

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20051397

1. ACTION REQUESTED/PURPOSE: Award Service Provider Agreement to Vera Somer, Touristik Marketing to act as Marketing Representative for the Germany (Germany, Austria and Switzerland) for a total not-to-exceed contract amount of \$225,000.00. This contract is for a one (1) year period with four (4) options to renew, for a total contract period of five (5) years. Also, authorize Chairman to execute Contract upon receipt of original documents from Vera Somer (a draft of this contract is attached). This contract was anticipated and funds are available.

2. WHAT ACTION ACCOMPLISHES: Provides Lee County with a marketing representative in Germany, Austria and Switzerland, to increase the international market and boost Lee County's economy.

3. MANAGEMENT RECOMMENDATION: Approval Recommended.

4. Departmental Category: 01 **CIA** **5. Meeting Date:** 10-18-2005

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated: Commissioner _____ Department <u>ESB</u> Division <u>Visitor & Convention Bureau</u> By: <u>D.T. Minich, Director</u>
	<input type="checkbox"/> Statute	_____	
	<input type="checkbox"/> Ordinance	_____	
	<input checked="" type="checkbox"/> Admin. Code	AC-4-4	
	<input type="checkbox"/> Other	_____	

9. Background:

The Visitor and Convention Bureau has, for the past ten (10) years, contracted for marketing representation within Germany. This representation assists the VCB with reaching the International Markets in Germany, Austria and Switzerland. This agreement will assist the VCB in further increasing awareness about Lee County as a vacation destination through direct contract with tour operators, travel agents and consumers.

Services to be provided include, but are not limited to: telephone sales calls to tour operators, travel agents, travel media, and meeting planners, participating in tourism trade/consumer show promotions, organizing and implementing, familiarization tours of Lee County, responding to telephone inquiries, general secretarial office duties, work as tourism industry liaison and promotional activities. Actual expenses will be reimbursed as per this agreement.

Funds are available in account string: HB5520317400.503490

10. Review for Scheduling:

Department Director	Purchasing of Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	<i>[Signature]</i> 10/15/05	<i>[Signature]</i> 10/15/05	<i>[Signature]</i> 10/15/05	<i>[Signature]</i> 10/15/05	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN. *[Signature]*
10-14-05
10 AM
COUNTY ADMIN
FORWARDED TO:
[Signature]
10/14/05
11 AM

Rec. by CoAtty
Date: 10/14/05
Time: 9:00 AM
Forwarded To:
Admin. 10/14/05

LEE ISLAND COAST

Florida's Tropical Island Getaway

SERVICE PROVIDER AGREEMENT
BETWEEN

**THE BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA**

AND

**VERA SOMMER
OF
TOURISTIK MARKETING**

This standard form is for use primarily for services
which do not relate to construction projects
For the project known as

**TOURISM AND CONVENTION SALES
PROMOTION REPRESENTATION**

GERMANY CONTRACT

SERVICE PROVIDER AGREEMENT

AN AGREEMENT entered into on _____, between **LEE COUNTY**, a political subdivision of the State of Florida by and through the Board of County Commissioners, and Vera Sommer, Touristik Marketing, (hereinafter called the "Contractor").

WHEREBY, IT IS AGREED as follows:

1. Lee County hereby agrees to engage the services of the Contractor as an independent contractor and the Contractor hereby agrees to be so engaged by Lee County to act as Marketing Representative, for Germany, Austria and Switzerland for the Lee County Visitor & Convention Bureau and perform those duties set forth in composite Exhibit "A", Basic Services (attached hereto and incorporated by this reference herein). The Contractor agrees that Lee County may require her to perform other duties or tasks not specifically incorporated in the scope of duties hereunder. Contractor shall perform those duties or tasks as if they were specifically required under this Agreement, at no additional compensation.

2. This Agreement shall commence 30 days from the date inscribed above and shall continue for one year, with an option to renew for up to five years, unless terminated by either part by giving to the other not less than four (4) weeks previous written notice.

3. A. The Contractor shall devote their attention and skill to the duties assigned hereunder and shall faithfully and diligently perform such duties and any other duties which may be reasonably assigned to them.

B. The County shall be at liberty, without further consent from Contractor, from time to time to appoint any other person or persons to act jointly with the Contractor, or independent of the contractor in a similar function, and/or in a supervisory capacity to Contractor, in their normal duties hereunder or otherwise.

4. **LIABILITY - CONTRACTOR TO HOLD COUNTY HARMLESS.** The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend and hold the County harmless for any and all claims, suits, judgements or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the contractor's errors, omissions, and/or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for any portions of damages arising out of any error, omission, and/or negligence of the County, its employees, agents, or representatives.

5. The Contractor shall perform such additional hours of work as may from time to time reasonably be required of them. If the Contractor for whatever reason, is unable to perform the tasks as outlined, the monthly compensation will be reduced as follows:

Number of Work Hours Contractor is unavailable	X	Hourly Rate (Hourly rate is determined by annual amount divided by 1,856)	=	Amount of Compensation Deducted from Monthly Payment due to Absence
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6. In the event that the Contractor shall make an invention, discovery, design, improvement or copyright work, (hereinafter collectively called an invention" relating to or capable of being used by the County, they shall promptly disclose to the County full details thereof to enable the County to assess the invention and to determine whether under the applicable law, the invention is the property of the County.

7. This Agreement shall be subject to termination by the County under the following conditions:

- (A) by no less than four weeks notice given at any time, without cause.
- (B) by summary notice if the Contractor shall have committed any serious breach or have repeated or continued (after warning) any material breach of their obligations hereunder or shall have been guilty of conduct tending to bring themselves or the County into disrepute.
- (C) in the event that funds appropriated to the County for this purpose become unavailable.

8. Upon the termination of this Agreement, the Contractor shall deliver to the County all documents (including correspondence lists of clients or customers, notes, memoranda, plans drawings, and other documents of whatsoever nature) made or compiled by or delivered to the Contractor during their engagement hereunder and concerning the business or affairs of the County. All such documents shall be owned by the County.

9. Contractor hereby agrees to exclude any right to statutory unemployment or a redundancy payment in the event of the expiry of the term of this Agreement without its being renewed.

10. There is no particular disciplinary or grievance procedure applicable to this contract. If the Contractor is dissatisfied with any decision taken in connection with this contract, Contractor may appeal to the Deputy Director of Lee County Visitor & Convention Bureau, whose decision shall be final.

11. The expiration or termination of this Agreement shall not affect such provisions hereof as by their terms expressly survives.

12. There is no pension scheme connected with this contract, and there is no contracting out certificate in force in respect of this contract under the U.S. Social Security (Pensions) Act of 1975.

13. This Agreement shall be interpreted and enforced in accordance with the laws of Florida, except as may be required by the laws of Germany.

14.1. The Contractor shall obtain and maintain the following types and minimum amounts of insurance while this contract is in force, and shall send a certificate showing evidence of same to: Lee County Board of County Commissioners, Attn: Risk Management, P. O. Box 398, Ft. Myers, FL 33902. Said certificate shall be received and approved by the Risk Manager prior to this contract taking effect and shall show the Lee County Board of County Commissioners as the certificate holder.

14.2. **COMPREHENSIVE GENERAL LIABILITY (Third Party Liability)** Policy to provide coverage for premises, operations, independent contractors, contractual, and products/completed operations with a minimum liability limit of \$300,000 (US) or US currency equivalent amount per claim or occurrence. Said policy shall name the Lee County Board of County Commissioners as an additional insured.

14.3. **AUTOMOBILE LIABILITY (Motor Liability)** Policy to provide coverage for any owned, leased, hired and/or non owned automobile with a minimum liability limit of \$300,000 (US) or US currency equivalent amount per claim or occurrence. Said policies shall provide a minimum of 30 days notice of cancellation or material change and wording showing same shall be reflected on the certificate.

Upon mutual agreement of the parties prior to any renewal, exhibits to this Contract may be amended and replaced annually to accommodate the scope of work, amount of decreased compensation, if any, tasks, and schedule of performance associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

BY _____

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM

BY: _____
County Attorney's Office

Vera H. Sommer
(CONTRACTOR NAME)

(Witness)

BY: _____
(Authorized Signature)

(Witness)

(Title)

DATE: _____

German Marketing Contract 2005 - 2006

Exhibit "A"

SCOPE OF SERVICES

FOR Tourism and Convention Sales Promotion Representation

BASIC SERVICES

The PROVIDER shall provide and perform the following professional services which shall constitute the GENERAL SCOPE of the SERVICES under the covenants, terms and provision of this SERVICE PROVIDER AGREEMENT:

Tourism and Convention Sales Correspondent

GENERAL SCOPE STATEMENT

The Contractor (PROVIDER) shall provide and perform the following professional services which shall constitute the GENERAL SCOPE of the SERVICES under the covenants, terms and provisions of this SERVICE PROVIDER AGREEMENT.

Services to be provided by the Contractor include, but are not limited to, telephone sales calls to tour operators, travel agents, travel media, and meeting planners, participating in tourism trade show promotions and consumer promotions, organizing and implementing, familiarization tours of Lee County, responding to telephone inquiries, general secretarial office duties, work as tourism industry liaison and promotional activities.

Promotional or sales opportunities outside the office will be pursued by Contractor, at the discretion of the Bureau's Executive Director (hereinafter called the "Project Coordinator").

For the duration of this agreement, the Contractor agrees to maintain its current business address. Thirty days notice is required of any relocation of Vera Sommer, Touristik Marketing.

Vera Sommer, Touristik Marketing agrees to provide the services of its principle to complete of all the tasks included in this agreement. The Contractor also agrees to provide the necessary technical and support equipment to include but not limited to the following:

- Computer
- Typewriter
- Photo Copier
- Calculator
- Fax Machine
- Telephone
- Furniture
- Brochure Storage

MONTHLY COMPENSATION INCLUDES

Inside Sales Responsibility

Telephone Sales: Shall include, but is not limited to contracting select tour operators and travel industry representatives within Germany, Austria & Switzerland to include such as, scheduled air carrier representatives and charter services personnel to insure their familiarity with Lee County and the product offered, for the purpose of their, using their service to promote the County.

Sales Calls: Shall include, but not restricted to, arranging appointments with tour operators/ travel agents/media for Lee County staff or members of the lodging industry from Lee County as determined by the Project Coordinator. Sales calls by definition are one on one meetings for the purpose of promoting Lee County as a tourism destination.

Educational Familiarization Tours: Contractor will arrange and conduct complete familiarization tours for the Travel Trade to include Tour Operators, Travel Agents and the Media. This shall include, but is not restricted to arranging free or reduced rate transportation, lodging and meals in addition to complete itineraries for submittal to the project coordinator. They shall include, but not be restricted to, personal guide service for predesignated visitors to Lee County. All familiarization tour plans and arrangements shall have the prior approval of the Project Coordinator.

Administrative Support:

General Duties: Shall include, but not be restricted to, availability to acknowledge all telephone calls pertaining to the Lee County VCB, Monday through Friday in compliance with Vera H. Sommer, Touristik Marketing's regular scheduled office hours. Work with and seek sales opportunities of the County in conjunction with tour operators, airlines or other related partners.

**Brochure
Distribution:**

Maintain an adequate supply of Lee County brochures to properly fulfill requests by consumer/trade via the mail system or through other means. This shall include the actual mailing of all pre-approved collateral material.

Mail List:

Maintain a separate ongoing computerized list of consumer and trade inquiries by name and address for future reference or special promotional mailings.

German Marketing Contract 2005 – 2006

Exhibit "B"

1. Except as specified in paragraph 8 (B), the County shall pay to the Contractor during the continuance of their services hereunder, an amount not to exceed **€ 180,000.00** for 1,856 hours annually. The compensation stated above shall be inclusive of all monies receivable from the County. This compensation shall be payable in equal monthly installments in the month prior to the work being performed. Contractor shall be responsible for payment of all taxes incident to any compensation received from the County, whether under this paragraph, Paragraph 5, or elsewhere in the Agreement. It is understood that Contractor shall provide the County with documentation of hours provided in composite Exhibit "B" attached hereto and incorporated by this reference herein.

2. **REIMBURSEMENT.** The County shall reimburse the Contractor for their expenses in entertaining the County's business clients, guests or authorized persons, pursuant to County policy and State Statutes and any other expenses such as promotional opportunities, mailings, communications, etc., not-to-exceed amount of **€ 180,000.00** and US combined. It is, however understood, that all taxes incident to the payments by the County for services rendered shall be the Contractor's responsibility. Such expenses are subject to the approval of the Project Manager. Expenses will be reimbursed upon submittal to the following account: Raiffeisen Volksbank, BL2 79690000, 63887 Milten HRG MA1 Miltenberg, Germany; Account number 100011924.

3. **NOT TO DIVULGE CERTAIN INFORMATION.** Contractor agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the County's prior written consent, or unless incident to the proper performance of Contractor's obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by Contractor, and Contractor shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

4. Notices by either party must be given by letter, cable or by fax message addressed to the other party at:

For Lee County
 D. T. Minich, Executive Dir.
 c/o Lee County VCB
 12800 University Dr., #550
 Fort Myers, FL 33907

For Contractor
 Vera Sommer
 Touristik Marketing
 Wurzbürger Strasse 20
 63739 Aschaffenburg
 Germany

Reimbursement Guidelines

- Each of the five (5) Destination Zones within Germany, Austria & Switzerland has a pre-established daily expense allowance. The average of 12 months of the Federal/State allowance for cities within each Zone for the previous 12 months is used in establishing the daily allowance, for lodging and meals. They are as follows:
- The exchange rate for Zone 5 (Switzerland) will be based on receipt of exchange at time of travel, Zone 6 is travel to the US and the exchange rate will be actual receipt of exchange is required.
- Monthly Compensation:** The County shall pay to the Contractor a monthly total of €9,000.00 which includes her monthly compensation of €7,500.00 and €1,500.00 for brochure fulfillment and storage.
- Lodging:** Is based on a twelve month average for each Zone. US travel will use current Runzheimer per diem amounts and be converted at time of travel exchange rate. Outlined amounts are guidelines only, if lodging exceeds amount a written explanation is required by Contractor.

Zone 1	€225.00 Euro
Zone 2	€225.00 Euro
Zone 3	N/A
Zone 4	€225.00 Euro
Zone 5	€225.00 Euro
Zone 6	Actual US Funds

- Meals and Incidental Expense (M&IE):** To include: meal allowance, tips, tolls, telephone, etc. Based on a twelve-month average by Zone.

		BR	LN	DR	IE
Zone 1	€ 133.75 Euro	(€	25.00 / 42.50 / 66.25 / 8.10)		
Zone 2	€ 133.75 Euro	(€	25.00 / 42.50 / 66.25 / 8.10)		
Zone 3	€ 133.75 Euro	(€	25.00 / 42.50 / 66.25 / 8.10)		
Zone 4	€ 133.75 Euro	(€	25.00 / 42.50 / 66.25 / 8.10)		
Zone 5	€ 133.75 Euro	(€	25.00 / 42.50 / 66.25 / 8.10)		
Zone 6	Runzheimer Daily Per Diem				

Note: Travel must begin prior to 6:00 AM to be eligible for breakfast and end after 8:00 PM to be eligible for dinner.

- Transportation:**
 - Air travel – economy class, etc., prior authorization and receipt(s) required. Lowest upgradable fare for Trans Atlantic travel.
 - Ground vehicle rental reimbursement – actual receipt(s) required for rental, insurance, and fuel;
 - Private vehicle – daily allowance included, based on Zone (includes mileage & fuel)
- | | |
|--------|--|
| Zone 1 | € 55.00 Euro - Hamburg & Berlin |
| Zone 2 | € 55.00 Euro - Dusseldorf, Cologne & Leipzig |
| Zone 3 | € 55.00 Euro - Frankfurt |
| Zone 4 | € 55.00 Euro - Stuttgart & Munich |
| Zone 5 | € 55.00 Euro - Zurich & Montreaux |

Office Hours/Holiday:

In keeping with the regular scheduled hours of Vera H. Sommer, Touristik Marketing. Which is understood to be 0900 until 1700 local time, Monday through Friday, excluding recognized holidays in Germany.

January	Neujahr	(New Year)
January	Heilige Drei Konige	
April	Karfreitag	(Good Friday)
April	Ostern	(Easter)
May	Maifeiertag	(May Holiday)
May	Christ Himmelfahrt	(Ascension of Christ)
June	Pfingstmontag	(Pentecost Monday)
June	Fronleichnam	(Feast of Corpus Christi)
August	Maria Himmelfahrt	(Mary Assumption)
October	Tag der Deutschen Einheit	(German Unity Day)
November	Allerheiligen	(All Saints Day)
December	Weihnachten	(1 & 2 Christmas Holiday)

Germany Contract
 Monthly Events
 2005 - 2006
 HB5520317400.503490.96

Contract #: 1619

Date	Description	Euro Totals	Monthly Totals	Invoice Number
OCTOBER				
	Monthly Compensation	€ 7,500.00		
	Brochure Fulfillment, Storage, Coll. & Inventory	€ 1,500.00		
24 - 26 (Trade)	TTW Montreaux, Switzerland	€ 1,500.00		
OCTOBER TOTALS			€ 10,500.00	
NOVEMBER				
	Monthly Compensation	€ 7,500.00		
	Brochure Fulfillment, Storage, Coll. & Inventory	€ 1,500.00		
9	VIP Dinner - Schlobhotel Kronberg, Germany	€ 525.00		
11 - 13 (Trade)	Visit USA - Reisen & Freizeit (Broch Dist) Friedrichshafen, Germany	€ 215.00		
11 - 13 (Trade)	Thomas Cook Reisesommer Frankfurt	€ 2,500.00		
16 - 20 (Trade)	Visit USA - T & C Leipzig, Germany	€ 1,690.00		
25 - 27 (Trade)	Visit USA - Reisenmarkt Koln Koln, Germany	€ 1,657.50		
NOVEMBER TOTALS			€ 15,587.50	
DECEMBER				
	Monthly Compensation	€ 7,500.00		
	Brochure Fulfillment, Storage, Coll. & Inventory	€ 1,500.00		
7 - 9 (Consumer)	US Airway FAM Key West, FL			
DECEMBER TOTALS			€ 9,000.00	

Germany Contract
 Monthly Events
 2005 - 2006

Contract #: 1619

HB5520317400.503490.96

Date	Description	Euro Totals	Monthly Totals	Invoice Number
JANUARY				
	Monthly Compensation	€ 7,500.00		
	Brochure Fulfillment, Storage, Coll. & Inventory	€ 1,500.00		
14 - 22 (Trade)	Visit USA Show - CMT Stuttgart, Germany	€ 1,750.00		
JANUARY TOTALS			€ 10,750.00	
FEBRUARY				
	Monthly Compensation	€ 7,500.00		
	Brochure Fulfillment, Storage, Coll. & Inventory	€ 1,500.00		
8 - 12 (Consumer)	Visit USA - Reisen Hamburg Hamburg, Germany	€ 1,690.00		
14 - 16 (Trade)	Visit USA Breakfast Seminar Hamburg / Bremen / Munster, Germany	€ 151.75		
18 - 22 (Trade)	Visit USA Show - CBR Munich, Germany	€ 1,700.00		
11 - 12 (Consumer)	Visit USA Austria ?	€ 1,000.00		
FEBRUARY TOTALS			€ 13,541.75	
MARCH				
	Monthly Compensation	€ 7,500.00		
	Brochure Fulfillment, Storage, Coll. & Inventory	€ 1,500.00		
8 - 12 (Trade & Consumer)	ITB Berlin	€ 4,500.00		
MARCH TOTALS			€ 13,500.00	

Germany Contract
 Monthly Events
 2005 - 2006

Contract #: 1619

HB5520317400.503490.96

Date	Description	Euro Totals	Monthly Totals	Invoice Number
APRIL				
	Monthly Compensation	€ 7,500.00		
	Brochure Fulfillment, Storage, Coll. & Inventory	€ 1,500.00		
4 - 6 (Trade)	Visit USA Breakfast Seminar Munchen / Regensburg / Stuttgart	€ 151.75		
APRIL TOTALS			€ 9,151.75	
MAY				
	Monthly Compensation	€ 7,500.00		
	Brochure Fulfillment, Storage, Coll. & Inventory	€ 1,500.00		
6 - 10 (Trade)	Pow Wow Orlando, FL	€ 3,000.00		
MAY TOTALS			€ 12,000.00	
JUNE				
	Monthly Compensation	€ 7,500.00		
	Brochure Fulfillment, Storage, Coll. & Inventory	€ 1,500.00		
20 - 22 (Trade)	Visit USA Breakfast Seminar Berlin / Dresden / Kassel	€ 151.75		
JUNE TOTALS			€ 9,151.75	
JULY				
	Monthly Compensation	€ 7,500.00		
	Brochure Fulfillment, Storage, Coll. & Inventory	€ 1,500.00		
JULY TOTALS			€ 9,000.00	
AUGUST				
	Monthly Compensation	€ 7,500.00		
	Brochure Fulfillment, Storage, Coll. & Inventory	€ 1,500.00		
AUGUST TOTALS			€ 9,000.00	

Germany Contract
 Monthly Events
 2005 - 2006

Contract #: 1619

HB5520317400.503490.96

Date	Description	Euro Totals	Monthly Totals	Invoice Number
SEPTEMBER				
	Monthly Compensation	€ 7,500.00		
	Brochure Fulfillment, Storage, Coll. & Inventory	€ 1,500.00		
19 - 21 (Trade)	Visit USA Breakfast Seminar Saarbrucken / Mainz / Essen	€ 151.75		
SEPTEMBER TOTALS			€ 9,151.75	
CONTRACT TOTALS			€ 130,334.50	
Miscellaneous Services & Expenses:				
Promotional opportunities, Support materials and work, mailings, communications (i.e., telephone, fax) and entertainment of County's business clients, guests or authorized persons, pursuant to County policy and state statutes.				
		€ 49,665.50		
CONTRACT TOTALS			€ 180,000.00	