

TOURISM PROMOTION AGREEMENT

Clearwater Sea-Blues Festival

THIS AGREEMENT is made and entered into as of the 17 day of February, 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 the City of Clearwater, a municipality ("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 Clearwater Sea-Blues Festival to be held February 21-23, 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 August 23, 2020, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the total sum of Twenty-Five Thousand Dollars (\$25,000.00) ("Sponsorship Fee") as an Event sponsor, to 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 Sponsorship Fee in accordance with the following:

A. The Sponsorship Fee 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 2G 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; or (ii) is not in compliance with the terms and conditions of the Agreement; or (iii) is dissolved, or 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 Sponsorship Fee on the revised terms as provided in said amendment.

D. The Event Organizer shall repay the County for all illegal or unlawful expenditures of the Sponsorship Fee, 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. Funds are for marketing and promotional support and sponsorship benefits and are NOT permitted for reimbursement of operational expenses.

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, 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

For the Event Organizer:
Kris Koch, Special Events Manager
City of Clearwater, Parks & Recreation
100 South Myrtle Ave.

8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
Craig@VisitSPC.com

Clearwater, FL 33755
Kris.Koch@myclearwater.com

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 thirty (30) days advance written notice to the Event Organizer of its election to terminate pursuant to this provision. Should this Agreement be terminated 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 termination of this Agreement. 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, including but not limited to, all documents in support of the Event Organizer's funding application and post event reporting, in accordance with the Retention Schedule as put forth by the Florida Department of State.

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. To the extent provided by law and without waiving sovereign immunity, 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. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Event Organizer or an extension of the Event Organizer's liability beyond the scope, provisions, or limits set forth in Section 768.28, Florida Statutes.

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, including but not limited to 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

CITY OF CLEARWATER

Merry Celeste
Merry Celeste
Director of Purchasing & Risk Management

William B. Horne II
William B. Horne II, City Manager

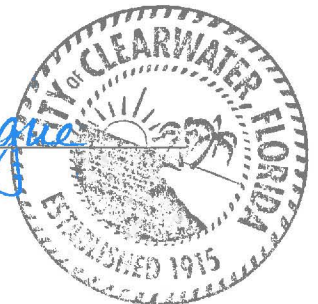
APPROVED AS TO FORM
By: Michael A. Zas
Office of the County Attorney

- George N. Cretekos
George N. Cretekos, Mayor

Approved as to form:
Owen Kohler
Owen Kohler, Assistant City Attorney

Attest:

For: Rosemarie Call
Rosemarie Call, City Clerk



Pinellas County Elite Event Funding FY 20
Benefits & Deliverables
Exhibit A

Event Name: Clearwater Sea-Blues Festival (“Event”)

Event Dates: February 21-23, 2020

Funding Amount: \$25,000.00

VIK Contribution: \$24,625.00

Total Contribution: \$49,625.00

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. VSPC is the exclusive Destination Marketing Sponsor of the Event.

B. Marketing & Advertising Benefits

- i. Use of VSPC Logo (Logo provided by VSPC): VSPC logo inclusion in all pre-Event marketing materials, including primary placement in Tampa Bay Times and various Blues Music magazines.
- ii. Billboards: VSPC logo will be placed on all in-area and out-of-area digital and static billboards secured by the Event.
- iii. Any additional marketing and advertising placements secured by the Event will feature VSPC by name and logo.

C. Digital & Media Benefits

- i. Official Event Website: VSPC logo, link, and recognition of sponsorship will be prominent on all Event website pages, along with special recognition on the Event’s sponsor page.
- ii. Social Media: VSPC to be prominently featured on Event Facebook page. Posts tagging and thanking VSPC for its support will be made pre-Event, during the Event, and post-Event. VSPC Facebook posts will be shared upon request by VSPC staff.
- iii. Digital Advertising: VSPC logo inclusion in Tampa Bay Times digital ads, various Blues Music websites, City of Clearwater Event newsletters, and press releases.

D. Event Onsite Benefits

- i. Display/Activation Space:
 - a. One (1) 20’ x 20’ exhibit area including VSPC-branded van in a prominent location in Coachman Park. Location to be mutually determined.
 - b. VSPC has option for one (1) 10’ x 10’ exhibit area during the Event to promote its Gulp Coast campaign. Location to be mutually determined.
- ii. Event Advertising (Content provided by VSPC):
 - a. Signage: Up to eight (8) banners and eight (8) feather flags to be placed throughout the Event. Installation, removal and return performed by Event at no cost to VSPC.

- b. Sponsor/Lineup Boards: VSPC logo to be placed on eight (8) double-sided A-frame directional boards placed throughout the park.
- c. Video Board Commercials: VSPC will receive a minimum of twelve (12) units throughout the Event to consist of a mixture of :30 to :60 spots provided by VSPC.
- d. Logo Placement: VSPC logo featured on all side stage banners, all in-park directional signage, and stage mast banner. Signage artwork to be approved by VSPC.

E. Additional Benefits

- i. VSPC has opportunity to provide promotional materials to VIP guests, artists and artists guests. Quantity to be mutually determined.
- ii. Event to provide the following Tickets and Credentials for VSPC invited clients and promotional use:
 - a. Twelve (12) VIP tickets per day
 - b. Four (4) "Front Row Package" tickets, or highest valued package to the Event, per day
 - c. Six (8) Parking passes per day
- iii. Event to provide the following to VSPC working staff, which includes but is not limited to brand ambassadors, street teams, media and photographers, if requested by VSPC and at no cost to VSPC:
 - a. Worker passes/credentials with appropriate access (all-access for VSPC media and photographers)
 - b. Parking passes
 - c. Meals under the event's volunteer program
 - d. Water and ice
 - e. Electrical power to VSPC display booth (requirements TBD)

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

A. Marketing & Advertising:

- i. VSPC will spend \$8,000.00 for a targeted campaign with Pandora in the 8 weeks leading into and promoting the Event.

B. Digital & Media:

- i. VSPC will spend \$2,000.00 in a digital campaign, including SEM (search engine marketing) across Bing/Google and social media across Facebook, Instagram and Twitter leading into and promoting the Event.
- ii. VSPC will provide a website pixel for Event to implement onto its website (myclearwaterevents.com). 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.
- iii. VSPC will provide an onsite survey team 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 and power, if needed, upon request by VSPC and at no charge to VSPC. Estimated \$9,500.00 value.

- iv. A portion of the tickets provided will be leveraged across VSPC's social media channels for giveaways bringing added free exposure for the event.

C. Event Marketing:

- i. Upon receipt of materials, VSPC will distribute Event collateral at other local VSPC-supported events leading into and promoting the Event.
- ii. VSPC will spend up to \$2,000.00 to produce co-branded Welcome Bags to be provided to all Event VIP, Front Row, Reserved Seating ticket purchasers and artists. VSPC to contribute destination materials for the Welcome Bags. Event to assemble Welcome Bags and coordinate distribution to attendees at no cost to VSPC.