

## TOURISM PROMOTION AGREEMENT

Tampa Bay Super Bowl LV

**THIS AGREEMENT** is made and entered into as of the 15 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 the Tampa Bay Super Bowl LV Host Committee, Inc. a Florida not for profit corporation ("Event Organizer") (collectively, the "Parties," or individually, a "Party").

### **WITNESSETH:**

**WHEREAS**, the National Football League ("NFL") has awarded the February 7, 2021 Super Bowl LV game to Tampa Bay, Florida, and the Event Organizer has formed to organize and perform the host community's responsibilities and coordinate the event requirements established by the NFL; and

**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 Tampa Bay Super Bowl LV activities, services and events 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 August 7, 2021, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the total sum of One Million Dollars (\$1,000,000.00) ("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 Exhibits A and B 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 the Sponsorship Fee shall be due and payable no earlier than December 15, 2020, upon submittal of an invoice and the remaining fifty percent (50%) of the Sponsorship Fee shall be due and payable no earlier than February 8, 2021, upon Event Organizer submitting an invoice 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 and the Promotion Program attached hereto as Exhibits A and B.

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 final report to VSPC within forty-five (45) calendar days of Event completion, which shall include documentation establishing that the Event Organizer provided the promotional benefits described in the Promotion Program.

3. A. The Event Organizer shall organize, manage, operate and/or conduct the programs, activities, and events required by the NFL, 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:

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

For the Event Organizer:

Rob Higgins, President  
Tampa Bay Super Bowl LV Host Committee, Inc.  
201 N. Franklin St., Suite 2900  
Tampa, FL 33602  
RHiggins@tampabay.org

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, 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 Super Bowl Experience 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 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.

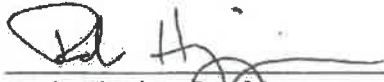
*<Signature page follows>*

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  
Board of County Commissioners

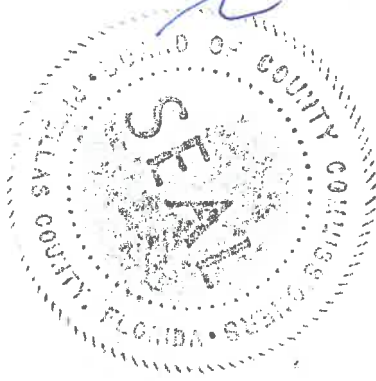
**TAMPA BAY SUPER BOWL LV  
HOST COMMITTEE, INC.**

By:   
Chair

By:   
Rob Higgins, President

ATTEST:  
KEN BURKE

By:   
Deputy Clerk



**APPROVED AS TO FORM**  
By: Michael A. Zas  
Office of the County Attorney



## **SUPER BOWL LV Exhibit A**

### **Game Information**

Date: Sunday, February 7, 2021

Location: Raymond James Stadium

Broadcast: CBS

### **Key benefits to Pinellas County**

#### **Accommodations:**

- NFL Staff, franchises, sponsors and fans currently have over 3,000 rooms per night blocked (three night or greater minimums) at 24 hotel properties in Pinellas County. This does not include non-sanctioned Super Bowl related business at other hotel properties.
- Pinellas County hotels are home to multiple broadcast networks (three currently).

#### **Ancillary Events and Venues:**

- There are 26 Pinellas event venues included in the Super Bowl Venue Allocation Program, which are being considered for potential ancillary events by NFL corporate partners and others.
- Multiple Super Bowl related events are currently already confirmed for Pinellas County and will be announced publicly in the near future.

#### **Forever 55 Social Legacy Inclusion:**

- Food Insecurity: 20 Title 1 schools in Pinellas will receive breakfast carts as part of our collaboration with GenYOUth.
- Early Learning: Identify 20 total families in Hillsborough, Pasco and Pinellas Counties (through healthcare partners, Tampa General Hospital and Advent Health) to participate in a First 1000 Days pilot initiative that will offer parenting and navigational assistance to the families that qualify. All three superintendents from Pinellas, Hillsborough and Pasco school districts will be involved in the initiative.
- Families: 20 Families will be selected from Metropolitan Ministries' residential programs or directly from neighborhoods significantly impacted by poverty in Hillsborough, Pinellas, and Pasco County and provided wrap-around case management services.

#### **Business Connect:**

- 30 Pinellas County companies are included in our Business Connect Program (minority-owned, female-owned, LGBTQ-owned and veteran-owned small business initiative).



**Sustainability:**

- As part of the Super Bowl LV Sustainability Program, NFL Green, the Host Committee, and sponsors plan to host a Greening Event at Maximo Park where there will be a Shoreline Restoration Project: Trees, mangroves and native vegetation will be planted to secure and stabilize the park coastline. Keep Pinellas Beautiful is coordinating and providing the matching grant.

**Community Ambassadors/Volunteers:**

- Several hundred volunteers from Pinellas are registered

**Pinellas inclusion in Super Bowl committees:**

- Host & Executive Committee
- Forever 55 Committee
- Business Connect Committee
- Social Justice Committee
- Sustainability Committee
- Technology Committee
- Regional Marketing Committee
- Social Media Committee (Social Media QB's)

**Other notes:**

- Pinellas will be home to additional operations usages such as the Transportation Center.
- Branding such as billboards and street pole banners will be in both St. Pete and Clearwater.

**Sponsorship:**

Here's a look at the public investments made by other entities:

- Florida Sports Foundation: \$1,500,000
- Hillsborough County TDC: \$3 million
- Visit Tampa Bay: \$1 million
- Tampa Bay Sports Commission: \$1 million

Other specific benefits are provided in Exhibit B





## **Exhibit B**

### **Visit St. Petersburg/Clearwater (VSPC) Partnership Benefits:**

- 1) Official Founding Partner of the Tampa Bay Super Bowl LV Host Committee.
- 2) One seat on Tampa Bay Super Bowl LV Host Committee's Executive Committee and Board of Directors.
- 3) Presenting Partner of Tampa Bay Super Bowl LV Host Committee's Beach Bash at Clearwater Beach on Saturday, February 6th (with corresponding advance promotion, media mentions and onsite activation). TBSC (Tampa Bay Sports Commission) 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.
- 4) Inclusion in official NFL housing program.
- 5) 50% of broadcast B-Roll inclusion for potential use on Super Bowl Week broadcasts.
- 6) Equal logo recognition placement with VTB on all applicable promotional elements.
- 7) Inclusion and speaking role at Super Bowl LV Host Committee Event.
- 8) Inclusion in individual entity site visits. For example, ESPN is currently strongly considering Pinellas County for their accommodations and broadcast set locations based on our joint recommendations. We would look to incorporate you on additional future opportunities and site visits along these lines.
- 9) VSPC promotional materials displayed at all community ambassador tables. Possible locations include media hotels, team hotels, and sponsor hotels as well as airport locations.
- 10) VSPC will receive a 30 x 30 activation space at Super Bowl Experience. The activation space will be in Water Works park. Super Bowl Experience will take place throughout the Riverwalk. Super Bowl Experience will open the weekend prior to Super Bowl and be open for seven days.
- 11) VSPC will receive a 10 x 10 activation space at the Host Committee Media Party. The party will be held the Tuesday of Super Bowl Week in Tampa.
- 12) Inclusion in promo booth at Super Bowl LIV Media Center in Miami.
- 13) Inclusion in promo booth at Super Bowl LV Media Center at Tampa Convention Center.
- 14) Host Committee Partner recognition on Host Committee website.
- 15) Partner recognition on select Host Committee social/digital platforms.
- 16) Inclusion in the Tampa Bay Super Bowl LV Social Media QB's program.
- 17) Inclusion in the Tampa Bay Super Bowl LV Social Media Command Center.
- 18) Recognition as a Host Committee partner at private events.
- 19) Inclusion in host committee partner recognition slide on LED Screens at Super Bowl Experience.
- 20) 10 Super Bowl LV Game Tickets for VSPC invited clients and promotional use.
- 21) 10 Super Bowl LV Pregame Hospitality Passes for VSPC invited clients and promotional use.
- 22) 4 parking passes.
- 23) Table for 10 at Kick-off Luncheon for VSPC invited clients and promotional use.
- 24) Passes to additional Host Committee events commensurate with investment level for VSPC invited clients and promotional use.

In exchange for this marketing and hospitality package, Event Organizer is requesting a \$1 million investment to help offset event expenses. Please note that this does not include VSPC activation costs.

*Note: For the 2009 Super Bowl game, VSPC's commitment was \$750,000*