

**COMPETITIVE ART TOURISM GRANT PROGRAM  
MANAGEMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”) and Creative Pinellas, Inc., a Florida not-for-profit corporation (“Creative Pinellas”) (collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, Florida Statutes § 125.0104 and Pinellas County Code Sec. 118-32 authorize the use of Tourist Development Tax (TDT) funds for the promotion and advertising of tourism; and

**WHEREAS**, the County has determined that establishing a program for the dissemination of art grants, in conjunction with the establishment of art-themed experiences and associated marketing campaigns is an effective means of promoting and advertising the Pinellas County as an arts and culture tourist destination in accordance with Florida Statutes § 125.0104;

**WHEREAS**, the County is implementing a Competitive Art Tourism Grant Program (the “Program”) to accomplish such arts tourism promotion and advertising goals; and

**WHEREAS**, Creative Pinellas operates as the designated Local Arts Agency, as defined in Florida Statutes § 265.28, and has the expertise to manage and administer the grant program; and

**WHEREAS**, the County wishes to engage Creative Pinellas to manage and administer the Program;

**NOW, THEREFORE**, in consideration of the mutual covenants and considerations below, the sufficiency of which is acknowledged, the County and Creative Pinellas agree as follows:

1. Incorporation of Whereas Clauses. The Parties incorporate by reference the Whereas clauses above as if fully set forth herein.
2. Term. The initial term of this Agreement is from the Effective Date through December 31, 2026 (the “Initial Term”). At the end of the Initial Term, the Agreement, will automatically renew for a one-year term (January 1, 2027 – December 31, 2027), and subsequent one-year terms annually (“Renewal Terms”) unless terminated as provided herein.
3. Funding & Payment Cap.
  - (a) In exchange for the Services indicated in Exhibit A, the County will provide Creative Funding in the following amounts during the initial term and any renewal term, to be expended as outlined in Exhibit A:
    - i. Program Administration: **\$100,000**
    - ii. Grant Awards & Event Production: **\$400,000**
  - (b) Payments under this Agreement will not exceed **\$500,000** for any fiscal year.
  - (c) Funding will be paid solely from available Tourist Development Tax (TDT) dollars, and will only be used for those uses authorized by Florida Statutes § 125.0104 and Pinellas County Code Sec. 118-32.

- (d) No travel, per diem, or other reimbursement expenses will apply to this agreement unless expressly approved by the County in writing in advance. All bills for any authorized travel expenses must be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes.
  - (e) Program Administration and Grant Award & Event Production funding amounts for the Program may vary annually subject to written approval by the Parties.
4. Payment Terms. Payment for the Initial Term will be made in one payment, in advance, upon the execution of the agreement. Funding for Renewal Terms will be paid annually in January. Invoiced payments, if any, will be made in accordance with the Local Government Prompt Payment Act, § 218.70 et seq., Fla. Stat., which also governs the due date for payments and the calculation of interest in the case of late payments. Funding will be paid solely from available Tourist Development Tax (TDT) dollars, and will only be used for those uses authorized by Florida Statutes § 125.0104 and Pinellas County Code Sec. 118-32.
5. Reimbursement Terms.
- (a) *Mid-Term Termination.* If the Agreement is terminated in the middle of a Term for any reason not addressed in paragraphs 4(b)-(d), below, Creative Pinellas will retain any funds already expended or committed for the then-current Term. Creative Pinellas will refund any funds received under the Agreement that were not expended or committed as of the date of the notice of termination, except that Creative Pinellas will be entitled to retain the amount of Program Administrative funds necessary to cover the time period between the notice of termination of the Agreement and the actual date of termination. Any funds retained must be utilized consistent with the Agreement. For purposes of this provision, “committed” means that the funds are subject to an executed contract between Creative Pinellas and an artist under the provisions of the Competitive Art Tourism Grant Program.
  - (b) *Cancellation of event or non-performance.* If a Competitive Art Tourism Grant Program event or experience is cancelled for any reason (including, but not limited to, lack of performance or unreasonable delay by an artist, infeasibility, voluntary action, or non-voluntary mandates), then any sums not already expended must be refunded to the County, minus any marketing value received by County as determined by the County in its sole discretion. In the case of non-performance by an artist after receipt of grant funds, Creative Pinellas will make commercially reasonable efforts to recover the grant funds pursuant to the terms of their contract with the artist, and upon recovery of the funds will either re-apply the funds to the Competitive Art Tourism Grant Program or reimburse the funds to the County, at the County’s option.
  - (c) *Force Majeure.* Neither party shall be liable for delays or failure in performance hereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party. In case of a force majeure event, this Agreement may be amended in writing by mutual agreement of the Parties to authorize funding on revised terms.

- (d) *Illegal expenditures.* Creative Pinellas will repay the County for any illegal or unlawful expenditures of the funding herein, or for expenditures made in breach of any covenant, term, or condition of this Agreement, including illegal, unlawful, and/or unauthorized expenditures discovered after the expiration of the Term. The Board of Directors shall not be personally, individually responsible for any of such funds under this Section 5 under any circumstances.
- (e) Upon the earlier of one year from the termination of the Agreement or dissolution of Creative Pinellas, Creative Pinellas shall have no further obligation under this Section.

- 6. Creative Pinellas Responsibilities and Obligations. Creative Pinellas will administer the Program pursuant to the requirements set forth in **Exhibit A**, and consistent with any Program guidelines or policies adopted by the County, and will maintain sufficient staff to perform the functions required herein. Creative Pinellas.
- 7. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement of the parties.
- 8. Examination of Records & Right to Audit. Creative Pinellas will keep adequate records and supporting documentation applicable to this Agreement. Said records and documentation will be retained for a minimum of three (3) years from the date this Agreement terminates. The County reserves the right to have either a County employee or department or a third party auditor, in its sole discretion, review, inspect, copy, or audit Creative Pinellas records related to this agreement during the record retention period stated above; provided, however, such activity will be conducted only during normal business hours and at County expense.
- 9. Notice. Each party hereby designates the person set forth below as its respective contact person, who is that party's prime contact person for coordinating activities related to this Agreement. Notices or reports must be sent to the attention of each party's contact person by email or by U.S. mail to the Parties' addresses below.

For the County/VSPC:  
 Brian Lowack, President & CEO  
 8200 Bryan Dairy Rd., Suite 200  
 Largo, FL 33777  
 BLowack@VisitSPC.com

For Creative Pinellas, Inc.:  
 Margaret Murray, CEO  
 12211 Walsingham Rd.  
 Largo, FL 33778  
 Margaret.Murray@creativepinellas.org

- 10. Termination.
  - (a) The County reserves the right to terminate this Agreement without cause by giving ninety (90) days advance written notice to Creative Pinellas of its election to terminate pursuant to this provision.
  - (b) The failure of either party to comply with any material provisions of this Agreement will be considered a breach thereof, and cause for immediate termination of the Agreement upon written notice to the defaulting party.
  - (c) In the event that sufficient budgeted funds are not available for a new fiscal period, the County will notify Creative Pinellas of such occurrence, and the Agreement will

terminate on the last day of the current fiscal period without penalty or expense to the County.

11. Liability and Indemnification.

- (a) Neither the County nor Creative Pinellas will make any express or implied agreements, guarantees or representations, or incur any debt, in the name of or on behalf of the other party. Neither the County nor Creative Pinellas will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County will have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Creative Pinellas of its business, including but not limited to damages caused by Creative Pinellas' negligence or willful action or failure to act.
- (b) Creative Pinellas will indemnify, pay the cost of defense, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including all costs of defense incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Creative Pinellas; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as have been occasioned by the sole negligence of the County.

12. Public Records. Creative Pinellas acknowledges that information and data it manages as part of the services are public records in accordance with Chapter 119, Florida Statutes and Pinellas County Public Records Policies. Creative Pinellas agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws and regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, Creative Pinellas agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes and County policy for locating and producing public records during the term of this Agreement.

13. Compliance with Applicable Laws

- (a) *Compliance with Laws, Generally.* The Parties will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and all Products and Services furnished, including those of Federal, State, and local agencies having jurisdiction and authority.
- (b) *Convicted Vendors.* Creative Pinellas warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government.
- (c) *Discrimination & Discriminatory Vendors.* As required by Section 287.134, Florida Statutes, Creative Pinellas agrees that in the performance of the Services, it will not discriminate against any employee or applicant for employment on grounds

of race, creed, color, religion, gender, sexual orientation, gender-related identity, age, national origin, or disability, and affirms they are not on the discriminatory company list.

- (d) *Foreign Country of Concern.* As required by Section 287.138, Florida Statutes, the undersigned attests under penalty of perjury that Creative Pinellas is not owned by the government of a Foreign Country of Concern as defined in Section 287.138, Florida Statutes, is not organized under the laws of nor has its Principle Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Signor attests that they are authorized to make this attestation on behalf of Creative Pinellas.
- (e) *Human Trafficking.* As required by Section 787.06(13), Florida Statutes, the undersigned attests under penalty of perjury that Creative Pinellas does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Signor attests that they are authorized to make this attestation on behalf of Creative Pinellas.
- (f) *Compliance with Immigration Reform and Control Act of 1986.* Creative Pinellas acknowledges that it is responsible for complying with the applicable provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et seq., and regulations thereto, as either may be amended from time to time.
- (g) *Public Entities Crimes.* Creative Pinellas is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents that Creative Pinellas is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein.
- (h) Failure to comply with any of the above provisions will be considered a material breach of the Agreement.

14. Miscellaneous.

- (a) Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent of the other party.
- (b) Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.
- (c) This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements, communications, or representations, whether oral or written, with respect hereto.
- (d) No alteration, change, modification, amendment or waiver to or of this Agreement will be valid or binding unless in writing and signed by both Parties.
- (e) Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the County and Creative Pinellas, or its contractors, subcontractors or suppliers, and at all times, Creative Pinellas is and will remain an independent contractor and not an agent of the County.
- (f) This Agreement will be construed, interpreted and governed by the laws of the State of Florida and venue will be in Pinellas County, Florida.

*Signatures on the following page.*

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the day and year first written above.

**PINELLAS COUNTY, FLORIDA**  
**By and through its**  
**Board of County Commissioners**

**CREATIVE PINELLAS INCORPORATED**

\_\_\_\_\_  
Chair

Margaret D. Murray  
Margaret D Murray, CEO

\_\_\_\_\_  
Date

3.5.26  
Date

ATTEST:  
KEN BURKE

\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
By: Amanda S. Coffey  
Office of the County Attorney

## EXHIBIT A

### **FUNDING BREAKDOWN:**

Funding for the initial term will be divided into a payment for Program Administration and a payment for Awards and Events Production, and those funds will be expended/distributed as follows:

#### **Program Administration \$100,000**

- Creative Pinellas \$75,000
- St. Pete Arts Alliance \$15,000
- Clearwater Arts Alliance \$10,000

#### **Awards and Event Production \$400,000**

- Competitively selected experiences up to \$50,000, with funding proportional to the size of the experience
- Signature artistic event programming (not to exceed \$50,000)

Creative Pinellas will enter into funding agreements with the St. Pete and Clearwater Arts Alliances as subrecipients for a portion of the Program Administration funds. For any Renewal Terms, Creative Pinellas may contract with additional subrecipients, or adjust the amounts of Program Administration funds payable to the listed subrecipients, at its sole discretion.

### **GRANT PROGRAM REQUIREMENTS**

The County, in conjunction with Creative Pinellas, will establish procedures to govern the Competitive Art Tourism Grant Program (the “Program”), which will be consistent with this Agreement and the law governing the use of TDT. These procedures will be administered and enforced by Creative Pinellas and may be revised by mutual agreement of the Parties.

The Program at a minimum will:

- Be designed to promote and advertise the County as a premier arts tourism destination.
- Leverage partnerships with arts experts.
- Provide for the notice and advertising of the availability of grants in such a way as to reach a wide audience of potential applicants.
- Provide competitively selected awards to individual artists, public and private organizations, and arts agencies that create an annual event or series of events during a defined period of time of themed arts experiences located throughout the destination, with each experience tying into one overarching event aimed at enhancing the visitor experience, driving visitation, and elevating St. Pete Clearwater’s profile in the creative community.
- Detail administrative requirements for planning, outreach, application development, application tracking, panel facilitation, program and event management.
- Establish requirements for contracts with artists or applicants to address legal issues including but not limited to provisions related to refunds, the Visual Artists Rights Act (VARA), copyrights, and indemnification issues.
- Establish metrics to be measured to evaluate program performance, and the process to measure such metrics. Metrics may include but not be limited to:

- Occupancy rates during events
- Attendees
- Social media and webpage engagements
- Economic Impact
- Event check-ins
- Establish standards for grant award eligibility, which must include consideration of the following (non-exclusive) factors. To be eligible for a grant an art project must:
  - Enhance Pinellas County as a premier arts destination
  - Comprise an arts experience as outlined in adopted program procedures
  - Be produced in Pinellas County
  - Be presented by an individual, partnership, for-profit entity, or nonprofit entity, with capacity to produce the proposed experience
  - Include the ability to collect event metrics as outlined in adopted program procedures
  - Not receive Elite Event or other County funding for the same experience
  - Be integratable by VisitSPC into outreach methods
  - Support the vision of the program, including driving visitation during the event period

## **EVALUATION**

Creative Pinellas will develop a process for the evaluation of grant applications and the awarding of grants, consistent with this Agreement, which evaluation process will be subject to approval by the County. Creative Pinellas will evaluate all grant applications to ensure they meet the eligibility criteria indicated in this Agreement and the to-be-developed Program procedures and will present VisitSPC staff with a recommendation of awards for approval. The County retains final approval or disapproval authority over any specific project, at its sole discretion.