

## FIRST AMENDMENT

**THIS AMENDMENT** is made and entered into this 21 day of April, 2021, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter the ("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**, the County and Event Organizer entered into a Tourism Promotion Agreement on December 13, 2020 (hereinafter "Agreement"), pursuant to which Event Organizer agreed to promote and market Pinellas County tourism in connection with the Clearwater Jazz Holiday Wanderlust Series of concerts ("Event") and County agreed to pay Event Organizer a Sponsorship Fee; and

**WHEREAS**, the Event Organizer and the County would like to extend the number of concerts in the series by twelve additional concerts, for a total of twenty-nine concerts which will promote and market Pinellas County tourism as defined in the revised tourism promotion program attached as Revised Exhibit A; and

**WHEREAS**, Section 2C of the Agreement provides for modification and payment of the Sponsorship Fee on revised terms by mutual written agreement of the parties.

**WHEREAS**, County and Event Organizer now wish to modify the Agreement.


**NOW THEREFORE**, the Parties agree that as provided in Section 2 of the Agreement, the terms therein are revised and amended as follows:

1. The County agrees to pay to the Event Organizer the total sum of Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) as an Event Sponsor, to sponsor, promote and market Pinellas County tourism in connection with the Event as defined in the revised promotion program described in the Revised Exhibit A attached hereto and made a part hereof ("Promotion Program"). The County shall pay the funding herein in accordance with the following:
  - A. Seven Thousand Five Hundred Dollars (\$7,500.00) of funding shall be due and payable upon completion of Wanderlust Series concert number 11, Seven Thousand Five Hundred Dollars (\$7,500.00) shall be due and payable upon completion of concert number 17, and Twelve Thousand Five Hundred Dollars (\$12,500.00) shall be due and payable upon completion of concert number 29.
2. Modifications above shall be effective as of the date of this Amendment and continue through March 30, 2022.
3. Except as changed or modified herein, all provisions and conditions of the original Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF the parties herein have executed this First Amendment 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:   
\_\_\_\_\_  
Office of the County Attorney

SHW

**Pinellas County TDC Elite Event Funding FY 21  
Benefits & Deliverables  
Revised 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 \$27,500  
VIK Contribution at \$12,625  
Total Contribution: Up to \$40,125**

- 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. Upon completion of six (6) additional Wanderlust Series events, VSPC will provide financial support of \$7,500.
    - iii. Upon completion of twelve (12) additional Wanderlust Series events, VSPC will provide financial support of \$12,500 for a total not-to-exceed amount of \$27,500 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.