

## **TOURISM PROMOTION AGREEMENT**

### Clearwater Jazz Holiday Wanderlust Series

**THIS AGREEMENT** is made and entered into as of the 13 day of December, 2020 ("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 Clearwater Jazz Holiday Foundation, 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 Clearwater Jazz Holiday Wanderlust Series of concerts to be held between November 1, 2020, and September 30, 2021 ("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 March 30, 2022, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the total sum of Fifteen Thousand Dollars (\$15,000.00) for Sponsorship benefits 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. Fifty percent (50%) of funding shall be due and payable upon completion of eleven (11) Wanderlust Series concerts. The remainder fifty percent (50%) shall be due and payable upon completion of seventeen (17) Wanderlust Series concerts. Payment will be made upon Event Organizer submitting an invoice for each payment with all documentation required in Section 2.G. 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 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) 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; 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.

D. 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.

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 total of two (2) written final reports to VSPC. The first report is due within forty-five (45) calendar days after completion of concert eleven (11) and the second is due within forty-five (45) calendar days after completion of concert seventeen (17). The reports 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. Pete Clearwater  
8200 Bryan Dairy Rd., Suite 200  
Largo, FL 33777  
Craig@VisitSPC.com

For the Event Organizer:  
Gary Hallas  
Clearwater Jazz Holiday Foundation, Inc.  
600 Cleveland St., Suite 100  
Clearwater, FL 33755  
Gary@clearwaterjazz.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 agreed upon by County 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, 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.

*<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 Director of  
Administrative Services

**CLEARWATER JAZZ  
HOLIDAY FOUNDATION, INC.**

By: Joe Lauro Dir Admin Svs  
Joe Lauro

By: Steve Weinberger CEO  
Steve Weinberger, CEO

**APPROVED AS TO FORM**

By: Michael A. Zas  
Office of the County Attorney

**Pinellas County TDC Elite Event Funding FY 21  
Benefits & Deliverables  
Exhibit A**

**Event Name: Clearwater Jazz Holiday Wanderlust Series ("CJH")  
Event Dates: Multiple Dates (Nov. 2020 – Sept. 2021)  
Marketing & Advertising Funding Amount: \$0  
Sponsorship Contribution: Up to \$15,000  
VIK Contribution at \$12,625  
Total Contribution: Up to \$27,625**

- I. VSPC will receive, in exchange for its financial support as outlined below, the following benefits at no additional charge for all Event Dates, except as noted:
- A. Official Designation Status: "In Partnership with Visit St. Pete Clearwater" designation on all collateral materials for CJH Presents Wanderlust Series.
  - B. Financial Terms
    - i. Upon completion of eleven (11) Wanderlust Series events, VSPC will provide financial support of \$7,500.
    - ii. CJH to produce a minimum of six (6) additional Wanderlust Series events, after which VSPC will provide an additional \$7,500 for a total not-to-exceed amount of \$15,000 on a post-event basis.
  - C. Marketing & Advertising Benefits
    - i. Use of VSPC Logo (Logo provided by VSPC) on all materials produced by CJH for marketing and advertising event showing In Partnership With (VSPC logo).
    - ii. VSPC to receive branding on ticket confirmation email to Wanderlust attendees.
    - iii. VSPC to be one of CJH's Education & Outreach Partners supporting the Clearwater Jazz Foundation. VSPC logo to be placed on CJH Education & Outreach page along with other partners.
    - iv. Develop incentive programs with strategic partners to promote awareness and area (includes partnerships with local hotels that promote events and offer discounts to guests).
    - v. Identify new partners and further develop creative relationships to enhance a unique attendee experience.
    - vi. Maximize and leverage partnerships with corporate sponsors, strategic partners, service providers and community volunteers to grow events.
  - D. Digital & Media Benefits
    - i. Official Event Website-VSPC logo representation included with hyperlink to VSPC website.
    - ii. Social Media Campaign utilizing Facebook, Instagram, Twitter, and You Tube to promote and inform attendees to the event along with partner social media outlets (i.e. Tampa Bay Times, VSPC, etc.).
    - iii. Web banners - VSPC logo representation on web banners placed in Times digital advertising targeting age demographics of 25-65.
    - iv. Utilize Media outlets and partnerships to promote awareness.

**E. Event On-Site Benefits**

- i. Display/Activation/~~Takeaway~~during CJH Wanderlust events for VSPC to touchpoint attendees.
- ii. Event Advertising (Content provided by VSPC).
  - a. Signage as mutually agreed upon.
  - b. Public Address Announcements throughout events calling attention and messaging to VSPC participation.

**F. Additional Benefits**

- i. CJH to provide the following to VSPC working staff, which includes but is not limited to brand ambassadors, street teams, media and photographers, if requested by VSPC and at no cost to VSPC:
  - a. Worker passes/credentials with appropriate access (all-access for VSPC media and photographers).
  - b. Parking passes.

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

- A. VSPC will provide a website pixel for CJH to implement onto 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.
- B. VSPC has option to perform an onsite survey or email survey, with assistance from CJH, to collect tourism-related data and information during the CJH. VSPC to develop the questionnaire and pay the cost for hiring and training staff as well as any promotional items used to incent participation. CJH to provide space, power, and email survey coordination, if needed, upon request by VSPC and at no charge to VSPC. Estimated \$9,500.00 value.