

**ST. PETERSBURG/CLEARWATER
FILM COMMISSION PRODUCTION AGREEMENT**

THIS AGREEMENT is made and entered into as of the 23 day of February, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida, for and on behalf of the St. Petersburg/Clearwater Film Commission, a department of Visit St. Petersburg/Clearwater hereinafter referred to as “County,” and Florida Tourism Industry Marketing Corporation, Inc., a Florida not for profit corporation, hereinafter referred to as “VISIT FLORIDA,” 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, Visit St. Petersburg/Clearwater (“VSPC”) is authorized to, and is responsible for, promoting tourism in Pinellas County, including funding activities, services, and marketing programs that have as one of its main purposes the attraction of tourists; and

WHEREAS, the County has agreed to provide tourist development tax funding through the St. Petersburg/Clearwater Film Commission (“Film Commission”) for the film production activities and services coordinated and operated by the Film Commission as described in the Promotion Program, as defined herein, to promote Pinellas County tourism.

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 June 30, 2021, unless otherwise terminated as provided herein.

2. The County agrees to pay to VISIT FLORIDA the total sum of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) (Promotion Fee), to promote and market Pinellas County tourism in connection with the production defined in the Promotion Program described in Exhibit A attached hereto and made a part hereof. The County shall pay the Promotion Fee in accordance with the following:

A. Fifty percent (50%) of the Promotion Fee shall be due and payable upon execution of this Agreement upon submittal of an invoice and the remaining Fifty percent (50%) of the Promotion Fee shall be due at completion of the Promotion Program, but in any event no later than June 30, 2021 unless terminated or extended by mutual written agreement of the parties and upon VISIT FLORIDA submitting an invoice with all documentation required by VSPC, at the address set out in Section 4.

B. Payment shall be made by the County to VISIT FLORIDA in accordance with §218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.”

3. A. VISIT FLORIDA shall organize, manage, operate and/or conduct the production activities and services, and be solely responsible for all costs and expenses, related to the Promotion Program.

B. VISIT FLORIDA represents and warrants that by and through its agents and subcontractors, it has substantial experience and skill in the business of organizing and promoting films and production and, by and through its agents and subcontractors, VISIT FLORIDA agrees to use its best efforts to organize, manage, operate and conduct its film project, “Life’s Rewards,” in a professional manner, calculated to create a quality product.

4. Each party hereby designates the person set forth below as its respective contract persons. 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 email, or by U.S. mail, postage prepaid, to the addresses as set forth below:

For the County:

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

For VISIT FLORIDA:

Chris Smith, Senior Manager, Co-op Programs
Visit Florida
2540 W. Executive Center Circle, Suite 200
Tallahassee, FL 32301
csmith@visitflorida.org

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

5. A. This Agreement may be terminated by either Party with thirty (30) days 'notice upon the material failure of the other Party to perform. Either Party shall have the opportunity to cure within the notice period, and upon curing the failure to perform within the notice period, the Agreement shall not be terminated. This Agreement may be terminated by either Party with sixty (60) days 'notice delivered to the other Party for any reason, irrespective of that Party's performance. Upon service of a Notice of Termination by either Party, both Parties shall immediately cease activity under this Agreement other than those already paid for or subcontracted for. County shall be responsible for all costs and fees incurred up to the date of service of a Notice of Termination.

B. The failure of either party to comply with any material provisions of this Agreement shall be considered a 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 VISIT FLORIDA in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate without penalty to the County.

6. VISIT FLORIDA 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. VISIT FLORIDA 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 Section 119.0701, Florida Statutes. County acknowledges that VISIT FLORIDA is also subject to Chapter 119, Florida Statutes. As required by s. 288.1226(13), F.S., VISIT FLORIDA shall place this Agreement on its website for public viewing.

7. VISIT FLORIDA shall, upon request, permit the County to examine or audit all records and documents related to the Promotion Program provided for in this Agreement. VISIT FLORIDA shall maintain all such records and documents for at least three (3) years following termination of the Agreement.

8. A. Neither the County nor VISIT FLORIDA 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 VISIT FLORIDA 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 VISIT FLORIDA of its business, whether caused by VISIT FLORIDA'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 VISIT FLORIDA or VISIT FLORIDA's assets, or upon the County in connection with services performed or business conducted by VISIT FLORIDA. Payment of all such taxes shall be the responsibility of VISIT FLORIDA.

C. VISIT FLORIDA shall 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 VISIT FLORIDA; 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, intellectual property claim, or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

9. A. VISIT FLORIDA 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, VISIT FLORIDA 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 VISIT FLORIDA, and at all times VISIT FLORIDA is and shall remain an independent contractor and not an agent of the County or VSPC.

H. Sections 7 and 8.A., B. and C. shall survive the expiration of the term or termination of this Agreement.

I. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida and the venue shall be in Pinellas County, Florida.

J. VISIT FLORIDA shall be solely responsible for securing all applicable permits and approvals relating to the film production activities and services.

K. By signing this Agreement as provided below, Signer attests to having the legal authority to enter into the Agreement on behalf of VISIT FLORIDA.

L. VISIT FLORIDA retains all rights to the creative materials produced pursuant to this Agreement. However, upon County's satisfaction of payment of all amounts described herein, VISIT FLORIDA grants to the County a perpetual, non-exclusive, worldwide, royalty-free, nonrevocable, sublicensable through multiple tiers license for the use of said materials for any purpose, whether commercial, editorial or otherwise.

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
Board of County Commissioners

**FLORIDA TOURISM INDUSTRY
MARKETING CORPORATION, INC.**

By: *Dave Eggers*
Dave Eggers, Chair

By: *Dana Young*
Dana Young (Jan 26, 2021 13:24 EST)
Dana Young, CEO



Jan 26, 2021

ATTEST:
KEN BURKE
Clerk of the Circuit Court and Comptroller

[Corporate Seal]

By: *Kenneth Carpenter*
Deputy Clerk

APPROVED AS TO FORM

By: *Michael A. Zas*
Office of the County Attorney

Exhibit A

Promotion Program (Subject to Change)

Overview: VISIT FLORIDA (VF) seeks to produce and distribute a new episodic video content series, titled 'Life's Rewards.' VF will produce an eight (8) episodic series, with each episode being up to twelve (12) minutes of content. Visit St. Petersburg/Clearwater (VSPC) will be the only complete series sponsor. VSPC deliverables will include the following:

1. Destination Integration

- a. Scripts and storylines will be adapted to reflect St. Pete/Clearwater location integration within the episodes.
- b. Destination will be integrated as much as possible without compromising the story.

2. On-Location Production

- a. Turn-key pre- and post- production for the full project, including creative development and logistics.
- b. VSPC will serve as an advisor to inform the series' destination-focused activities.

3. Post-Production

- a. VSPC team will receive one (1) round of proofing in post-production.

4. Complete Season Sponsorship Deliverables

- a. Inclusion in eight (8) episodes: est. 12 min.
- b. Distributed solely through VISIT FLORIDA's dedicated channel.
- c. Two (2) episode-focused promos for distribution on VSPC's marketing and channels.
- d. Twenty (20) promotional images.
 - i. 10 with key talent and locations.
 - ii. 10 behind-the-scenes.
- e. Unedited destination-focused, b-unit (no actors) footage and photography.
- f. Logo inclusion on key elements throughout.

5. Distribution

- a. Owned Media
 - i. VF's watch.VISITFLORIDA.com and OTT channels (over-the-top channels available across streaming and mobile).
 - ii. VISIT FLORIDA's web and social channels.
 - iii. VSPC's web and social channels for teasers (optional, drive to watch.VISITFLORIDA.com for full episode).
- b. Paid Media (costs will be covered by VISIT FLORIDA)
 - i. Video-centric digital media buy.
 - ii. 10M+ guaranteed impressions.
 - iii. 300K+ estimated views.
- c. VSPC will have the opportunity to further invest in paid media programs promoting the series if so desired.

6. Ideation with VF on extension opportunities and participation in the development of any selected opportunities.