 15% per item except that Company shall assume all costs for mailing Client's existing one-piece brochures or equivalent, up to 100 pieces per month posted second class.
 - (e) Reimburse Company for actual telephone line expenses incurred for Client's dedicated telephone line in the London office and all long distance charges incurred on Client's behalf.
3. Special Projects: Client may engage Company to provide special projects as described below.
- (a) Conduct one educational training seminar for interested parties in Bradenton, Florida. Such training would include explanation of each different type of business (retail, wholesale, etc.), economic and cultural differences in each country and how it relates to doing business with them, expectations of international visitors, ways to ensure a smooth operational system, and explaining potential problems and how to avoid them. No fee for the seminar but travel expenses as approved in advance would be paid by Client.
 - (b) Create one sales mission for up to four Manatee County representatives in viable market areas. Such sales mission would involve the development of approximately 35 appointments per week, and would include meeting with tour operators, retail agencies, and other travel-related companies. Company will investigate and evaluate all companies to be visited, make all appointments and accommodation arrangements. A copy of the full schedule with details would be provided to Client ten (10) days prior to travel and a hard copy of the schedule provided at Client's hotel upon arrival. The fee for the sales mission is \$1,000.00.
 - (c) Development of an educational tour to Manatee County for travel industry journalists, including a determination of appropriate attendees, mailing of invitations and acceptance of replies, creation of an itinerary, assistance in obtaining favorable air rates for tours, escorting the tour to the destination and follow-up after the tour to maximize coverage by all participants in their respective medium. Client cooperation would be required in providing accommodations, site inspections, meals and activities. The fee for development and escorting of a media educational tour to Manatee County is \$2,000.00, plus travel expenses approved in advance.
 - (d) Company will represent Client's interests at any additional trade or consumer show for a daily fee of \$200.00 per staff member per day, plus any out-of-pocket expenses, i.e., hotel accommodations/meals.

- (e) Assist Client with advertising and promotions in the UK in such manner as may be agreed to and authorized by written direction from Client setting forth the service to be provided, the fee to be paid and any reimbursable expenses that are authorized

4. Special Conditions:

- (a) Greg Evans will serve as Client's Account Director. In addition to the Account Director, Company will appoint an Information Officer to Client's account, who will be responsible for handling all inquiries for travel trade, media and consumers. The Account Director and Information Officer will be thoroughly trained on Client's destination and travel products. The whole Company will also be able to assist in the account as and when necessary.
- (b) Client's representative is Larry White or such other employee as may be designated by the Manatee County Administrator by written notice provided to Company. Client's representative is authorized to provide all notices, directions and approvals required under this Agreement.
- (c) In addition to other provisions for reimbursement, Client shall reimburse Company for the following, if required for routine services:
- Brochure storage for additional supplies (more than one pallet).
 - Brochure shipment, customs clearance and delivery costs.
 - Cost of transit of brochures between secure storage and Company offices (approximately \$20 per bulk delivery).
 - Long distance telephone charges for any outbound faxes.
 - Photocopying charges.
 - Any out-of-pocket expenses approved by the client.
 - Mailing to all ABTA travel agents (approximately 6,500) A4 sheet - mailing cost approximately US \$450, mailpiece is not a solus. It is included with other items. Other mailshots can be arranged but costing dependent on weight.
- (d) Company is an independent contractor and not an officer, agent or employee of Client. Company shall not represent that Company is an officer, agent or employee of Client, and shall claim no benefits as an agent, employee or officer of Client. Company shall only fulfill the obligations provided for in this Agreement under the direction and instruction of Client.

- (e) Company shall provide documentation of any and all reimbursable expenses, whether in connection with routine services or special projects in a form and manner reasonably acceptable to Client, including a list of names and addresses for all pieces mailed at Client's expense and the identity of the person called and reason for the call for all telephone calls made on behalf of Client.
- (f) Special projects shall only be undertaken at the written direction of Client, which shall establish, in detail, the reimbursable expenses, if any, that may be charged to Client. Such special projects shall be subject to availability of Company to provide those services on the dates and at the times requested.
- (g) Company shall make no representations on behalf of Client except as expressly approved by Client and shall only use Client's stationery and other information in a manner provided for in this contract and at the direction of Client.
- (h) Company agrees to indemnify and hold Client harmless from any claims arising as the result of the negligent or intentional acts of Company and agrees to appear, defend and pay all attorney costs, court fees, expenses and judgments, if any, arising as the result of the intentional or negligent acts of Company.
- (i) Except where reimbursement of costs has been provided for herein, Company shall provide all tools, materials, goods and services needed for Company's performance of this Agreement.
- (j) This Agreement is to be construed in accordance with the laws of the State of Florida and jurisdiction and venue for any proceedings will be in Bradenton, Florida, with respect to any State claims, and if a federal claim in the United States District Court for the Middle District of Florida, Tampa Division. Company shall register with the State of Florida and provide Client with notice of the name and address of its registered agent. All notices to Company shall be mailed to:

Destination Marketing Limited
Molasses House, Clove Hitch Quay
Plantation Wharf, London SW 11 3TN

- (k) All notices to Client shall be mailed to:

Larry White, Executive Director
Bradenton Area Convention and Visitors Bureau
P.O. Box 1000
Palmetto, Florida 34206

with a copy to:

Board of County Commissioners of Manatee County
Post Office Box 1000
Bradenton, Florida 34206

- (l) Either party may designate a different address for receipt of notice in writing to the other party at the above address.
- (m) This contract may be terminated by Client at any time by giving written notice to Company at least fifteen (15) days prior to the end of the month. Client may require that work stop immediately, however, Client shall be responsible for paying the retainer amount for the entire month and for actual work and expenses incurred on any special project based upon the percent of the project that has been completed and actual costs that have been incurred, but not to exceed the amounts approved for the special project. Client shall pay for all reimbursable costs incurred in providing routine services prior to the date of termination.
- (n) Company may terminate this Agreement at any time by providing written notice to Client. However, Company shall not be entitled to compensation fees, charges or reimbursements for any routine services if terminated prior to the end of a calendar month or for any special project that has not been fully completed prior to termination.
- (o) Client shall make no advance payments. Company shall provide a statement within 15 days after the end of each calendar month detailing the fees for services furnished and all reimbursable costs that have been incurred, except where Company has not been billed for such costs. Costs not billed to Company when the statement is prepared must be included on the next monthly invoice. Client shall not be responsible for any fees or charges not included in Company's final statement provided to Client within 30 days upon expiration or termination of this Agreement.
- (p) Payment shall be made in U.S. dollars by Manatee County check.
- (q) This Agreement shall be deemed to have taken effect on November 1, 1998, and shall terminate on October 31, 1999.

WITNESSES

Robert M. [Signature]
[Signature]

DESTINATION MARKETING LIMITED

[Signature]
 By: [Signature]
 Title: Marketing Director

ATTEST: R.B. SHORE

By: [Signature]
 Clerk of the Circuit Court

MANATEE COUNTY, FLORIDA
by and through its
Board of County Commissioners

By: [Signature]
 VICE-Chairman 10/20/98