

TOURISM PROMOTION AGREEMENT

27th Annual Fall King of the Beach

THIS AGREEMENT is made and entered into as of the 31 day of October, 2020 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), for and on behalf of Visit St. Petersburg/Clearwater ("VSPC"), and Old Salt Fishing Foundation, Inc., a Florida not for profit corporation ("Event Organizer") (collectively, the "Parties," or individually, a "Party").


WITNESSETH:

WHEREAS, in accordance with Section 118-32, Pinellas County Code, and Section 125.0104(5)(a)2., Florida Statutes, VSPC is responsible for promoting tourism in Pinellas County, including funding activities, services, and events that have as one of its main purposes the attraction of tourists; and

WHEREAS, the County, on behalf of VSPC, agrees to provide Tourist Development Tax funding for the 27th Annual Fall King of the Beach to be held November 5-7, 2020 ("Event"), organized and operated by the Event Organizer to promote Pinellas County tourism as described in the promotion program as defined herein.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, the Parties agree as follows:

1. The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect through May 7, 2021, unless otherwise terminated as provided herein.
2. The County agrees to pay to the Event Organizer the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) for Sponsorship benefits and up to the sum of Seventeen Thousand Five Hundred Dollars (\$17,500.00) for Marketing and Advertising expenditures for a total sum of Twenty-Five Thousand Dollars (\$25,000.00) as an Event sponsor, to sponsor, promote and market Pinellas County tourism in connection with the Event as defined in the promotion program described in Exhibit A attached hereto and made a part hereof ("Promotion Program"). The County shall pay the funding herein in accordance with the following:
 - A. The funding herein shall be due and payable within forty-five (45) calendar days of Event completion, upon Event Organizer submitting an invoice with all documentation required in Section 2.G. at the address set out in Section 4.
 - B. Payment shall be made by the County to the Event Organizer in accordance with §218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act."
 - C. In the event the Event Organizer: (i) cancels the Event or does not conduct the Event for any reason including, but not limited to, voluntary action or non-voluntary mandates; or (ii) is not in compliance with the terms and conditions of the Agreement; or (iii) is dissolved, or


Initials

ceases or suspends its operations for any reason, then any sums not paid or disbursed to the Event Organizer are hereby deobligated, and shall not be paid unless this Agreement is amended in writing by mutual agreement of the Parties expressly authorizing payment of the funding herein on the revised terms as provided in said amendment. The parties further agree that if an Event Organizer cancels an event per (i) above post a fully executed funding agreement but pre-event, the Event Organizer shall either: 1) remit any sponsorship funding monies advanced pre-event which were used for operating expenses; or 2) seek reimbursement for allowable marketing deliverables per the agreement, but only as to those actual, verifiable marketing deliverable costs incurred by the Event Organizer up until the time of cancelling the event.

D. The Event Organizer shall repay the County for all illegal or unlawful expenditures of the funding herein, or for expenditures made by The Event Organizer 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.

E. The Event Organizer shall provide immediate written notice to VSPC if the Event is cancelled, rescheduled, or the scope of the Event is substantially changed from the Event as described in Event Organizer's funding request.

F. The Event Organizer may amend or revise the Promotion Program only with the prior written consent from the Director of VSPC, or his designee.

G. The Event Organizer shall provide a written final report to VSPC within forty-five (45) calendar days of Event completion, which at a minimum shall include documentation establishing that the Event Organizer provided the promotional benefits described in the Promotion Program, including any documentation required in Exhibit A, and shall specify attendance at the Event and room nights generated by the Event in Pinellas County, the methodology used for computing the room nights which methodology must be documentable, supportable, and calculated in compliance with tourism market and research analysis industry standards, and such other information as required by VSPC. Failure to submit the report as required shall disqualify the Event Organizer from being eligible for funding in future years.

3. A. The Event Organizer shall organize, manage, operate and/or conduct the programs, activities, and events, and be solely responsible for all costs and expenses related to the Event.

B. The Event Organizer represents and warrants that it has substantial experience and skill in the business of organizing and promoting the Event and agrees to use its best efforts to organize, manage, operate and conduct the Event in a professional manner, calculated to create a quality, pleasant, enjoyable experience for all participants.

4. Each Party hereby designates the person set forth below as its respective contact person. The person designated herein shall be each Party's prime contact person for coordinating Promotion Program related activities. Notices or reports shall be sent to the attention of each Party's contact person by U.S. mail, postage prepaid, or email to the Parties' addresses as set forth below:

For the County:
Craig Campbell, Director
Community & Brand Engagement
Visit St. Petersburg/Clearwater
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
Craig@VisitSPC.com

For the Event Organizer:
Amy Verdensky, Marketing Director
Old Salt Fishing Foundation, Inc.
4685 95th St. N.
St. Petersburg, FL 33708
Amy@oldsaltfishing.org

Any changes to the above representatives or addresses must be provided to the other Party in writing.

5. A. The County reserves the right to terminate this Agreement, without cause, by giving fifteen (15) days advance written notice to the Event Organizer of its election to terminate pursuant to this provision. Should this Agreement be terminated, or the event postponed as provided herein, Event Organizer shall only be entitled to reimbursement of actual costs for goods and/or services received by County from Event Organizer up until the date of postponement or termination of this Agreement, as agreed upon by County staff. Reimbursement shall be based upon submittal and receipt of all supporting, appropriate documentation for such costs.

B. The failure of either Party to comply with any material provisions of this Agreement shall be considered in breach thereof, and shall be cause for immediate termination of the Agreement upon written notice to the defaulting Party.

C. The funds to be used for this Agreement are subject to periodic appropriation of funds by the County. Further, obligations under this Agreement are contingent upon the availability of funds. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay for any promotion benefits provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify the Event Organizer in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate without penalty to the County.

6. A. The Event Organizer shall, upon request, permit the County to examine or audit all records and documents related to the Promotion Program provided for in this Agreement. Event Organizer shall maintain all such records and documents for at least three (3) years following termination of the Agreement, including but not limited to all documents in support of the Event Organizer's funding application and post event reporting.

B. The County through VSPC or VSPC's vendor, has the right to perform on-site surveys during the Event for the purposes of substantiating/verifying Event Organizer's final report and for collecting other information pertinent to the destination.

7. A. Neither the County nor the Event Organizer shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor the Event Organizer shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly

authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by the Event Organizer of its business, whether caused by the Event Organizer's negligence or willful action or failure to act.

B. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon the Event Organizer or the Event Organizer's assets, or upon the County in connection with services performed or business conducted by the Event Organizer. Payment of all such taxes and liabilities shall be the responsibility of the Event Organizer.

C. The Event Organizer shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees 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 the Event Organizer; 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 shall have been occasioned by the sole negligence of the County.

8. A. The Event Organizer shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, relative to performance under this Agreement.

B. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

C. Nothing in this Agreement shall be construed to benefit any person or entity not a Party to this Agreement.

D. In carrying out this Agreement, The Event Organizer shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, national origin, family status or handicap.

E. 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 thereto.

F. No alteration, change, modification, amendment or waiver to or of this Agreement shall be valid or binding unless in writing and signed by both Parties hereto.

G. Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the County and any contractor, subcontractor or supplier of the Event Organizer, and at all times the Event Organizer is and shall remain an independent contractor and not an agent of the County or VSPC.

H. Sections 2.D., 6.A., and 7.A., B. and C. shall survive the expiration of the term or termination of this Agreement.

I. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

J. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida.

9. Event Organizer acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County Public Records Policies. Event Organizer 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, 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, the Event Organizer 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.

10. By signing this Agreement as provided below, Signer attests to all of the following:

A. Signer has the legal authority to enter into the Agreement on behalf of the Applicant organization;

B. Signer is not deriving any direct or indirect benefit or bonus, monetary or otherwise, from the Applicant organization or any other party, including signer's employer, as a result of this funding award; and

C. Signer is not aware of any other third party deriving any direct or indirect benefit or bonus, monetary or otherwise, from the Applicant organization or any other party as a result of this funding award.

<Signature page follows>

IN WITNESS WHEREOF, the Parties herein have executed this Agreement on the day and year first above written.

PINELLAS COUNTY, FLORIDA
by and through its Director of
Administrative Services

**OLD SALT FISHING
FOUNDATION, INC.**

By: Joe Lauro Dir Admin Svs
Joe Lauro

By: Amy Verdensky
Amy Verdensky, Marketing Director

APPROVED AS TO FORM

[Corporate Seal]

By: Michael A. Zas
Office of the County Attorney

**Pinellas County TDC Elite Event Funding FY21
Benefits & Deliverables
Exhibit A**

**Event Name: 27th Annual Fall King of the Beach ("KOTB")
Event Dates: November 5-7, 2020
Marketing & Advertising Funding Amount: \$17,500
Sponsorship Contribution: \$7,500
VIK Contribution: \$12,625
Total Contribution: \$37,625**

- I. VSPC will receive, in exchange for its financial support, the following benefits at no additional charge, except as noted:
- A. Official Designation Status
 - i. The Event shall be reference as "Old Salt Fall King of the Beach Tournament presented by Visit St. Pete/Clearwater".
 - ii. VSPC is granted the first right of refusal to be the Exclusive Presenting Sponsor for the 2021 event.
 - B. Marketing & Advertising Plan Funding Support
 - i. Pursuant to the marketing plan submitted by KOTB, a copy of which is attached hereto as Exhibit B, VSPC will reimburse KOTB up to the sum of \$17,500 for pre-Event marketing deliverables upon submittal and acceptance of post-Event proof of performance documentation. Proof of performance shall include 3rd party invoice(s), proof of payment and proofs or samples that match the marketing plan.
 - C. Sponsorship Benefits
 - i. Logo Use: Use of VSPC Logo (Logo provided by VSPC) on all materials produced by KOTB for marketing and advertising, including but not limited to collateral, print ads, television and billboards.
 - ii. Use of VSPC Logo (Logo provided by VSPC) on all digital materials produced by Event, including but not limited to website with link to VSPC webpage, digital ads and social media.
 - iii. Onsite Signage:
 - a. VSPC banners and flags placed at premium locations throughout event site and offsite registration. Locations to be mutually determined. VSPC to provide banners. KOTB to install, collect and return banners to VSPC.
 - b. VSPC logo prominently displayed on leaderboard.
 - c. VSPC logo prominently displayed on the weigh-in platform and step/repeat backdrop so as to be captured by photos.
 - iv. Digital Broadcast
 - a. VSPC logo prominently displayed at the KOTB broadcast booth.
 - b. Interview opportunity during live broadcast for VSPC representative.
 - c. VSPC commercial spot (:30) to be aired a minimum of four (4) times.
 - d. VSPC has opportunity to present trophy to winning team (if available).

v. Other:

- a. VSPC collateral included in 650 Captain's Buckets.
- b. VSPC has opportunity to welcome anglers at Captains Meeting.
- c. Old Salt to provide, if requested, a spot on a boat for VSPC photographer/videographer.

II. VSPC will provide the following marketing and digital spends on behalf of KOTB:

A. Digital and Media

- i. VSPC will provide a website pixel for KOTB to implement on its website. The pixel will allow for improved digital retargeting and provide the event and VSPC robust visitor data, including bookings, visitor demographics and other pertinent booking information. Estimated \$3,125.00 value.
- ii. VSPC has option to perform an onsite survey or email survey, with assistance from Event, to collect tourism-related data and information during the Event. VSPC to develop the questionnaire and pay the cost for hiring and training staff as well as any promotional items used to incent participation. Event to provide space, power, and email survey coordination, if needed, upon request by VSPC and at no charge to VSPC. Estimated \$9,500.00 value.

**Pinellas County TDC Elite Event Funding FY21
Benefits & Deliverables
Exhibit B**

Magazines, Publications and Newspapers

Approx Month of Insertion	Media Name	Ad Size - Length - Type	# of Spots / Insertions	Circulation / Impressions	Estimated Value
Sept / Oct issues	Florida Sportsman	1/2 page ad - full color	2	240,000	\$ 2,700.00
Sept / Oct	Coastal Angler	1/2 and Full Page ad - full color	2	500,000	\$ 1,800.00
					\$ 4,500.00

Digital & Social Media

Approx Month of Circulation	Media Name	Ad Size - Length - Type	# of Spots / Insertions	Circulation / Impressions	Estimated Value
Sept thru November	Google, Yahoo and Bing Ads to include re-marketing ads	5 ad sizes total to accomodate desktop and mobil platforms	15	approx: 2,400,000	\$ 2,500.00
Sept thru November	Facebook Ads	sponsored stories & news feed ads	15	approx: 2,700,000	\$ 2,500.00
Sept thru November	Organic Posts: Facebook; Instagram and Twitter	weekly & daily posts	235	approx: 1,375,000	
Sept thru November	Email Campaigns		6-8 Campaigns	600,000 per campaign	\$ 3,600.00
November	Live Stream Video		1	11,000 logins	\$ 8,000.00
					\$ 16,600.00

Other

Approx Month of Circulation	Media Name	Ad Size - Length - Type	# of Spots / Insertions	Circulation / Impressions	Estimated Value
Sept / October	Kingfish Team Postcards & Mailings	6 x 9 full color	2	15,000	\$ 4,000.00
October	Event Booklets: 64 pages	7x9 full color		10,000	\$ 14,000.00
Sept / October	Event Posters	12 x 18		1,000	\$ 400.00
Sept thru November	Website use & Updates	Multi-page		82,000	\$ 8,900.00
October / Nov	Event Apparel	various styles		1,000 pieces	\$ 16,000.00
					\$ 43,300.00

Radio

Approx Month of Airing	Media Name	Ad Size - Length - Type	# of Spots / Insertions	Circulation / Impressions	Estimated Value
Oct/Nov	Cox Media Radio	:15 spot	100	500,000	Donated
Oct/Nov	Tampa Offshore Show	2 hours		1.3 mil listners	Donated

Total Marketing Plan Value \$ 64,400.00