

## TOURISM PROMOTION AGREEMENT

### Clearwater Jazz Holiday

**THIS AGREEMENT** is made and entered into as of the 10 day of October, 2018 ("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 nonprofit 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 to be held October 18-21, 2018 ("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 April 21, 2019, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the total sum of Seventy-Five Thousand Dollars (\$75,000.00) ("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 Exhibit A attached hereto and made a part hereof ("Promotion Program"). The County shall pay the Sponsorship Fee in accordance with the following:

A. The Sponsorship Fee 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 2G 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; 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 Sponsorship Fee on the revised terms as provided in said amendment.

D. The Event Organizer shall repay the County for all illegal or unlawful expenditures of the Sponsorship Fee, 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 written final report to VSPC within forty-five (45) calendar days of Event completion, subject to timing of report from research vendor, if applicable, which at a minimum shall include documentation establishing that the Event Organizer provided the promotional benefits described in the Promotion Program, 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  
Visit St. Petersburg/Clearwater  
8200 Bryan Dairy Rd., Suite 200  
Largo, FL 33777  
Craig@VisitSPC.com

For the Event Organizer:  
Gary Hallas  
Clearwater Jazz Holiday Foundation, Inc.  
P.O. Box 7278  
Clearwater, FL 33758  
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 thirty (30) days advance written notice to the Event Organizer of its election to terminate pursuant to this provision.

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.

D. The Event Organizer shall secure and maintain the insurance coverages set out in Exhibit B attached hereto for the Event.

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 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 grant 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 grant 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




Mark S. Woodard

**CLEARWATER JAZZ HOLIDAY  
FOUNDATION, INC.**

By:  CEO  
Steve Weinberger, CEO

APPROVED AS TO FORM

[Corporate Seal]

By:   
Office of the County Attorney

**Pinellas County TDC Elite Event Funding FY 18-19**  
**Benefits & Deliverables**  
**Exhibit A**

**Event Name: Clearwater Jazz Holiday (“CJH”)**

**Event Dates: October 18-21, 2018**

**Funding Amount: \$75,000.00**

**VIK Contribution: \$16,500.00**

**Total Contribution: \$91,500.00**

I. VSPC 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” designation along with City of Clearwater and Ruth Eckerd Hall on all collateral materials for CJH.

B. 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. Broadcast: CJH has over 1,000 PSA spots running starting in September on partner channels from Spectrum and 10 News. VSPC logo to be included in all spots.
- iii. Digital Billboard advertising for the CJH in Orlando, Hillsborough, Sarasota & Pinellas Markets – VSPC logo included.
- iv. One (1) ½ page advertisement provided by VSPC in Official Guide to the CJH; 24-36 Special Section Sunday insert into Tampa Bay Times newspaper with an insertion of over 325k.
- v. Prominent Placement of VSPC logo on the 2018 CJH poster.

C. Digital & Media Benefits

- i. Official Event Website-VSPC logo representation included with hyperlink to VSPC website.
- ii. Social Media integration through Facebook, Instagram and YouTube along with hashtags for social media interaction.
- iii. Web banners – VSPC logo representation on web banners placed in targeted demographics internet properties (Yahoo, Google, etc.) and produced by CJH.
- iv. GEO Fencing Targeted campaign to other festival attendees (New Orleans Jazz & Heritage Festival, Okeechobee Festival and other select festivals).

D. Event Onsite Benefits

- i. 20x20 Display/Activation Space during CJH for VSPC to touchpoint attendees. VSPC is permitted to utilize mobile street teams.
- ii. Event Advertising (Content provided by VSPC).
  - a. Signage-VSPC logo on Stage tower located next to main stage.
  - b. Public Address Announcements throughout event calling attention and messaging to VSPC participation.
  - c. Video Board Commercials-two (2) :30 second VSPC commercials (in conjunction with other sponsors) to be shown on a wide screen during stage breaks throughout event (approximately 10 airings).

- iii. On-stage presentation opportunity for VSPC representative to address attendees during the event.
  - iv. Event onsite beer garden to be branded as the “Gulp Coast Beer Garden”. VSPC has option to provide one (1) 10’ x 10’ branded exhibit area, signage and flags to be installed by Event at no cost to VSPC. Event, in conjunction with its beer distributor, to make best efforts to serve a minimum of one (1) local Gulp Coast beers within the footprint. Gulp Coast logo to be included on all maps produced by the event.
- E. Additional Benefits
- i. Tickets and Credentials for VSPC invited clients and promotional use:
    - a. Twenty (20) VIP credentials per day
    - b. Twelve (12) Bistro credentials per day
    - c. Forty (40) General admission tickets per day
    - d. Twenty (20) Parking passes per day
  - ii. CJH to provide worker passes and parking passes for VSPC working staff, as requested by VSPC and at no cost to VSPC.
  - iii. CJH to provide meals to VSPC working staff under the event’s volunteer meal program, as requested by VSPC and at no cost to VSPC.
  - iv. CJH to provide water and ice to VSPC working staff, as requested by VSPC and at no cost to VSPC.
  - v. CJH to provide power (requirements TBD) to VSPC display booth, as requested by VSPC and at no cost to VSPC.
  - vi. CJH to provide golf cart access to VSPC staff, if requested by VSPC and at no cost to VSPC.
- II. VSPC will provide the following marketing and digital spends on behalf of CJH:
- A. Digital & Media
- i. VSPC will spend \$2,000.00 in a digital campaign, including SEM (searching engine marketing) across various platforms leading into the event to promote CJH.
  - ii. VSPC will provide a website pixel for CJH to implement onto its website (ClearwaterJazz.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 \$5,000.00 value.
  - iii. 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. CJH to provide space and power, if needed, upon request by VSPC and at no charge to VSPC. Estimated \$9,500.00 value.
  - iv. A portion of the tickets provided will be leveraged across VSPC’s social media channels for giveaways bringing added free exposure for the event.
- B. Event Marketing: Upon receipt of materials, VSPC will distribute CJH collateral at other local VSPC-supported events leading into the event to promote CJH.

## Exhibit B – INSURANCE REQUIREMENTS

**Notice:** The Event Organizer must provide a certificate of insurance and endorsement in accordance with the insurance ten requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a (10) day period following the determination or recommendation of lowest responsive, responsible Event Organizer may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible Event Organizer.

- a) Bid submittals should include, the Event Organizer's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Event Organizer does not currently meet insurance requirements, Event Organizer shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation prior to commencement of work.
- b) Within 10 days of **contract award** and prior to commencement of work, Event Organizer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with bid was a compliant certificate no further action may be necessary. It is imperative that Event Organizer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Event Organizer to the County at least thirty (30) days prior to the expiration date.
  - (1) Event Organizer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Event Organizer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Event Organizer of this requirement to provide notice.
  - (2) Should the Event Organizer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement the County, at its sole discretion, may purchase such coverages necessary for the protection of the County and charge the Event Organizer for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- e) The County reserves the right, but not the duty, to review and request a copy of the Event Organizer's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.



## Exhibit B – INSURANCE REQUIREMENTS

- f) If subcontracting is allowed under this Bid, the Prime Event Organizer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Event Organizer and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Event Organizer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Event Organizer to the County at the election of Owner upon termination of the Contract; (3) provide that any Party listed in (g)(3) below will be an additional indemnified party of the subcontract (4) provide that any Party listed in (g)(3) below will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of any Party listed in (h)(3) below and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Event Organizer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

The Event Organizer shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Event Organizer shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from companies Licensed to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- g) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Event Organizer is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Event Organizer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County a Political Subdivision of the state of Florida as an Additional Insured. Indicating coverage on certificate boxes is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with Certificate.
- (4) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (6) All policies shall be written on a primary, non-contributory basis.
- (7) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Event Organizer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.

**Exhibit B – INSURANCE REQUIREMENTS**

- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Event organizer and subcontractor(s). Indicating such coverage on certificate is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with Certificate.
- (9) For acceptance of any coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of required limits per occurrence by line of coverage
- h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

(3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

(4) Property Insurance Event Organizer will be responsible for all damage to its own property, equipment and/or materials.