

TOURISM PROMOTION AGREEMENT

Pier 60 Sugar Sand Festival

THIS AGREEMENT is made and entered into as of the 23 day of March, 2022 ("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 Sunsets at Pier 60 Society, Inc., 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 Pier 60 Sugar Sand Festival to be held April 8-24, 2022 ("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 October 24, 2022, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the sum of Forty-Five Thousand Dollars (\$45,000.00) for Sponsorship benefits and up to the sum of Thirty Thousand Dollars (\$30,000.00) for Marketing and Advertising expenditures for a total sum of Seventy-Five Thousand Dollars (\$75,000.00) as an Event sponsor, to sponsor, 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 funding herein in accordance with the following:

A. Marketing and Advertising expenditures shall be paid on a reimbursement basis upon submittal of required documentation to the County which shall include: (i) a copy of subcontractor/vendor invoices for which Event Organizer is seeking reimbursement; (ii) proof of payment of the invoices by the Event Organizer such as a cancelled check or acknowledgement of receipt of payment from the subcontractor/vendor; and (iii) documentation showing that the items invoiced were provided or produced such as proofs or samples that match the marketing plan attached hereto as Exhibit B and made a part hereof.

B. The funding herein 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 2.A and 2.H. at the address set out in Section 4.

C. 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."

D. In the event the Event Organizer: (i) cancels the Event or does not conduct the Event for any reason including, but not limited to, voluntary action or non-voluntary mandates; 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 funding herein on the revised terms as provided in said amendment. The parties further agree that if an Event Organizer cancels an event per (i, ii, or iii) above post a fully executed funding agreement but pre-event, the Event Organizer shall either: 1) remit any sponsorship funding monies advanced pre-event which were used for operating expenses minus any value received by County up until cancellation as determined by VSPC staff; or 2) seek reimbursement for allowable marketing deliverables per the agreement, but only as to those actual, verifiable marketing deliverable costs incurred by the Event Organizer up until the time of cancelling the event and to the extent of value received by County as determined by VSPC staff.

E. The Event Organizer shall repay the County for all illegal or unlawful expenditures of the funding herein, 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.

F. 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.

G. The Event Organizer may amend or revise the Promotion Program only with the prior written consent from the Director of VSPC, or his designee.

H. 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, including any documentation required in Exhibit A, and 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
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
Craig@VisitSPC.com

For the Event Organizer:

Lisa Chandler, Director
Sunsets at Pier 60 Society, Inc.
615 Pinellas St., Unit #1
Clearwater, FL 33756
Lisa@SugarSandFestival.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 fifteen (15) days advance written notice to the Event Organizer of its election to terminate pursuant to this provision. Should this Agreement be terminated, or the event postponed 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 postponement or termination of this Agreement, as determined by VSPC staff. 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, 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 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, 2.E., 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

By: 
Barry A. Burton

SUNSETS AT PIER 60 SOCIETY, INC.

By: 
Lisa Chandler, Director

[Corporate Seal]

APPROVED AS TO FORM

By: 
Office of the County Attorney


Initials

Pinellas County TDC Elite Event Funding FY22
Benefits & Deliverables
Exhibit A

Event Name: Pier 60 Sugar Sand Festival ("Event")
Event Dates: April 8-24, 2022
Marketing & Advertising Up To Funding Amount: \$30,000
Sponsorship Contribution: \$45,000
VIK Contribution: \$12,625
Total Contribution: \$87,625

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 to be designated as exclusive Presenting Sponsor of the Event: "Pier 60 Sugar Sand Festival Presented by Visit St. Pete Clearwater."
- ii. VSPC logo to be placed directly beneath or adjacent to Event logo.

B. Marketing & Advertising Benefits:

- i. Pursuant to the marketing plan submitted by Event, a copy of which is attached hereto as Exhibit B, VSPC will reimburse Event up to the sum of \$30,000 for pre-Event marketing deliverables upon submittal and acceptance of post-Event proof of performance documentation. Proof of performance shall include 3rd party invoice(s), proof of payment and proofs or samples that match the marketing plan.

C. Sponsorship Benefits

- i. VSPC logo to be included in all print collateral/media promoting the Event, including but not limited to:
 - a. Select television advertising, print materials, digital billboards and social platforms.
 - b. The Event banner (front) located at the base of Pier 60 for 5 weeks during peak season.
 - c. The volunteer "Sand Ambassador" apparel.
 - d. Sand sculpted logo located outside of exhibit.
 - e. One (1) vinyl sticker (24-inch circle) along Beach Walk for duration of the Event. (provided by and property of Event)
 - f. One (1) branded cornhole board on display during the Event for passive play. (provided by and property of Event)
 - g. Event website with hyperlink to VSPC website.
 - h. Event-issued credentials (minimum 800). VSPC has option to provide 800 branded lanyards.
 - i. Event tickets (both online and sponsor tickets)
 - j. VSPC tagged in all organic or paid media advertising programs/posts.
 - k. All email campaigns with hyperlink to VSPC website.
 - l. Three (3) custom feather flags. (provided by and property of Event)

- m. Three (3) custom banners to be displayed in prominent areas. (provided by and property of Event)
- ii. Event Onsite Benefits:
 - a. One (1) 10' x 10' exhibit space to display and distribute pre-approved promotional materials and items including non-food product sampling. Location to be mutually determined.
 - b. One hundred (100) admission tickets to Sugar Sand Walk Exhibit. Additional discounted tickets available for purchase.
 - c. Thirty (30) volunteer meal tickets for VSPC staff.
 - d. One (1) Sugar Sand & Sunsets VIP Dining Experience to include:
 - 1. Use of one (1) professionally hand-carved sand tables for up to eight (8) VSPC guests on Saturday, April 9, 2022.
 - 2. Three-hour decadent chef's choice, four course, culinary affair.
 - 3. Tour of Sugar Sand Walk Exhibit.
 - 4. Custom souvenir photo book for all guests, if available.
 - 5. Grand finale fireworks display over the water of Pier 60.
 - e. Name inclusion on exhibit soundtrack for 17 days.
 - f. Scheduled Copy Points for DJ. Minimum of five (5) announcements per day. Script to be provided by VSPC by March 18, 2022.
 - g. Opportunity to host FAM groups.
 - h. Event to provide water, ice, power (requirements TBD) and temporary storage if requested by VSPC and at no cost to VSPC.
 - i. VSPC Souvenir Photo Opportunity
 - 1. VSPC will have branding rights to the custom sand sculpture photo opportunity located with the footprint of the Event.
 - 2. Custom VSPC branded photo cover on all complimentary 5" x 7" souvenir photos. One (1) physical or digital photo to be provided to each adult and senior ticket purchased. All artwork, images, content and filters to be provided by VSPC. VSPC has option to collect consumer data via digital photo vendor.
 - 3. VSPC to have dedicated branding rights to one (1) page in the Event photo book (subject to availability). All artwork, images, content and filters to be provided by VSPC.

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

A. Digital & Media:

- i. VSPC will provide a website pixel for Event to implement onto its website (sugarsandfestival.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.
- ii. 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.

2022 PROPOSED MARKETING & MEDIA PLAN

CAMPAIGN TYPE		NOTES	Expense	In-Kind Trade
Out-of-Market Marketing			SUBTOTAL	SUBTOTAL
VSPC Co-Op			\$2,250.00	
Hearst AnyScreen OTT			\$5,000.00	
Billboards		Clear Channel Outdoor Media, 5 Digital Media Billboards in Pinellas and Hillsborough County		\$28,000.00
AAA Living Florida Print Campaign			\$8,000.00	
Orlando Market Spectrum Television			\$5,000.00	
Estrella/WMOR-TV		200/ 30 second spots	\$3,000.00	
Promotions		Out-of-market sweepstakes campaign AAA living	\$3,200.00	
Public Relations			SUBTOTAL	SUBTOTAL
Media Relations		City of Clearwater & Bandwagon destination marketing		\$30,000.00
Promotions		Hosting travel writers	\$4,000.00	
Promotions		VIP hotel sweepstakes	\$550.00	
BACA		Sponsorship development	\$270.00	
Amplify Clearwater		Sponsorship development	\$600.00	
Social Media			SUBTOTAL	SUBTOTAL
Social Media (Twitter, Facebook, Pinterest, Instagram)			\$10,000.00	
Online			SUBTOTAL	SUBTOTAL
Blog			\$1,000.00	
Website and E-Commerce			\$15,000.00	
Email Newsletter			\$900.00	
Advertising			SUBTOTAL	SUBTOTAL
Print		On Top Of The World Senior living	\$300.00	
Paradise Press Printing			\$3,000.00	
Television Commercials		Partnership with Spectrum		\$28,000.00
Branded Photo Opp.			\$45,000.00	
iHeart Media		Radio, website, social media		\$28,000.00
Video Production			\$9,000.00	
Promotional Marketing		Promotional Merchandise	\$2,500.00	

2022 PROPOSED MARKETING & MEDIA PLAN

CAMPAIGN TYPE	NOTES	Expense	In-Kind Trade
Professional Photography		\$3,000.00	
Market Research		SUBTOTAL	SUBTOTAL
Consulting Fee		\$20,000.00	\$0.00
Other		SUBTOTAL	SUBTOTAL
Business Cards		\$700.00	\$28,000.00
Signage	Partnership with College Wall Art		
Feather Flags		\$3,220.00	

TOTAL: \$287,490.00