

TOURISM PROMOTION AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2016 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida, for and on behalf of Visit St. Petersburg/Clearwater hereinafter referred to as “County” and the Tampa Bay Sports Commission, Inc., a Florida not for profit corporation, hereinafter referred to as “TBSC.”

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 for the 2017 College Football Playoff National Championship and pre-game events to be held January 8-9, 2017 (“Event”), organized and operated by TBSC, 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 for a period of thirty (30) days after completion of the Event, unless otherwise terminated as provided herein.

2. The County agrees to pay to TBSC the total sum of Six Hundred Fifty Thousand Dollars (\$650,000.00) (Sponsorship Fee), as an Event sponsor, to promote and market Pinellas County tourism in connection with the Event as defined in the Host Committee Agreement benefits described in Exhibit A attached hereto and made a part hereof. The County shall pay the Sponsorship Fee in accordance with the following:

A. Fifty percent (50%) of the Sponsorship Fee shall be due and payable no earlier than November 15, 2016, upon submittal of an invoice and the remaining fifty percent (50%) of the Sponsorship Fee shall be due and payable on January 15, 2017, after completion of the Event, upon TBSC submitting an invoice for payment attached to all documentation required by VSPC, at the address set out in Section 4.

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

3. 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 U.S. mail, postage prepaid, to the parties’ addresses as set forth below:

For the County:

Tim Ramsberger, Deputy Director
Visit St. Petersburg/Clearwater
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
Tim@visitspc.com

For TBSC:

Rob Higgins, Executive Director
Tampa Bay Sports Commission, Inc.
401 E. Jackson St.
Tampa, FL 33602
RHiggins@visittampabay.com

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

4. A. The County reserves the right to terminate this Agreement, without cause, by giving thirty (30) days advance written notice to TBSC of its election to terminate pursuant to this provision.

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 TBSC in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate without penalty to the County.

5. TBSC acknowledges that information and data relating to or resulting from this Agreement may be public records in accordance with and subject to Chapter 119, Florida statutes and Pinellas County Public Records Policies. TBSC 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 Sec. 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, TBSC 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.

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

C. TBSC 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 TBSC; 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.

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

H. 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.

I. TBSC shall be solely responsible for securing all applicable permits and approvals relating to the film production activities and services.

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

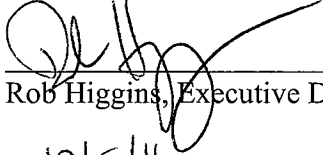
<SIGNATURE PAGE FOLLOWS>

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
Board of County Commissioners

Tampa Bay Sports Commission, Inc.

Chairman



Rob Higgins, Executive Director

Date

10/5/16

Date

ATTEST:
KEN BURKE

Deputy Clerk

APPROVED AS TO FORM

By:



Office of the County Attorney

Exhibit A

Host Committee Agreement between Pinellas County through Visit St. Petersburg/Clearwater and Tampa Bay Sports Commission, Inc. Memo of Understanding

Visit St. Petersburg/Clearwater (VSPC) Benefits:

1. Official Founding Partner of the 2017 College Football Playoff National Championship Host Committee
2. Presenting Partner of College Football Playoff Fan Beach Fest at Clearwater Beach on Sunday, January 8th (with corresponding advance promotion, media mentions and onsite activation). Tampa Bay Sports Commission (TBSC) to cover first \$40,000 in event costs. VSPC is not responsible for any event expenses unless otherwise expressed in writing by VSPC to TBSC and signed by either the Director or Deputy Director.
3. Inclusion in official fan housing program. (See attached “Fan Housing Addendum” (Exhibit B) for promotion details.) Overall room night impact for the entire region expected to surpass 60,000 hotel visitor room nights.
4. 50% of broadcast B-Roll inclusion for potential use on game broadcast
5. Equal logo recognition placement with Visit Tampa Bay (VTB) on all applicable promotional elements
6. Inclusion and speaking role in Kick-off Press Conference on April 26th at 2pm
7. Inclusion, speaking role and table for 10 at Countdown to the Championship Luncheon
8. One seat on Host Advisory Council
9. Inclusion in promo booths at Media Center, Playoff Fan Central and Championship Tailgate
10. Logo inclusion on host website and social media promotion
11. Inclusion in behind the scenes stadium tour for clients
12. Inclusion in host committee partner recognition slide (in-stadium) during National Championship Game
13. Half page advertisement in official game program
14. Logo inclusion on one billboard for 30 days out from the event (mutually agreed upon location near TIA)
15. VSPC will receive the following for VSPC invited tourism industry clients/guests and hosting staff/officials:
 - a. 50 lower level game tickets
 - b. 50 VIP pregame hospitality passes
 - c. 20 parking passes
 - d. 50 Playoff Fan Central Tickets
 - e. 50 tickets to Taste of the Championship
 - f. 50 VIP Playoff Playlist Live tickets (Saturday Night)

Exhibit B

FAN HOUSING ADDENDUM

Tampa Bay Sports Commission will promote participating Visit St. Petersburg/Clearwater hotels (from the original bid submission, contracted by “Fan Experiences”) as part of a customized fan housing program. The fan housing program will be marketed by Tampa Bay Sports Commission via several channels including, but not limited to the official Tampa Bay Local Organizing Committee website www.TampaBay2017.com, championship E-newsletter and social media. Visit St. Petersburg/Clearwater is encouraged to build out a separate custom button/banner on its website directly linking to the official website. Equitable billing will be afforded to both Hillsborough and Pinellas County fan housing properties through the official website. A custom “Championship Beach Hotels” option and a “Championship Campus Hotels” option will be created/promoted to ease navigation on the website. Fan Experiences, the official third party housing provider of the College Football Playoff, will invite all participating fan housing hotels to participate in a best practices/reservation management planning meeting in September. Should Pinellas fan housing blocks completely fill, TampaBay2017.com will link to Visit St. Pete/Clearwater website “Places to Stay” page to accommodate additional Pinellas reservation requests. The Tampa Bay Sports Commission will closely monitor all corporate/ancillary event bookings at St. Petersburg/Clearwater hotels directly attributed to the College Football Playoff National Championship.