

**AGREEMENT BETWEEN THE
FLORIDA TOURISM INDUSTRY MARKETING CORPORATION, INC.,
d/b/a VISIT FLORIDA®,
AND
PINELLAS COUNTY THROUGH ST. PETERSBURG/CLEARWATER FILM COMMISSION**

THIS AGREEMENT ("Agreement") is made and entered into by and between the Florida Tourism Industry Marketing Corporation, Inc., doing business as VISIT FLORIDA®, hereinafter referred to as "VISIT FLORIDA," and Pinellas County through St. Petersburg/Clearwater Film Commission, hereinafter referred to as "COUNTY" or "VSPC." VISIT FLORIDA and COUNTY or VSPC are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

PURPOSE: VISIT FLORIDA enters into this Agreement for the purpose of executing the Scope of Work attached hereto as Exhibit A.

1. **Term.** This Agreement shall become effective on 11/08/2021, and shall end on 09/30/2022.
2. **Termination.** This Agreement may be terminated by either Party with sixty (60) days' notice delivered in the manner set forth in Section 7 herein upon the material failure of the other Party to perform. Either Party shall have the opportunity to cure within the notice period.
3. **Agreement Managers.**

VISIT FLORIDA
c/o Chris Smith
2540 Executive Center Circle West
Suite 200
Tallahassee, FL 32301
csmith@visitflorida.org

St. Petersburg/Clearwater Film Commission
Tony Armer
8200 Bryan Dairy Rd Suite 200
Largo, FL 33777
tony@visitspc.com
(727) 464-7240

4. **Public Records.** The Parties understand that both COUNTY and VISIT FLORIDA are subject to Chapter 119, Florida Statutes ("F.S."), and may only withhold and keep confidential those records in its possession that are made confidential or exempt from disclosure by Florida law. The Parties will fully cooperate with each other to comply with the requirements of Florida's public records laws. COUNTY will not knowingly provide VISIT FLORIDA any documents that are confidential and exempt from disclosure under public records laws, or marked "confidential." COUNTY agrees that its marking of any document as "confidential" at the time it is delivered to VISIT FLORIDA may nonetheless be distributed by VISIT FLORIDA to a third party upon request without notice to COUNTY, and that the delivery of any document to VISIT FLORIDA under any circumstance shall immediately destroy any preexisting confidentiality the document may have had prior to being delivered to VISIT FLORIDA,

except to the extent the document is expressly made confidential by Florida law. As required by Section 288.1226(13)(a), F.S., VISIT FLORIDA will post this Agreement, including all attachments and exhibits hereto, in its entirety on its website for public viewing. All communications, expenditure information, and any other information concerning this Agreement provided to VISIT FLORIDA may be made public at any point in time unless otherwise made confidential by Florida law.

5. **Venue.** This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the appropriate state Court in the Second Judicial Circuit in and for Leon County, Florida. COUNTY and VISIT FLORIDA waive any right to a jury trial.
6. **Indemnification and Insurance.** Each party agrees to be responsible for its own negligence and that of its employees and agents, subject to any limitations on liability established by law, including the provisions of F.S. 768.28. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability by the COUNTY under the doctrine of sovereign immunity or F.S. 768.28.
7. **Exclusive Agreement.** This Agreement is an exclusive and personal agreement for professional services and products and may not be assigned by COUNTY without prior written approval of VISIT FLORIDA.
8. **Force Majeure.** Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster (e.g., hurricanes), accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers of goods or services, or any other cause beyond the reasonable control of such Party. Either party has the right to terminate this Agreement upon written notice provided to the other Party if a Force Majeure event substantially affecting that party's ability to perform the obligations created by this Agreement occurs.
9. **Record Maintenance.** COUNTY shall retain and maintain for a period of five years all records related to this Agreement and shall make such records available for an audit as may be requested. Records shall include independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, third-party invoices, proof of performance, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement. The records maintained by COUNTY shall be subject at all times to inspection, review, or audit by VISIT FLORIDA, the Florida Department of Economic Opportunity, state personnel of the Office of the Auditor General, the Chief Financial Officer, Office of Chief Inspector General, or other personnel authorized by the Florida Department of Economic Opportunity.
10. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default under this Agreement will impair any such right, power, or remedy of either Party, nor will such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

11. **Severability.** If any term or provision of this Agreement or portion thereof is in conflict with any applicable statute or rule, or is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such term, provision, or portion thereof shall be deemed to be null and void, shall be severed from this Agreement, and shall not invalidate any other provision of this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.
12. **Merger.** This writing contains the entire understanding of the parties with respect to the performance of services under this Agreement. No representations made or relied upon by either Party, other than those that are expressly set forth within or provided for by this Agreement, are a part of this Agreement. Any "purchase order," or similar document generated by COUNTY or received by VISIT FLORIDA shall be for billing reference only and, notwithstanding any terms and/or conditions set forth therein, such document shall not take precedence over this Agreement.
13. **Modification.** This Agreement may not be altered, modified, amended, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the Parties. Additionally, any such modification, amendment or change becomes effective as of the last date signed by the necessary Parties or such later date as the Parties may agree therein. However, either Party may change its Agreement Manager and contact information by notifying the other Party's Agreement Manager by electronic mail.
14. **Contract Eligibility.** VISIT FLORIDA's funding agreement with the State of Florida places limitations on its ability to subcontract with certain vendors. Therefore, COUNTY affirms that it is not (1) listed on Florida's Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on Florida's Scrutinized Companies with Activities in Sudan List or Florida's Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., (4) engaged in business operations in Cuba, Syria, or Venezuela, (5) listed on Florida's Discriminatory Vendor List created pursuant to s. 287.134, F.S., or (6) listed on the State of Florida's convicted vendor list established pursuant to s. 287.133. COUNTY agrees that should any of the above affirmations become false during the term of the Agreement that VISIT FLORIDA may terminate the Agreement immediately. COUNTY agrees to provide VISIT FLORIDA with written notice immediately should any of the above affirmations become false during the term of the Agreement.
15. **Non-Discrimination.** COUNTY shall not discriminate against any employee, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status.
16. **Compliance with Laws.** COUNTY agrees to comply with all applicable national, state, and local laws in the performance of its obligations pursuant to this Agreement.
17. **E-Verify.** COUNTY will use the E-Verify system to verify that all new employees it hires to work in the United States are lawfully authorized to work in the United States. COUNTY attests that it does not employ, contract, or subcontract with any individual or individuals to do work in the United States of America who are unauthorized to

perform work in the United States of America. By signing this document, I declare under penalty of perjury that I have read this paragraph and the facts stated in it are true.

- 18. **Attorney Fees.** Unless authorized by law and agreed to in writing by VISIT FLORIDA, VISIT FLORIDA shall not be liable to pay attorney fees, costs, interest, or cost of collection in conjunction with this Agreement or in relation to claims or controversies relating to or arising from this Agreement.
- 19. **Execution of Agreement.** The parties agree that the execution of this Agreement may be by electronic signature and maintained and transacted by electronic record. Additionally, this Agreement may be signed in any number of counterparts. Each counterpart is an original. Together, all counterparts form one single document.

IN WITNESS HEREOF, by signature below, both parties agree to abide by the terms, conditions, and provisions of this Agreement document.

Florida Tourism Industry Marketing Corporation, Inc., d/b/a VISIT FLORIDA®


Dana Young (Sep 1, 2022 07:31 EDT)

Signature:

Printed Name: Dana Young

Date: Sep 1, 2022



**PINELLAS COUNTY, FLORIDA
by and through its
Board of County Commissioners**

BY: 
Charlie Justice, Chairman

Date: September 26, 2022.

ATTEST:
KEN BURKE
Clerk of the Circuit Court and Comptroller

BY: 

EXHIBIT A
PRODUCTION
SCOPE OF WORK

1. VSPC agrees to pay to VISIT FLORIDA the sum of \$250,000.00 to promote and market Pinellas County tourism in connection with the production of Life's Rewards Season 2.
2. In exchange for the sum described in paragraph 1 above, VISIT FLORIDA hereby grants to VSPC a non-exclusive, worldwide, perpetual license for the use of the eight (8) episodes of Life's Rewards Season 2 ("Content"). VISIT FLORIDA retains primary ownership of the Content.
3. VSPC shall receive the following deliverables:
 - a. Destination Integration
 - i. Scripts and storylines will be adapted to reflect St. Pete/Clearwater location integration within the episodes.
 - ii. Destination will be integrated as much as possible without compromising the story.
 - b. Production
 - i. Pre-production including schedule, casting, locations and more.
 - ii. Turn-key pre- and post- production for the full project, including creative development and logistics.
 - iii. Production including filming.
 - iv. VSPC will serve as an advisor to inform the series' destination-focused activities.
 - c. Post-Production
 - i. Editing and delivery.
 - ii. VSPC team will receive one (1) round of proofing in post-production.
 - d. Complete Season Sponsorship Deliverables
 - i. Destination inclusion in eight (8) episodes: est. 12 min. per episode.
 - ii. Distributed solely through VISIT FLORIDA's dedicated channel.
 - iii. Two (2) episode-focused promos for distribution on VSPC's marketing and channels.
 - iv. Twenty (20) promotional images.
 1. 10 with key talent and locations.
 2. 10 behind-the-scenes.
 - v. Unedited destination-focused, b-unit (no actors) footage and photography.
 - vi. Logo inclusion on key elements throughout.
 - e. Distribution
 - i. Owned Media
 1. VISIT FLORIDA's watch.VISITFLORIDA.com and OTT channels (over-the-top channels available across streaming and mobile).
 2. VISIT FLORIDA's web and social channels.
 3. VSPC's web and social channels for teasers (optional, drive to watch.VISITFLORIDA.com for full episode).
4. Payment Terms: Total compensation for services rendered pursuant to this Agreement is \$250,000.00, payable on or before November 14, 2022.