

MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT AUTHORIZATION OF EXPENDITURE FOR GERMAN REPS TO ATTEND TRADESHOW	TYPE AGENDA ITEM CONSENT
DATE REQUESTED DECEMBER 1, 1998	DATE SUBMITTED/REVISED NOVEMBER 23, 1998
BRIEFING(S)/WHO?	CONSEQUENCES IF DEFERRED
DEPARTMENT/DIVISION CONVENTION & VISITORS BUREAU ADMINISTRATION	AUTHORIZED BY LARRY WHITE TITLE EXECUTIVE DIRECTOR <i>mlw</i>
CONTACT PERSON MONICA LUFF TELEPHONE/EXTENSION 720-0177 x231	PRESENTER/TITLE LARRY WHITE TELEPHONE/EXTENSION 720-0177 x232
ADMINISTRATIVE APPROVAL <i>[Signature]</i>	

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

AUTHORIZATION TO EXPEND \$1,750 FOR GERMAN REPRESENTATIVES FROM GLOBAL CONTACT TO TRAVEL TO ZURICH, SWITZERLAND TO ATTEND FOMA GOLF REISEN FOR THE PURPOSE OF REPRESENTING THE BRADENTON AREA JANUARY 28 - 31 1999.

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

COMP. PLAN 7.3.3 PROMOTION OF CULTURAL RESOURCES
F.S. 125.0104 AUTHORIZED USES OF RESORT TAX FUNDS

BACKGROUND/DISCUSSION

- PARTICIPATION AT THIS SHOW BY GLOBAL CONTACT WILL ALLOW CVB DIRECTOR TO SHORTEN HIS TRAVEL TIME.
- GLOBAL CONTACT'S CONTRACT, WHICH WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS ON OCTOBER 20, 1998, AUTHORIZES THE REPRESENTATIVES TO ATTEND TRADE SHOWS FOR THE CVB.
- FOMA REISEN WAS INCLUDED IN THE CVB'S OVERALL MARKETING PLAN AND APPROVED BY THE BCC ON AUGUST 4, 1998.

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 (B) RE: CONTRACT, AGREEMENT, LEASE, ETC.)

THIS IS NOT A LEGAL ISSUE.

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 FINAL COUNTY ATTORNEY MEMO RE THIS MATTER MUST BE ATTACHED (IF COMMENTS WERE VERBAL, SO INDICATE.)

ATTACHMENTS: (LIST IN ORDER AS ATTACHED) 1. FOMA GOLF REISEN INFORMATION SHEET 2. GLOBAL CONTACT'S CONTRACT	INSTRUCTIONS TO BOARD RECORDS: cc MINUTES TO CVB <i>Luff - Larry White - only representatives authorized w/ this approval.</i>
COST \$1,750.00	SOURCE (ACCT# & NAME) 1030002202554 CVB PROMOTIONS
COMMENTS	AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT) APPROVED IN OPEN SESSION

REF: FOMAREISEN AGE

DEC 01 1998
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA
[Signature]

Introduction



FOMA Golf Reisen is a Touroperator based in Zurich-Switzerland, specialized in customized Golftours worldwide. Our company is a branch of FLORIDA TRAVEL – a TO featuring TRAVEL Business to the US. This Organization was founded in 1979.

Golf is becoming more popular in our Country, consequently the number of registered Golfers is increasing. The actual stand of golfers in Switzerland is closed to 100'000 including Handicap and Non-handicap players practicing this sport - a handicap is compulsory in Europe.

Every year the FESPO, a sport and vacation exhibition is taking place in Zurich. This four days show turns up for the third time now.

The number of Visitors is increasing year by year. This year 79'766 people have visited this important event of sports and vacation. Over 700 Exhibitors from all over the World participated in the 1998 this Show in Zurich.

For the upcoming show in 1999 FOMA Golf Reisen is planing to promote "Golf in the USA" with a booth named „Golf America". The idea is to offer Golf Resorts and Destinations the opportunity to meet with the consumer directly.

Your big advantage will be that FOMA Golf Reisen will represent you without wasting your valuable time.

In order to reduce expenses and to give you the opportunity to exhibit, on a low cost budget, at this important show we are pleased to submit the following services and packages.



AGREEMENT BETWEEN GLOBAL CONTACT AND MANATEE COUNTY

This is an agreement by and between Global Contact a sole proprietorship established in Munich, Germany, 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 German 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.
 - (b) Permit dedicated signage for the Munich office located at Pettenkoferstrasse 24, Munich, Germany, using Client's logo and, permit Client to use Company's address for advertising, marketing and promotional activities in Germany.
 - (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) Forward all leads obtained by Company from the travel trade, the press or consumers once a month in hard copy or on a database disk as directed by Client.
 - (e) 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 and translated into German, printed and mailed by Company.
 - (f) Maintain frequent contact with tour operators.
 - (g) Encourage site inspections of Manatee County by industry contacts to heighten awareness of the destination.
 - (h) Consult with Client on a regular basis to advise Client of activity, trends and marketing opportunities as they develop.
 - (i) Provide a monthly 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.

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 under Sections 1(c), 1(e) and 1(f) above in accordance with the following rates.

	<u>To Germany</u>	<u>To Europe (Switzerland, Austria, etc.)</u>
Up to 50 grams:	\$1.50 per piece	\$2.00 per piece
Up to 500 grams:	\$2.00 per piece	\$7.00 per piece
Up to 1,000 grams:	\$3.00 per piece	\$12.00 per piece

- (e) Reimburse Company for actual telephone line expenses and long distance charges incurred for Client's dedicated telephone line in the Munich office.

3. Special Projects: Client may engage Company to provide special projects as described below.

- (a) Conduct an 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. The fee for the seminar will be \$600.00 plus preapproved travel expenses incurred.
- (b) Create one sales mission for 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 will 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 development of the sales mission is \$750.00, plus a fee of

\$300.00 per day, or any part thereof, and travel expenses approved in advance, for escorting the mission if requested.

- (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 will 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) Investigate international tour operators in Germany who may be interested in Manatee County based upon amenities offered by the County and furnish leads to Client by disk or hard copy as directed by Client. The fee for this database development project is \$750.00.
- (e) Assist Client with advertising and promotions in Germany 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) Company's owner is Ulrich Blauen and all services provided by Company will be performed by Ulrich Blauen or other employees or subcontractors approved by Client.
- (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) 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.
- (d) 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.

- (e) 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 charges and projects shall be subject to availability of Company to provide those services on the dates and at the times requested.
- (f) 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.
- (g) 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.
- (h) Except where reimbursement of costs has been provided for herein, Company shall provide all tools, materials, good and services needed for Company's performance of this Agreement.
- (i) 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's registered agent for service of process is:

Global Contact Enterprises/Denise Angellotti
c/o Ted Wilson
A/C/T, Inc.
4134 Gulf of Mexico Drive, Suite 207
Longboat Key, Florida 34228

All notices, payments and reimbursements to Company shall be mailed to:

Global Contact/Denise Angellotti
Pettenkoferstrasse 24
80336 Munich, Germany

- (j) 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

- (k) Either party may designate a different address for receipt of notice in writing to the other party at the above address.
- (l) 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.
- (m) 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.
- (n) 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.
- (o) Payment shall be in U.S. dollars by Manatee County check.
- (p) This Agreement shall be deemed to have taken effect on November 1, 1998, and shall terminate on October 31, 1999.

WITNESSES

[Signature]
[Signature]

GLOBAL CONTACT

Denise Angello
By: DENISE ANGELLOTTI
Title: ASSOCIATES

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

STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and correct copy of the documents on file in my office.
Witness my hand and official seal this 21st day of OCTOBER 1998
R. B. SHORE
Clerk of Circuit Court
By: [Signature] D.C.