

**CAPITAL PROJECT
FUNDING AGREEMENT**

Tampa Bay Watch Discovery Center

THIS AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2020 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”) and Tampa Bay Watch, Inc., a Florida non-profit corporation (“TB Watch”) (collectively, the “Parties” or individually a “Party”).

WHEREAS, in accordance with Section 118-32 Pinellas County Code and Florida Statutes § 125.0104, the County is authorized to utilize tourist development tax revenues to fund statutorily eligible capital projects; and

WHEREAS, in order to equitably and consistently evaluate capital project funding requests, the County adopted Capital Project Funding Guidelines, which established both the requisite criteria, documents, studies and related financial information to be submitted by a capital funding applicant, as well as the capital project funding application and review process; and

WHEREAS, as part of the review and evaluation process, the County hired a consultant to review capital project funding applications and to provide a report of same to both the County and the Tourist Development Council for their consideration when evaluating capital project funding applications; and

WHEREAS, after due consideration of the capital project funding applications, the Consultant’s report and the recommendations of its Tourist Development Council, the County has approved the funding of certain capital projects determined to best promote tourism in Pinellas County; and

WHEREAS, the County, through its Board of County Commissioners agrees to provide the TB Watch with funding for the Capital Project, as defined herein, in the amount and in accordance with the terms and conditions described herein; and

WHEREAS, this agreement sets forth the rights and obligations of the Parties related to the capital project, funding, and related matters.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS. The above recitals are true and correct and are adopted as an integral part of this Agreement.

2. DEFINITIONS. In addition to other capitalized terms or phrases that may be defined elsewhere in this Agreement, the following capitalized terms shall have the meaning set forth as follows:

A. "Capital Project" or "Project" means that certain statutorily eligible project/facility commonly known as the Tampa Bay Watch Discovery Center located in St. Petersburg, in Pinellas County, Florida and set out in the Project budget described in Exhibit A attached hereto and incorporated herein by reference.

B. "Commencement Date" means the date that TB Watch commences construction of the Capital Project improvements on the project site after completion of the project design and the issuance of all permits and approvals necessary to construct the Capital Project.

C. "Repayment Amount" shall mean the specific amount repayable to the County by the Museum under the circumstances of paragraph 6(F) herein, which shall be calculated as follows:

REPAYMENT AMOUNT=A x (B/C) where:

A-is the final aggregate amount of funds actually disbursed to the Museum by the County per the agreement, and

B-is the number of complete calendar months remaining per the term of the Tourism Promotion Benefits as stated in Exhibit B herein, if the circumstances of 6(F) occur, and

C- is the total number of months (120) under the term of the Tourism Promotion Benefits as stated in Exhibit B herein.

D. "Tourist Promotion Benefits" means any and all tourism, sponsorship and/or marketing benefits provided by the TB Watch to promote the destination, including but not limited to such Tourism Promotion Benefits as may be negotiated by County staff as part of the consideration for the County funding of the Project, as further described in Exhibit B attached hereto.

E. "Tourist Tax Revenues" means any legally available tourist tax revenues levied and collected by the County pursuant to Section 125.0104, Florida Statutes, for capital funding of the Project in accordance with the County's Tourist Development Plan.

3. TERM. The term of this Agreement shall commence on the Effective Date and continue in full force and effect through October 31, 2020 ("Term"), unless otherwise terminated as provided herein.

4. CONDITIONS PRECEDENT TO CAPITAL PROJECT FUNDING. The disbursement of, and any continued funding for the Capital Project herein, is subject to the following conditions precedent during the Term:

A. TB Watch continues to operate the Tampa Bay Watch Discovery Center.

B. TB Watch provides to the County the Tourism Promotion Benefits as described in Exhibit B and incorporated herein by reference.

C. The Plan authorizes tourist tax revenues to be expended for such capital improvements.

D. The Commencement Date occurs no later than November 30, 2018, and the Capital Project is completed no later than October 31, 2020.

E. For projects requiring matching funds, match funds must be maintained and County must be notified immediately if those match funds are lost or become unavailable.

F. Any and all private funds utilized in a capital project funded herein, must be expended first before County funds are expended on the Capital Project.

G. Any and all match requirements, as may be applicable, have been met.

5. COUNTY'S RESPONSIBILITIES. Upon providing any documentation establishing satisfaction of the conditions precedent as required in Section 4, the County agrees to pay the Capital Project Funds in the sum of not to exceed Three Hundred Thousand Dollars and No Cents (\$300,000.00) ("Capital Project Funds"), from legally available Tourist Tax Revenues and from no other revenue source of the County, payable as follows:

A. Reimbursement shall be made in a lumpsum payment after completion and occupancy of the Capital Project upon receipt of a payment request from the TB Watch directed to the VSPC at the address set out in Section 12.A. with such documentation as reasonably required herein or by the VSPC Director. At a minimum, the payment request shall include documentation detailing (i) the work completed that the TB Watch is seeking reimbursement for; (ii) proof of payment for the work; (iii) a certification from the either the contractor, design professional, or the TB Watch certifying the work has been completed and paid for before submittal of the payment request.

B. The County's contributions of Capital Project Funds herein shall in no event exceed any amount agreed to herein and any and all excess Project costs are the sole responsibility of the TB Watch.

6. TB WATCH'S RESPONSIBILITIES. During the Term of this Agreement, the TB Watch shall:

A. Manage, supervise, oversee, pay all costs and expenses related to, and be solely responsible for completing the Project including, but not limited to securing all permits and approvals required for the Project, contracting and/or subcontracting with all third parties necessary to complete the Project, and operate the project/facility.

B. Utilize all commercially reasonable efforts to complete Project by the date set out in Section 4.D., but in any event, no later than the term of this agreement.

C. Notify County of any project cost savings or changes in scope of work that reduces Project costs as described in Exhibit A attached hereto, which will result in a reduction of the County's contribution on a pro rata basis. TB Watch may elect to increase the Project budget set out in Exhibit A or any component or part thereof with notice to the County, and TB Watch

shall be solely responsible for the additional costs and expenses, including any cost overruns on the Project.

D. Provide the Tourism Promotion Benefits to the County as described in Exhibit B.

E. Cooperate with VSPC as requested to market Pinellas County Tourism.

F. Upon completion of the Capital Project herein, secure and maintain property insurance on a replacement cost basis, with limits of at least ninety percent (90%) of the replacement cost value to cover perils including, but not limited to, fire, explosion, windstorm and flood. The County shall be listed as a loss payee as the County's interest may appear. In the event of an insurable loss to the Capital Project for which the TB Watch uses insurance funds to rebuild the Capital Project, the County shall surrender any insurance proceeds and/or loss payee rights to the TB Watch. Should the TB Watch not rebuild the Capital Project, the County shall be afforded the benefits of the insurance proceeds as the County's interests may appear, but in no event less than the Repayment Amount. A certificate of evidence of property insurance shall be sent to Pinellas County Risk Management Department, 400 S. Ft. Harrison Ave., Clearwater, FL 33756 prior to disbursement of funds hereunder and annually thereafter. This subsection will survive the expiry or early termination of this Agreement.

7. DEFAULTS AND REMEDIES.

A. Events of Default. Each of the following shall constitute an event of default (each, an "Event of Default") hereunder:

1. A breach by the TB Watch of any material term, covenant, obligation or agreement under this Agreement, and the continuance of such breach for a period of thirty (30) days after written notice thereof shall have been given to TB Watch except for a breach of those provisions described in subsection 4, 5 or 6 below, which will entitle the County to immediately exercise the available remedies;

2. TB Watch's voluntary filing of or consent to a petition under any bankruptcy, insolvency, or reorganization law, failure to secure the dismissal of an involuntary bankruptcy petition within 60 days of filing, or a determination by a court of competent jurisdiction that is insolvent and unable to pay its debts when due;

3. A payment request containing a material misrepresentation;

4. TB Watch having ceased operations of the Capital Project/ tourism facility during the Term;

5. The Tourist Tax Revenues legally available to pay this obligation are repealed or expire as provided by law.

6. TB Watch fails to provide the Tourism Promotion Benefits for the term as described in Exhibit B attached hereto.

7. TB Watch fails to pay taxes and/or assessments, if any.

B. Remedies. Upon or at any time after the occurrence of an Event of Default which has not been cured if authorized herein:

1. The County may withhold, temporarily or permanently, any or all unpaid portion of the Capital Project Funds and/or may terminate this Agreement by giving seven (7) calendar days' notice to the TB Watch. The County shall then have no further funding obligation under this Agreement;

2. If the County has paid any Capital Project Funds, the TB Watch shall repay to the County all Capital Project Funds received by it for the Project;

3. Additionally the County may exercise any right, power, or remedy as provided in law or equity pursuant to Florida law.

C. No consent or waiver, express or implied, by the County to or of any breach or default by the TB Watch in the performance of its obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by the TB Watch. The failure of the County to complain of any act or omission to act by the TB Watch or to declare the TB Watch in default, irrespective of how long such failure continues, shall not constitute a waiver by the County of its rights under this Agreement.

8. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue including but not limited to applicable public records laws.

9. INDEMNIFICATION. TB Watch shall, to the extent permitted by law, protect, defend, indemnify, pay the cost of defense, and hold harmless the County, its agents, elected officials and employees from all damages, suits, actions or claims 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 construction or operation of the Project herein or its performance under the Agreement; or on account of any act or omission, neglect or misconduct of the TB Watch its agents, elected officials, employees, contractors, subcontractors; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or by, or on account of, any claim or amounts received under the Workers' Compensation Law or of any other laws, by-laws, ordinance, order or decree.

10. DUE AUTHORITY. Each party to this Agreement represents and warrants to the other party that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the party is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the party, enforceable in accordance with its terms.

11. ASSIGNMENT. No party to this Agreement may assign any rights or delegate any duties under this Agreement without the prior written consent of the other party.

12. NOTICES.

A. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested, to the authorized representative of the recipient provided below, or upon the date delivered by overnight courier (signature required) or emailed to the authorized representative of the recipient provided below:

TO THE COUNTY:
Steve Hayes, President & CEO
Visit St. Petersburg/Clearwater
8200 Bryan Dairy Rd. Suite 200
Largo, FL 33777
Steve@visitspc.com

TO TB WATCH:
Peter Clark, President
Tampa Bay Watch, Inc.
3000 Pinellas Bayway S.
Tierra Verde, FL 33715
PClark@tampabaywatch.org

B. Either party may change its authorized representative or address for receipt of notices by providing the other party with written notice of such change. The change shall become effective ten (10) days after receipt by the non-changing party of the written notice of change.

13. WAIVER. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a duly executed written modification to this Agreement.

14. GOVERNING LAW. This Agreement shall be construed in accordance with the Laws of the State of Florida.

15. JURISDICTION AND VENUE. Venue for any action brought in state court shall be in Pinellas County, Clearwater Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

16. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.

17. NO THIRD PARTY BENEFICIARY. Persons not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

18. HEADINGS. The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

19. NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT. This Agreement has been prepared by County and reviewed by the TB Watch and its professional advisors. The County, the TB Watch, and their professional advisors believe that this Agreement expresses their understanding and that it should not be interpreted in favor of, or against either party merely because of their efforts in preparing it.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

21. SEVERABILITY. Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

22. FUNDING OBLIGATION. This Capital Project Funding Agreement is not a general obligation of the County. It is understood by TB Watch that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make funds available for the purposes of this Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department thereof, beyond the funding budgeted and available for the purposes of this Agreement in the County's fiscal year. If funds are not appropriated by the County for any reason for any or all of this Agreement, the County agrees to notify TB Watch in writing of the failure of this appropriation, and upon receipt of this notice, this Agreement, and all rights and obligations contained therein, shall terminate without liability or penalty to the County. Notwithstanding the foregoing, the County shall not be prohibited from pledging any legally available Tourist Development Taxes for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the County pursuant to this Agreement.

23. INDEPENDENT CAPACITY.

A. The Parties agree that the TB Watch its officers, agents, and employees, in performance of this Agreement, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the County. TB Watch agrees to take such steps as may be necessary to ensure that any third-party TB Watch contracts with will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the County.

B. The TB Watch has no authority to and shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

24. DAMAGES. In no event shall either party be liable to the other (nor to any person claiming any right, title, or interest derived from, or as a successor to the agreement) for incidental,

consequential, or special damages of any kind, including without limitation, lost profits, or loss of business arising out of this funding agreement irrespective of whether the parties have advance notice of the possibility of such damage; provided however, the foregoing limitation does not apply to the indemnification obligations described in Section 9 herein.

25. PUBLIC RECORDS. TB Watch acknowledges that information and data relating to its services may be public records in accordance with Chapter 119, Florida Statutes. TB Watch agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, retain, and transfer public records in accordance with applicable laws and regulations, including but not limited to the Sec. 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, TB Watch agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes for locating and producing public records during the term of this Agreement.

26. RIGHT TO AUDIT.

A. All of the TB Watch's records related to this Agreement shall be open to inspection and subject to reproduction by the County during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the TB Watch pursuant to the execution of the Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating worksheets, correspondence, Change Order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this Agreement, and any records necessary to evaluate and verify costs as they may apply to costs associated with this Agreement.

B. For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to the said records from the effective date of this Agreement, for the duration of the Work, and until thirty-six (36) months after the date of final payment by the County to the TB Watch for performance under this Agreement. The TB Watch hereby agrees to maintain said records in safe and dry storage until the end of this time period.

C. The County shall have access to the TB Watch's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

27. TIME IS OF THE ESSENCE. Time is of the essence with respect to all provisions of this agreement and attachments hereto that specify a time for performance; provided, however, that the foregoing shall not be construed to limit a party's grace period allowed herein.

28. SURVIVAL. The terms and obligations of Sections 6, 7, 9, 22, 24, 25, and 26 of this Agreement shall survive the termination of this Agreement.

<Signature page follows>

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

WITNESSES:

TAMPA BAY WATCH, INC.

Sign: [Signature]

By: [Signature]
Peter A. Clark, President

Print: Wayne Virgint

Peter A. Clark

Sign: Marion L. Clark

Print: Marion L. Clark

ATTEST:
KEN BURKE, CLERK OF COURT

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Pat Gerard, Chairperson

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney

EXHIBIT A

Project Budget

Skanska Discovery Center TI 100% CD Drawings Costs in Dollars (\$)

B.1 Structure:	3,944
B.2 Exterior Enclosure	129,001
C.1 Interior Construction	144,990
D.3 HVAC / Plumbing	128,446
D.4 Fire Sprinkler	7,388
D.5 Electrical	102,953
Skanska Construction Contingency	18,085
Sub Bonds / SDI	7,337
CCIP	16,676
Builders Risk	6,464
Skanska P&P Bond	6,464
General Conditions	52,000
Skanska Fee	22,623
Total Skanska Costs	646,371
Tampa Bay Watch Owners Contingencies	65,000
TOTAL Tenant Improvement Construction Costs	\$711,371

Capital Tenant Improvement Funding Sources:

Pinellas County TDC	\$300,000
City of St. Petersburg Tenant Improvement Allocation	150,000
Milkey Family Foundation	150,000
Dedicated Individual, Foundation and Corporate Support (Specific names available upon request)	120,000
Total Available Capital TI Funds:	\$720,000

EXHIBIT B

Tourism Promotion Benefits

TB Watch shall provide at a minimum the following Marketing and/or Sponsorship benefits to Visit St. Pete/Clearwater (VSPC) as part of the Capital Project Funding Agreement for a period of 10 years from the actual date the facility opens for business which said date will be provided by TB Watch, but no later than October 31, 2020:

1) **Marketing & Advertising Benefits:**

- a. Inclusion of VSPC logo and/or branding to be placed on media dedicated to marketing Tampa Bay Watch Discovery Center through campaigns that include, but are not limited to, print, out-of-home, digital, social, e-mail, grassroots, radio and direct mail. Where space may not allow, TB Watch to notify VSPC.
- b. Inclusion of VSPC logo and/or branding on all ticket medium, including but not limited to hard ticket stock, digital, or any other form of future guest admission tickets/passes medium. Where space may not allow, TB Watch to notify VSPC.
- c. Inclusion of VSPC logo and/or branding on Tampa Bay Watch Discovery Center patron literature. Where space may not allow, TB Watch to notify VSPC.
- d. Collaborate with VSPC on joint marketing campaigns and activities through social media, advertising, direct sales, public relations and/or other programs as mutually determined by the Parties.
- e. VSPC will be the exclusive Tourism sponsor for the Tampa Bay Watch Discovery Center. VSPC retains the right to utilize the "Official Tourism Partner of the Tampa Bay Watch Discovery Center" designation.
- f. VSPC will be the exclusive Tourism sponsor for the Voluntourism program at Tampa Bay Watch Discovery Center. VSPC retains the right to utilize the "Official Tourism Partner of the Tampa Bay Watch Discovery Center Voluntourism Program" designation. VSPC will be promoted on Tampa Bay Watch Discovery Center webpage and receive logo inclusion on any program specific collateral TB Watch provides to the volunteers (e.g. t-shirts, bags, sunglasses). Where space may not allow, TB Watch to notify VSPC. VSPC and TB Watch will collaborate on joint promotion of these opportunities.

2) **PR Benefits:**

- a. TB Watch shall collaborate with VSPC on individual and group media tours, including digital content creation opportunities.
- b. Inclusion of VSPC information ("blurbs") on all Tampa Bay Watch Discovery Center Press Releases and Media Kits or the like. Such VSPC information shall be related to VSPC boilerplate press release language or to VSPC's designation as the "Official Tourism Partner of the Tampa Bay Watch Discovery Center and its Voluntourism Program." Where space may not allow, Tampa Bay Watch Discovery Center to notify VSPC.

3) Digital Benefits:

- a. Inclusion of link to VSPC website, VisitStPeteClearwater.com, in a mutually agreed upon location on Tampa Bay Watch Discovery Center's main website.
- b. TB Watch shall implement a website pixel, provided by VSPC, onto its main Tampa Bay Watch Discovery Center website. The pixel will allow for improved digital retargeting and provide TB Watch and VSPC robust visitor data, including bookings, visitor demographics and other pertinent booking information.
- c. Ability for VSPC and TB Watch to collaborate to utilize both Parties' social media channels for mutually agreed upon social media marketing campaigns jointly paid for by VSPC and TB Watch.
- d. TB Watch agrees to send an email on behalf of VSPC to Tampa Bay Watch Discovery Center opt-in list once a year, with an email provided by VSPC.

4) Event/Onsite Benefits:

- a. Acknowledgment of the Capital Funding contribution made by VSPC by way of permanent signage on the donor recognition wall, with a size appropriate to the donation level provided by VSPC, to be located at the main entrance to Tampa Bay Watch Discovery Center, near the guest ticketing line. TB Watch shall be responsible for all signage cost, including design and type (digital or static), subject to the approval of VSPC, which approval shall not be unreasonably withheld.
- b. Dedicated up-to-4-minute looped video presentation featuring tourism promotional footage (provided by VSPC). The visitor-focused, action-oriented video will highlight how a healthy, vibrant Tampa Bay improves live/work/play opportunities for visitors and residents. VSPC will be recognized with the VSPC logo and WhyWeLoveTampaBay.com website displayed on lower 1/3 of screen. VSPC will be responsible for purchasing the domain name and maintaining the webpage, WhyWeLoveTampaBay.com. The video will be displayed on a 55" screen, mounted in a custom cabinet, included in the Why We Love Tampa Bay exhibit. TB Watch will update the video content as frequently as necessary to keep the content accurate and fresh. All video content, editing, production and design costs for subsequent updates will be provided by VSPC, subject to the approval of TB Watch, which approval shall not be unreasonably withheld.
- c. The VSPC logo will be displayed in an appropriate place on the Why We Love Tampa Bay exhibit backdrop as determined by TB Watch. TB Watch shall be responsible for all production costs and design, subject to the approval of VSPC, which approval shall not be unreasonably withheld.
- d. TB Watch to provide access for VSPC's onsite survey team to collect tourism-related data and information of Tampa Bay Watch Discovery Center visitors. VSPC to develop the questionnaire and pay the cost for hiring and training staff as well as any promotional items used to incentivize participation. TB Watch shall provide space and power, if needed, upon request by VSPC at no charge to VSPC and as available. VSPC acknowledges the area outside of the Tampa Bay Watch Discovery Center will be managed by the City of St. Petersburg, or their

representatives. Approval for conducting surveys in the area will be at the City of St. Petersburg's exclusive and sole discretion.

5) Experiences/Tickets/Meeting Space

TB Watch shall provide the following:

- a. Three (3) annual complimentary dedicated Eco-tours for key VSPC clients (up to 20 guests per tour).
- b. Space on scheduled Eco-tours for VSPC clients, media, FAM tours, etc. (based on availability and with reasonable advance notice by VSPC).
- c. One (1) annual complimentary dedicated Eco-tour for VSPC staff and brand ambassadors (up to 20 guests per tour). TB Watch to provide two (2) additional complimentary dedicated Eco-tours for VSPC staff and brand ambassadors upon request from VSPC, should there be availability.
- d. Three (3) annual private evening events at the Tampa Bay Watch Discovery Center for up to 100 guests. Includes admission, programs and hosting with staff and volunteers. Catering, transportation, audio-visual, technology or other event needs will be the sole responsibility of VSPC.
- e. Two (2) annual private meetings at the Tampa Bay Watch Discovery Center for up to 25 guests. Includes admission, programs, and reasonable A/V requests. Catering, transportation, and other event needs will be the sole responsibility of VSPC.
- f. Based on availability, one (1) non-catered private meeting at the Tierra Verde location for up to 150 guests, to be held Monday - Thursday. Catering, transportation, audio visual, technology or other event needs will be the sole responsibility of VSPC.
- g. One hundred (100) admission tickets annually to Tampa Bay Watch Discovery Center for promotional tourist offers. A portion of the tickets provided will be leveraged across VSPC's social media channels for giveaways bringing added free exposure to Tampa Bay Watch Discovery Center. On a quarterly basis, VSPC shall provide TB Watch customer names and, if permission given, email addresses for those receiving free tickets.

6) Additional Benefits:

- a. TB Watch will facilitate introductions with VSPC staff, and actively lobby and promote St. Pete/Clearwater as the host site for the 2022 Restore America's Estuary Program (RAE) annual conference. Estimated attendance for the annual meeting is 1,000 conventioners, with an average length of stay of 6 nights.
- b. TB Watch will place print advertising in VSPC's official destination publication annually, at a discount rate generally offered to non-profit organizations and budget permitting.

7) Other:

- a. TB Watch will provide annual reporting to VSPC highlighting the marketing and/or sponsorship benefits provided, inclusive of clips, samples, audience reach and ad value.

- b. VSPC will provide reporting to TB Watch of earned media resulting from VSPC's efforts.
- c. The Parties shall endeavor to meet periodically to update the benefits inuring to each Party hereunder this agreement as new technology and marketing platforms are available to promote VSPC and Tampa Bay Watch Discovery Center as mutually agreed to by the Parties.
- d. In the event that VSPC or TB Watch are of the reasonable opinion that a particular marketing and/or sponsorship benefit is both generally outdated and not of value for the purposes of promoting VSPC or Tampa Bay Watch Discovery Center, VSPC or TB Watch shall be permitted to request a meeting with the other party to discuss the possibility of modifying or replacing the specific Marketing and/or Sponsorship benefit.