

**ADDENDUM NUMBER SEVEN
TO
AGREEMENT BETWEEN GOSH PR AND MANATEE COUNTY**

THIS ADDENDUM NUMBER SEVEN TO THE AGREEMENT, is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," with a mailing address at 1112 Manatee Avenue West, Bradenton, FL 34205 and GOSH PR, hereinafter referred to as the "Contractor", with offices located at 31 Wootton Street, London SE1 8TG United Kingdom.

WHEREAS, on January 11, 2005 Siren and County entered into an Agreement to market and promote County tourism in the United Kingdom commencing January 1, 2005 and ending December 31, 2005 for a total not to exceed \$51,000; and

WHEREAS, on September 20, 2005 the Board executed the assignment of the agreement from Siren to Gosh PR; and

WHEREAS, on January 24, 2006 the Board executed Addendum Number One extending the agreement for the period of nine (9) months commencing January 1, 2006 and ending September 30, 2006 not to exceed \$58,000; and

WHEREAS, on July 17, 2006 the County Administrator executed Addendum Number Two providing additional Fiscal Year 05/06 funding not to exceed \$27,000; and

WHEREAS, on September 12, 2006 the Board executed Addendum Number Three extending the agreement for the period of one (1) year commencing October 1, 2006 and ending September 30, 2007 not to exceed \$65,000; and

WHEREAS, on August 21, 2007 the Board executed Addendum Number Four providing additional Fiscal Year 06/07 in the amount of \$24,500 and the agreement was extended for one (1) year period commencing October 1, 2007 and ending September 30, 2008 not to exceed \$71,800; and

ACCEPTED IN OPEN SESSION

NOV 04 2010

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

WHEREAS, on October 7, 2008 the Board executed Addendum Number Five extending the agreement for the period of one (1) year commencing October 1, 2008 and ending September 30, 2009 not to exceed \$96,800; and

WHEREAS, on September 15, 2009 the Board executed Addendum Number Six extending the agreement for the period of one (1) year commencing October 1, 2008 and ending September 30, 2009 not to exceed \$99,605.07; and

WHEREAS, the Agreement may be amended upon mutual consent of the County and Contractor as evidenced by execution of an addendum; and

WHEREAS, the County has determined there is a need to continue these service; and

NOW THERE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The agreement is extended for one (1) year period commencing October 1, 2010 and ending September 30, 2011 not to exceed \$51,800.
2. Attachment A "Revised Agreement 2011" replaces the original Agreement in its entirety (changes are identified).

The parties hereto have caused this Addendum Number Seven to the agreement to market and promote County tourism in the United Kingdom.

GOSH PR

By: 

Print Name: DRUSILLA BRYAN

Title: MANAGING DIRECTOR

Date: 30TH SEPT 2010

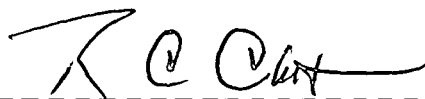
Recommended By Manatee County Convention and Visitors Bureau

Sign: 

Elliott Falcione,
CVB Interim Director

COUNTY OF MANATEE

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

By: 

R. C. "Rob" Cuthbert, C.P.M.; CPPO;
Purchasing Manager

ACCEPTED IN OPEN SESSION

NOV 04 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

ATTACHMENT "A"
REVISED AGREEMENT 2010

THIS AGREEMENT is entered into by and between the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as the "County" with offices located at 1112 Manatee Avenue West, Bradenton, FL 34208-7802 and GOSH PR, a corporation established in London, England, and registered in the State of Florida and Manatee County a political subdivision of the State of Florida.

2011 U.K. Marketing & Representation for the Bradenton Area Conventions & Visitors Bureau (BACVB)

1. Routine Services: Company agrees to:

- A) Maintain dedicated signage for the United Kingdom office located at 31 Wootton Street, London UK SE1 8TG (the "U.K. Office") and permit the Client to maintain a dedicated signage using Client's logo at the UK Office. Company shall not relocate the UK Office without providing client with ninety (90) days written notice in advance and without the prior written approval of Client, which approval shall not be unreasonably withheld.
- B) Establish dedicated telephone lines at UK Office exclusively for Client to be answered during usual and customary business hours as directed by Client.
- C) 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.
- D) 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).
- E) Enter written, fax and telephone inquiries into company's tailor-made database and provide Client with a monthly report on the number of inquiries in each of the categories approved by Client and include an analysis of the information requested. At the Clients' request the information will be provided on disk or hard copy.
- F) Ensure that the dedicated telephone numbers and office locations appear in all relevant free trade, media and consumer listings and directories.
- G) The Director of Company will be available to Client for consultation on tourism commercial and trade issues.

- H) Company shall make recommendations on sales pieces needed to promote Manatee County to the tour operators and travel trade in UK. Create and send out fact files to key tour operators and travel agents. Phone to key operators about the area. Organize tour of area for individual operator visits.
 - I) Attend bi-monthly meetings with VISIT FLORIDA and maintain a contact with VISIT USA, reporting to client on same.
 - J) **Representation at one day shows if in London or South.**
 - K) Maintain brochure supplies on-site and handle distribution, customs clearance, etc.
 - L) Provide a monthly report on all activities undertaken on behalf of Client and a monthly invoice for all expenses in requested format and certifying that all work required above has been provided. **Payment involved will be invoiced and billed in U.S. dollars on a monthly basis after completion of services rendered.**
 - M) **DELETE** – Provide a brief quarterly report on the UK travel market to Client designed for use by overseas destinations to keep Client informed of all relevant developments and trends.
 - N) Develop a Public Relations campaign which shall include: partnering with the Sarasota CVB for joint projects, news generation on summer and trade projects, one consumer promotion, visiting journalists, escorted trips to the Bradenton Area, group media trip, sales and/or media mission in the United Kingdom with follow-up, small crisis public relations management, press releases distributed to industry contacts; monitoring of features highlighting or mentioning the Bradenton Area; media briefing sessions tied to key activities for print or radio; and provision of ongoing reports and evaluations of public relations activities.
2. Client agrees to comply with the following:
- A) Supply Company with all materials required to fulfill requests for information and material, including stationery, business cards, brochures, slides, video, and other promotional travel market including signage.
 - B) Keep Company apprised of all developments in Manatee County which will affect the international travel market and their promotion of Manatee County, Florida.
 - C) **Pay Company a retainer of \$3,416.67 (USD) per month for all routine services. Payment involved will be invoiced and billed in US dollars.**

- D) Pay Company monthly for actual postage and packing materials costs upon presentation of receipts, invoices or other documentation required by Client.
 - E) Provide a script for answering phones to be translated to English by Company for use.
 - F) **DELETE** – Provide the annual media placement schedule in the UK.
3. Additional Services: Client may engage company to provide special projects as described below:
- A) **Additional sales and media calls, not outlined in section 1, can be arranged. Cost for this activity will be billed at 450 (pounds) per day to include a minimum of 4 appointments within one area plus petrol or rail fares not to exceed a total of \$7,200 (USD) for the year. A full report of alls made during the number of days specified will be made by Company. Payment involved will be invoiced and billed in US dollars.**
 - B) **In addition to the monthly retainer described in Item 2C, the Client will pay \$75 (USD) per hour for special projects not included in this agreement and approved by the Client in advance.**
 - C) Company will provide mailing services for co-op advertising participants as requested by client representative. Participants will be responsible for shipping fulfillment pieces to Company and Client will pay Company for additional postage.
4. Special Conditions:
- A) Drusilla Bryan 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 Elliott Falcione or Debbie Meihls 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 provision for costs, Client shall pay Company for the following, if required for services provided in Section 1:
 - 1. Brochure shipment, customs clearance and delivery costs.

2. Any out of pocket expenses approved by the Client's representative.

3. Payment involved will be invoiced and billed in US dollars.

- D) Company is an independent contractor and not an officer, agent or employee of Client. Company shall not represent that Company as an officer, agent or employee of Client, and shall only fulfill the obligations provided for this Agreement under the direction and instruction of Client.
- E) Company shall provide documentation of any and all costs in a form and manner reasonably acceptable to client, including a list of names and addresses for all pieces mailed at client's expenses and the identity of persons 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 dated and at the times requested.
- G) Company shall make no representation on behalf of Client except as expressly approved by Client and shall only use Client's stationery and other information in the manner provided by the direction of Client's representative.
- H) Company agreed 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 judgment, if any, arising as the result of the intentional or negligent acts of the Company.
- I) Except where payment of costs has been specifically provided for herein, Company shall provide all tools, materials, goods and services needed for Company's performance of this Agreement. Client shall not pay any costs "in advance."
- J) This Agreement is to be constructed 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:

Drusilla Bryan

o

GOSH PR
31 Wootton Street
London, UK SE1 8TF
United Kingdom
Phone: 011-44-207-202-6610
Fax: 011-44-207-787-5990
E-Mail: dru@goshpr.co.uk

K) All notices to Client shall be mailed to:

Elliott Falcione, Executive Director
Bradenton Area Convention & Visitors Bureau
One Haben Blvd.
Palmetto, FL 34221

L) Either party may designate a different address for receipt of notice in writing to the other party at the above address.

M) This Agreement 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 of the entire month and for the 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 terminated this Agreement at any time by providing written notice to Client However, Company shall not be entitled to compensation fees, charges or reimbursement of any routine services if terminated prior to the end of the 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 fifteen (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 cost. Costs not billed to Company when 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 thirty (30) days upon expiration or termination of this Agreement.

**P) Payment shall be made in U.S. Dollars by Manatee County check.
Payment involved will be invoiced and billed in U.S. dollars.**

Q) DELETE – Client had budgeted \$36,000 for all costs and services billed under this agreement. Notwithstanding any other provision of this agreement, Client shall not be responsible for any charges in excess of the budgeted amount. The Executive Director of the Bradenton Area Convention and Visitors Bureau may approve in writing additional amounts that may from time to time be budgeted and available for services under this agreement.

This Agreement shall be deemed to have taken effect on October 1, 2010 and shall terminate September 30, 2011.

Company shall perform tasks/scope of services as more specifically detailed as follows:

Task No.:	Title:	Compensation:
A.	Fee/Compensation & Monthly UK/US Report	\$ 41,000.00 USD
B.	Sales Mission – December 2010	\$ 7,200.00 USD
C.	Postage/Packing/Press Cutting	\$ 3,600.00 USD

Fee/Compensation

A. Services/Fee/Compensation/UK/us Reports

Compensation to the Company for rendering routine/identified services, under task A shall not exceed \$41,000.00 USD. Compensation for the tasks shall not exceed the amounts set forth above and will be paid equally over twelve (12) month period, \$3,416.67 USD per month. A monthly report must also be submitted that outlines the "UK Tourism Report". This report will be used by BACVB as a guide on UK/USA tourism statistics and status of travel. Task B for the Sales Mission will not exceed \$7,200 USD for the December Sales Mission.

Postage/Packing/Press Cutting of \$3,600 USD will be paid as set forth by agreement terms and as agreed with the BACVB.

County may authorize, in writing, in advance, adjustments in the compensation for particular tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment. The Consultant agrees to perform or render services in accordance with this work scope and submit estimates prior to engaging in any activities. Authority to travel must be signed by Bradenton Area CVB prior to services.

Invoicing must be submitted no later than the 10th day of the following month for all previous months work. Company invoice must be mailed to BACVB offices with receipts, bills and the monthly summary report, as well as any advertising or marketing items. All items must be presented for invoice to be processed.

Fee/Compensation Breakdown to include but not limited to: (\$51,800 USD)

\$3,416.67 monthly retainer to include:

- Fulfillment of dedicated consumer phone line.
- Press Release writing and distribution
- Joint media missions with Sarasota CVB, minimum of four press trips.
- Consultation
- Story pitching
- Brand Affinity Promotion – Crocs or like product
- Editorial Calendar gathering/review
- Individual Writer (Confirmation and Itinerary Scheduling)
- Sales missions/ media marketplace (provide press releases, schedule appointments)
- VF PR liaison
- Monthly Activity Report
- Gosh PR will create and distribute a minimum of one (1) press release per month on behalf of BACVB. BACVB may ask for multiple press releases to be executed depending on events occurring in the destination.
- Crisis monitoring and reporting

Marketing/Advertising

Gosh PR will assist BACVB in developing a marketing plan for the destination in the UK markets.

Gosh PR will coordinate destination travel only to those top travel writers who are interested in publishing stories on the destination. Time for coordinating is included in the monthly fee/compensation.

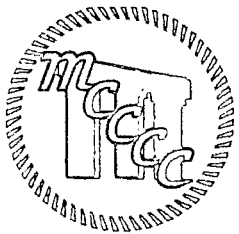
Gosh PR will continue the work started with Vacationsgroup.com on our destination feature with Sarasota CVB.

Gosh PR will continue the work started with Brand Affinity regarding the “Crocs” promotion.

B. Sales Mission – December 2010 (\$7,200 USD)

Gosh PR will coordinate sales missions/media missions for BACVB and/or destination properties. Sales mission is scheduled for November/December 2010.

C. Postage/Packing/Press Cuttings/Office Expenses (\$3,600 USD)



Manatee County

R.B. "Chips" Shore

Clerk of the Circuit Court and Comptroller

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

DATE: November 5, 2010

TO: GOSH PR
31 Wooton Street
London SE1 8TG United Kingdom

FROM: Clerk of Circuit Court
Board Records Department
Maggie Hamilton *MH*
P. O. Box 25400
Bradenton, FL 34206

RE: Addendum Seven to Agreement Between GOSH PR Agency and
Manatee County

Approved: In open session by the Board of County Commissioners, Manatee County,
Florida, on November 4, 2010.

cc: Board Records
RBS/SGR

"Pride in Service with a Vision to the Future"

Clerk of Circuit and County Court - Clerk of Board of County Commissioners - County Comptroller, Auditor and Recorder

MEMORANDUM



Financial Management Dept
Purchasing Division
1112 Manatee Ave W, Ste 803
Bradenton, FL 34205

MANATEE COUNTY
FLORIDA

Phone: 941.749.3014
Fax: 941.749.3034
www.mymanatee.org

To: Board Records, Clerk of the Circuit Court
From: Frank Lambertson, Contracts Negotiator, Purchasing Division
Date: October 22, 2010
Subject: Consent Agenda – Clerk's Consent Calendar

The attached are forwarded for inclusion in an upcoming Board of County Commissioner Consent Agenda, Clerk's Consent Calendar.

Authority to execute a contract per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective August 10, 2009.

Instruction to Board Records:

Original to Board Records, and:

- Consolidated Resource Recovery, Inc., 3025 Whitfield Avenue Sarasota, FL 34243
- Phase V of SW Florida, Inc., 12290 Treeline Avenue, Fort Myers, FL 33913
- The Holiday and Sun Agency, Leibnizstrasse 21, 10625 Berlin, Germany
- GOSH PR, 31 Wootton Street, London SE1 8TG United Kingdom
- Insight Advertising, 11920 Fairway Lake Drive, Suite 1, Fort Myers, FL 33913

Should you have any questions, please call Frank Lambertson at ext. 3042.

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Enclosures:

- Consolidated Resource Recovery, Inc. – Addendum #3
- Phase V of SW Florida, Inc. – Addendum #2
- The Holiday and Sun Agency – Addendum #7
- GOSH PR – Addendum #7
- Insight Advertising – Addendum #4

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

RECEIVED

NOV 04 2010

cc: Frank Lambertson via email

11/5/10 MA