

CONTRACT NO. 20260406

**AGREEMENT BETWEEN CHARLOTTE COUNTY
and
SOMMER TOURISTIK MARKETING
for
INTERNATIONAL MARKETING SERVICES**

THIS AGREEMENT is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County," and SOMMER TOURISTIK MARKETING, Aschaffenburg Str. 53, 63743 Aschaffenburg, Germany, hereinafter referred to as the "Consultant" or "Contractor."

WITNESSETH

WHEREAS, the County has determined that it is necessary to retain a consultant experienced in the area of international travel trade representation to provide strategic planning and develop the sales, marketing, and public relations of the Punta Gorda/Englewood Beach Visitor & Convention Bureau ("VCB"); and

WHEREAS, the Consultant has reviewed RFP No. **20260406** and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award an annual contract to Consultant for the rendering of those services described in RFP 20260406 and Article 2 Scope of Services, below.

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree as follows:

**ARTICLE 1.
INCORPORATION OF DOCUMENTS**

1.1. RFP No. 20260406, consisting of pages 1 through 17, issued by the County on May 7, 2026, as well as Addendum #1 issued by County on May 14, 2026, as well as Addendum #2 issued by County on June 2, 2026, and the Proposal submitted by Consultant dated June 9, 2026, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 20260406, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement;

- 2) Notice of Availability RFP No. 20260405;
- 3) Addendum #1 and #2;
- 4) The Proposal submitted by Consultant dated June 9, 2026.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant agrees to provide the services as set forth in Notice of Availability RFP 20260405, as well as Addendum's #1 and #2 to be provided under the direction of the Director of the Tourism Development Department and shall include the support of the VCB through sales, marketing, and public relations.

ARTICLE 3.
COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICES

3.1. The compensation for Consultant's services shall be set forth as follows. Specifically, the retainer fee for base sales, marketing and public relations services shall not exceed Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00 USD) per year [or Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00 USD) per year if the option to include the Benelux region is exercised on any given year]. The County will reimburse the Consultants eligible expenses up to but not exceeding \$85,000 per year. The decision on whether to include the Benelux option shall be determined prior to the start of each fiscal year and be reflected in the corresponding purchase order for that respective fiscal year. Retainer fees will be billed in equal 1/12ths, or Four Thousand Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$4,583.33 USD) [Five Thousand Four Hundred Sixteen Dollars and Sixty-Six Cents (\$5,416.66 USD) if Benelux option is included]. Additionally, the County Tourism Development Director will allocate a budget to cover a variety of marketing, sales and public relations activities to be executed by Consultant. These funds will cover items such as approved trade show registrations, travel and accommodations, promotional items, sales materials, co-op marketing, client meals/entertainment, event sponsorships, Visit USA Committee memberships, storage for collateral/promotional items, etc. These items will be paid on a monthly reimbursable basis with invoices outlining details of each expenditure.

3.2. Consultant shall submit all billings for payment of services rendered on a monthly basis to the County Purchasing Division for processing. Billings shall be detailed as to the nature of the services performed and shall refer to the specific tasks listed herein that were actually performed by Consultant.

3.3. Consultant acknowledges that each billing must be reviewed and approved by the County Tourism Development Director or his/her designee. Should the County Director of Tourism Development, or his/her designee, determine that the billing is not commensurate with services performed or work accomplished, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.

3.4. County shall pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80 Florida Statutes, the Local Government Prompt Payment Act.

ARTICLE 4.

CONSULTANT'S RESPONSIBILITIES

4.1. Consultant shall perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise, as represented to the County, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

4.3. Any obligation made by the Consultant on behalf of the County must first be approved by the Charlotte County Board of County Commissioners, and payments for any obligation must be made within thirty (30) days of receipt of payment from the County for the designated services.

4.4. Insurance Requirements. Prior to the commencement of work, the Consultant and Subcontracts must issue a certificate of insurance which complies with the insurance requirements as set forth under Notice of Availability RFP 20260406.

ARTICLE 5.

OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement are and shall become the property of and shall be delivered to County without cost, restriction or limitation as to use. However, any

use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County software and systems. It is anticipated that the software utilized by the County will include the latest version of Windows, iOS, the latest Microsoft Office Suite, MS Project, Adobe Reader, AutoCad, and Adobe Creative Cloud Suite. Should the Consultant utilize specialty software unique to its industry, Consultant will be in compliance with this provision if Consultant provides deliverables that can be accessed by Windows/iOS or in some other format accessible to the County.

ARTICLE 6.

COUNTY'S RESPONSIBILITIES

6.1. County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. County shall furnish to Consultant, upon request of Consultant and at County's expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

ARTICLE 7.

TERM / TERMINATION

7.1. The Effective Date of this Agreement is October 1, 2026.

7.2. This Agreement shall be in effect from the effective date up to and including September 30, 2027, and may be renewed for two (2) additional one (1) year periods, under the same terms and conditions, upon agreement of the parties.

7.3. This Agreement may be terminated without cause by either party upon thirty (30) days written notice by certified mail to the other of intent to terminate. Upon termination by either party, the Consultant shall cease work and shall deliver to the County all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The County shall, upon receipt of aforesaid documents, pay to the Consultant, and the Consultant shall accept as full

payment for its services, fees for all tasks completed in accordance with the Scope of Services.

7.4. In the event that the Consultant has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice shall state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment shall be as stated in Section 7.5 below.

7.5. In the event of termination by either party, Consultant shall be entitled to compensation for services rendered through the effective date of termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, prepared by Consultant shall become the property of County and shall be delivered by Consultant to County immediately upon the effective date of termination.

ARTICLE 8. NOTICES

8.1. Any notice required or permitted to be sent hereunder shall be sent by certified mail, return receipt requested to the parties at the addresses listed below:

CONSULTANT:

COUNTY:

Name: Sommer Touristik Marketing
Vera Sommer, Director

Name: Kimberly Corbett
Senior Division Manager
Charlotte County BOCC

Address: Aschaffenburg Str. 53
63743 Aschaffenburg, Germany

Address: 18500 Murdock Circle
Port Charlotte, FL 33948

ARTICLE 9. NO CONTINGENT FEES

9.1. Consultant certifies that it has not employed or retained any company or person to solicit or secure this Agreement. County shall have the right to terminate the Agreement without liability, at its discretion, to recover, the full amount of consideration paid to any company or person paid by Consultant to secure this Agreement.

ARTICLE 10. ASSIGNMENT

10.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or sub-consultants without written notice to and approval of such action by County.

ARTICLE 11.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

11.1. This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.

11.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

11.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

11.4. This is a nonexclusive contract. The County has the right to enter into contracts with other consultants for providing professional services.

ARTICLE 12.
GOVERNING LAW / VENUE

12.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie, if in state court, in the Twentieth Judicial Circuit in and for Charlotte County, Florida and if in federal court, in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

ARTICLE 13.
INDEPENDENT CONTRACTOR STATUS

13.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County. Neither the County nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Consultant is and shall at all times remain as to the County, a wholly independent contractor and that Consultant's obligations to the County are solely as prescribed by this Agreement.

ARTICLE 14.
AUDIT REQUIREMENTS

14.1. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Consultant's offices for the purpose of inspection, audit, and

copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

14.2. Consultant shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subcontractor.

ARTICLE 15.

EQUAL EMPLOYMENT OPPORTUNITY

15.1. Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

15.2. Consultant must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Consultant agrees that:

15.2.1. No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.

15.2.2. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

15.2.3. Consultant will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.

15.2.4. County may require Consultant to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Consultant's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

15.2.5. It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

ARTICLE 16.
INDEMNIFICATION

16.1. Consultant shall indemnify, defend and hold harmless County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by Consultant in the performance of services under this Agreement.

ARTICLE 17.
PUBLIC RECORDS

17.1. Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Contractor shall notify the County and deliver to the County any records the County requests. Contractor shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Contractor and the subcontractor.

17.2. Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO

**RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE,
BLDG. B, SUITE 200, PORT CHARLOTTE, FLORIDA 33948.**

**ARTICLE 18.
UNAUTHORIZED ALIEN WORKERS**

18.1. Charlotte County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the County.

**ARTICLE 19.
SCRUTINIZED VENDORS**

19.1. Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate this Agreement if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

**ARTICLE 20.
E-VERIFY REGISTRATION**

20.1. Pursuant to Section 448.095, Florida Statutes, all persons or firms entering Agreements with the County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)(3), Fla. Stat.

**ARTICLE 21.
HUMAN TRAFFICKING**

21.1. Pursuant to Section 787.06 of the Florida Statutes, by signing this Agreement, Consultant agrees and attests, under penalty of perjury, that Consultant does not use coercion for labor or services as defined in Section 787.06 of the Florida Statutes.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last written below.

WITNESSES:

SOMMER TOURISTIK MARKETING

Signed By: _____

By: _____

Print Name: _____

Vera Sommer, Director

Date: _____

Date: _____

Signed By: _____

Print Name: _____

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

ATTEST:

Roger D. Eaton, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: _____

Joseph M. Tiseo, Chairman

Date: _____

By: _____

Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

Thomas M. David, County Attorney

LR26-0675 as