

## **TOURISM PROMOTION AGREEMENT**

### Outback Bowl and Clearwater Beach Day

**THIS AGREEMENT** is made and entered into as of the 2 day of December, 2019 ("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 Tampa Bay Bowl Association, Inc., d/b/a Outback Bowl, 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 Outback Bowl and Clearwater Beach Day to be held January 1, 2020, and December 30, 2019, respectively ("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 July 1, 2020, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the total sum of Seventy-Five Thousand Dollars (\$75,000.00) ("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:  
Mike Schulze, Director  
Communications & Sponsorships  
Tampa Bay Bowl Association, Inc.



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

4211 W. Boy Scout Blvd., Suite 560  
Tampa, FL 33607  
Mike@outbackbowl.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 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.

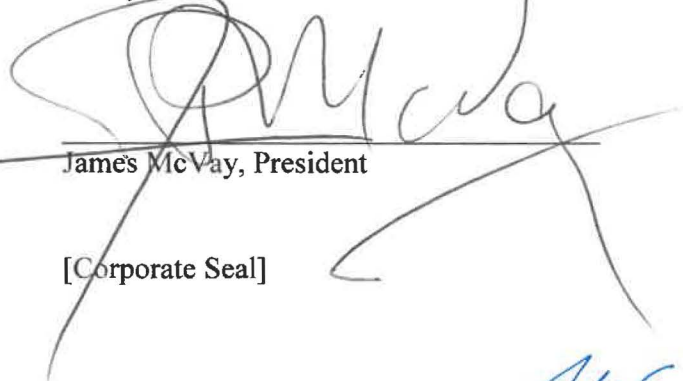
**IN WITNESS WHEREOF**, the Parties herein have executed this Agreement on the day and year first above written.

**PINELLAS COUNTY, FLORIDA**  
by and through its County Administrator



Barry A. Burton

**TAMPA BAY BOWL ASSOCIATION,  
INC., DBA OUTBACK BOWL**



James McVay, President

[Corporate Seal]

APPROVED AS TO FORM

By: Michael A. Zas  
Office of the County Attorney

MAS  
Initials

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

**Event Name: Outback Bowl & Clearwater Beach Day ("Outback")**  
**Event Dates: December 30, 2019 ("Beach Day"), January 1, 2020 ("Game Day")**  
**Funding Amount: \$75,000.00**  
**VIK Contribution: \$17,625.00**  
**Total Contribution: \$92,625.00**

I. VSPC will receive, in exchange for its financial support, the following benefits at no additional charge, except as noted:

A. Official Sponsor Designation Status:

- i. VSPC will receive Official Game Sponsor status with the Outback Bowl which provides blanket exposure over most every exposure vehicle the bowl offers in order to immerse the VSPC brand throughout almost everything the bowl does that reaches the fans. A sample of items include:
  - a. Brand logos included in regional newspaper ads in the Tampa Bay Times.
  - b. On VIP parking passes to the bowl game.
  - c. On sponsor banners displayed at numerous Outback Bowl events throughout the year.
  - d. On Outback Bowl online newsletters distributed via email directly to 35,000+ supporters throughout the country.

B. Marketing & Advertising Benefits:

- i. National TV Exposure
  - a. Segment of the Outback Bowl Preview Special will promote Clearwater Beach and the Beach Day event. The show airs four times nationally.
  - b. VSPC logo will be printed on at least two locations of the stadium field level banner wrap to be seen by game attendees and viewed on the international telecast of the bowl game.
  - c. Outback Bowl officials will work directly with network TV producers to encourage including "bumper" spots and mentions of Pinellas County during the international broadcast of bowl game (aired in more than 100 countries). Outback Bowl to provide VSPC B-roll footage along with footage from the Beach Day event directly to network production team.
- ii. Game Day Exposure
  - a. VSPC branding will be displayed on stadium digital boards throughout game day to include the main scoreboards, corner towerboards and ribbon boards. VSPC brand will appear more than 100 times during the game.
  - b. VSPC will have the opportunity to setup a display at the stadium during the public pregame fan experience to interact with fans and distribute branded items and information.
- iii. Print Advertising/Publications

- a. VSPC will receive one (1) full-page color advertisement in the Outback Bowl's Official Souvenir Game Program along with a feature on the area.
- b. VSPC will receive a full-page color advertisement in the Outback Bowl Official Fan Guide publication distributed directly to at least 10,000 fans that purchase tickets directly from the participating schools. The publication will also highlight numerous attractions from Pinellas County.

C. Digital/Social Media Benefits:

i. Internet & Social Media Exposure

- a. VSPC will receive multiple banners on the Outback Bowl website to include large banners and small banner ads appearing throughout the site. All ads link directly to VSPC site. The Outback Bowl website typically generates about 350,000 page views each year.
- b. Pinellas County attractions and bowl hotel partners will also be featured in key sections on the bowl website. An additional page will be dedicated to specifically highlight Clearwater & St. Petersburg.
- c. The Outback Bowl will continue to extensively promote Pinellas County and the VSPC website and digital platforms throughout the year on its social media platforms to include Facebook, Twitter, Instagram, YouTube and Pinterest. This includes pushing information and photos to the team social media pages once teams are announced to encourage fans to visit/stay in the county. Outback Bowl's platforms typically produce millions of impressions on social media.

D. Clearwater Beach Day Event Presenting Sponsorship:

- i. The Outback Bowl will produce an event titled "Clearwater Beach Day Presented by Visit St. Pete Clearwater" to be held December 30, 2019. The bowl will include the event on its official calendar and hold the event on Clearwater Beach, behind the Hilton Clearwater Beach. Both school's marching bands and cheerleaders will be featured at the event along with coaches and various players from each university. The event typically attracts thousands of fans and about 100 media.
- ii. The event will be referred to as "Clearwater Beach Day Presented by Visit St. Pete Clearwater" on Outback Bowl publications and promotion of the event by the bowl in Bowl Online Newsletters, Visitor/Fan Guide Brochures and on the Outback Bowl website.
- iii. The bowl will encourage visiting and local media to attend the event and recommend visiting radio and TV crews to do live remotes from Clearwater Beach. Typically about 100 media attend/cover the Clearwater Beach Day event.
- iv. VSPC will receive onsite activation opportunities at Beach Day to distribute brochures and/or branded premium items (t-shirts, sunglasses, etc.) to fans attending the Beach Day activities (premium items provided by VSPC).
- v. VSPC will be allowed to display extensive banner signage at the Beach Day event and VSPC logo will be included on all banners produced directly by the bowl for the event. Signage will be positioned to maximize sightlines for media covering the event.



- vi. VSPC will be mentioned in Clearwater Beach Day radio promotions/spots on local stations for two weeks in advance of the event valued at \$30,000+.

E. Additional Brand/Logo Recognition:

- i. Feature on Beach Day in the Outback Bowl online newsletter direct emailed to 34,000+ bowl supporter accounts throughout the country.
- ii. A representative from VSPC will be recognized on the field during the Pregame Show festivities at the Outback Bowl game.

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

A. Digital & Media:

- i. VSPC will provide a website pixel for Outback Bowl 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 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.
- iii. VSPC will provide an onsite survey team to collect tourism-related data and information during the Beach Day 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. Outback Bowl to provide space and power, if needed, upon request by VSPC and at no charge to VSPC. Estimated \$9,500.00 value.

B. Event Marketing:

- i. VSPC will provide a co-branded entranceway truss structure to be utilized in a mutually agreeable location at the Beach Day event. Signage to be produced by VSPC with Outback Bowl logo included. Structure and signage to be installed by VSPC vendor. Outback to secure permits, if required, at no cost to VSPC. Estimated \$3,000.00 value.
- ii. Upon receipt of materials, VSPC will distribute Outback collateral at other local VSPC-supported events leading into the event to promote Outback.