

FINALIZED-AGREEMENT

THIS FINALIZED-AGREEMENT is made and entered into this 28 day of January, 2025, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter the ("County"), for and on behalf of Visit St. Pete-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, on August 13, 2024, the Board of County Commissioners approved funding for the Clearwater Jazz Holiday as part of the 2025 Elite Event Program; and

WHEREAS, on September 25, 2024, the County and Event Organizer agreed to the terms and deliverables of the Tourism Promotion Agreement (hereinafter "Agreement") subject to the execution of same; and

WHEREAS, the Agreement was for sponsorship of the Clearwater Jazz Holiday (event) wherein the Event Organizer agreed to promote and market Pinellas County tourism in connection with the event and County agreed to pay Event Organizer a Sponsorship Fee; and

WHEREAS, based on approval of funding but before the Agreement was fully signed, the Event Organizer proceeded to market and promote the destination in accordance with the negotiated deliverables; and

WHEREAS, on October 13, 2024, after initiating the marketing and promotion of the destination, through no fault or delay of the Event Organizer and prior to the Agreement being signed by either party, the event was cancelled due to the impending hurricane known as Milton; and

WHEREAS, the County now acknowledges that it has received certain marketing and promotional tourism benefits despite the fact that the Agreement had not yet been signed and given the specific circumstances herein recognizes the Event Organizer is entitled to be compensated for certain benefits which were received and are incorporated in Exhibits A and B attached hereto and made a part hereof; and

WHEREAS, County and Event Organizer now wish to finalize the Agreement to allow for compensation of expenditures determined allowable by the County.

NOW THEREFORE, the Parties agree as follows:


1. The County agrees to this Finalized Agreement as agreed upon by the Parties. Specifically, the County shall compensate the Event Organizer herein the total sum of Seventy-Five Thousand Dollars (\$75,000.00) for benefits received by the County from the promotion and marketing of Pinellas County tourism by Event Organizer in connection with the marketing and promotion of the subsequently cancelled event.
2. This Finalized Agreement shall be retroactive to October 1, 2024, and will remain in full force and effect until March 31, 2025.

<Signature page follows>

SAW

IN WITNESS WHEREOF the parties herein have executed this Finalized Agreement as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

By: 
Barry A. Burton

**CLEARWATER JAZZ HOLIDAY
FOUNDATION, INC.**

By: , CEO
Steve Weinberger, CEO

APPROVED AS TO FORM

By: Amanda S. Coffey
Office of the County Attorney

**Pinellas County TDC Elite Event Funding FY25
Benefits & Deliverables
Exhibit A**

**Event Name: Clearwater Jazz Holiday ("Event")
Event Dates: October 17-20, 2024
Marketing & Advertising Up To Funding Amount: \$60,000
Sponsorship Contribution: \$15,000
Total Contribution: \$75,000**

I. VisitSPC will receive, in exchange for its financial support, the following benefits at no additional charge, except as noted:

A. Official Designation Status: "In Partnership with Visit St. Pete-Clearwater" designation on all collateral materials for Event.

B. Marketing & Advertising Benefits

- i. Pursuant to the marketing plan submitted by Event, a copy of which is attached hereto as Exhibit B, VisitSPC will reimburse Event up to the sum of \$60,000 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 and other such documentation as may be required by VisitSPC.

C. Sponsorship Benefits

i. Logo Placements

1. Use of VisitSPC (Logo provided by VisitSPC) on all materials produced by Event for marketing and advertising event showing In Partnership With: VisitSPC logo.
2. Broadcast: Event has PSA spots running starting in September on partner channels from Spectrum, 10 News, WTOG 44 and WEDU. VisitSPC to be represented as "Visit St. Pete.-Clearwater" in all spots.
3. Static & Digital Billboard advertising for the Clearwater Jazz Holiday in Orlando, Hillsborough, Sarasota & Pinellas markets – VisitSPC logo included.
4. Prominent Placement of VisitSPC logo on the 2024 Event poster.

ii. Digital & Media Benefits

1. Official Event Website-VisitSPC logo representation included with hyperlink to VisitSPC website.
2. Social Media integration through Facebook, Instagram, and YouTube along with hashtags for social media interaction.
3. Web banners-VisitSPC logo representation on web banners placed in targeted internet properties (Yahoo, Google, etc.) and produced by Event.

EXHIBIT B

45th Clearwater Jazz Holiday Desitination Marketing Expense October 17 &20, 2024

Payment Method	Account Card/Check Number	Trans. Date	Reference ID	Description	Amount Paid	Amount Encumbered	TOTAL Amount Paid
check	3455	10.2.24	9-24-AAA1005	AAA - Hour Media	8,000.00		8,000.00
check	3453	10.2.24	#2024-8-23078 Int Plaza; #2024-9-23685 Int Plaza	Blue Outdoor LLC	2,385.00		2,385.00
check	3440	9.11.24	#24182586 - 40k Jazz Brochures	C&D Printing Company	5,843.00		5,843.00
check	3443	9.12.24	#16155148	Clear Channel Outdoors	1,960.00		1,960.00
			Anticipated Billing	Clear Channel Outdoors		3,520.00	3,520.00
check	3464	10.18.24	#52329 Aug 24	Downbeat	2,500.00		2,500.00
check	3461	10.17.24	#72400109994	Vector Media Holding - Hart-Tampa	780		780.00
check	3471	11.29.24	#72400108790 & #72400108790	Vector Media Holding - Hart-Tampa	1840		1,840.00
check	3444	9.12.24	#29870	JamBase	2,050.00		2,050.00
check	3457	10.2.24	#92768533 - Sept 24	Orlando	1,500.00		1,500.00
check	3452	10.2.24	#162648	Southern Travel - South Shore Media	2,350.00		2,350.00
check	3423	8.9.24	July	Tampa Bay Times	1,250.00		1,250.00
check	3441	9.11.24	August	Tampa Bay Times	10,375.00		10,375.00
check	3462	10.17.24	Sept	Tampa Bay Times	13,375.00		13,375.00
Corp Card	Last 4 - 5939	6.26.24	7801989416581385-7707294486050875	Meta	431.00		431.00
Corp Card	Last 4 - 5939	6.28.24	7855789147868079-7724689254311398	Meta	152.27		152.27
Corp Card	Last 4 - 5939	7.8.24	7868258909954435-7918332084947116	Meta	527.15		527.15
Corp Card	Last 4 - 5939	7.19.24	7908124959301158-7885976364849353	Meta	492.59		492.59
Corp Card	Last 4 - 5939	7.29.24	8404971956283119-7932131923567135	Meta	753.06		753.06
Corp Card	Last 4 - 5939	8.12.24	8049129881867331-8073036526143338	Meta	700.11		700.11
Corp Card	Last 4 - 5939	8.24.24	7999673683479626-7999673686812959	Meta	900.00		900.00
Corp Card	Last 4 - 5939	8.31.24	8228242070622783-8121578111289181	Meta	169.40		169.40
Corp Card	Last 4 - 5939	9.10.24	8091727380940917-8159983510781968	Meta	0.44		0.44
Corp Card	Last 4 - 5939	9.15.24	8125972350849753-8253385604775092	Meta	900.00		900.00
Corp Card	Last 4 - 5939	9.29.24	8479875032126149-8479875048792814	Meta	736.19		736.19
Corp Card	Last 4 - 5939	10.11.24	8714208798692772-8710832389030411	Meta	600.00		600.00
TOTAL Amount Paid							64,090.21