

TOURISM PROMOTION AGREEMENT

2025 MLK Dream Big Parade

THIS AGREEMENT is made and entered into as of the 12 day of December, 2024 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), for and on behalf of Visit St. Pete-Clearwater ("VSPC" or "VisitSPC"), and Advantage Village Academy, Inc., a Florida Not For Profit 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, Florida Statutes, VSPC is responsible for promoting tourism in Pinellas County, including funding activities, services, and events that have as one of their main purposes the attraction of tourists, as evidenced by the promotion of the activity, service, or event to tourists; and

WHEREAS, the County, on behalf of VSPC, agrees to provide Tourist Development Tax funding for the 2025 MLK Dream Big Parade to be held January 17 – 20, 2025 ("Event"), organized and operated by the Event Organizer to promote Pinellas County tourism as pursuant to the promotion program described in Exhibit A;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, the Parties agree as follows:

1. The term of this Agreement will commence on the Effective Date and remain in full force and effect through July 20, 2025, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the sum of Seventy-Five Thousand Dollars (\$75,000.00) for Sponsorship benefits as an Event sponsor, to sponsor, promote and market Pinellas County tourism in connection with the Event as defined in the promotion program described in Exhibit A, which is incorporated into this Agreement ("Promotion Program"). The County will pay the funding in accordance with the following:

A. Up to \$75,000.00 will be paid pre-event upon receipt of an invoice and any other supporting documentation as may be required by VSPC staff for the direct and actual event operational expenses, such as hotel rooms. Event Organizer agrees that if there is any use of Tourist Development Tax funding for costs not directly related to the event that they will be liable to immediately reimburse the County for those expenditures, and that they will be ineligible for future County funding consideration.

B. Invoiced payments, if any, will 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, infeasibility, 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 will be deobligated, and will not be paid. The parties further agree that if an Event Organizer cancels an event per (i, ii, or iii) above after entering into a fully executed funding agreement but pre-event, the Event Organizer must either: 1) remit any sponsorship funding monies advanced pre-event which were used for operating expenses minus any value received by County up until cancellation as determined by VSPC staff in their sole discretion; 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 and to the extent of value received by County as determined by VSPC staff in their sole discretion. If the Event is cancelled for any reason, this Agreement may be amended in writing by mutual agreement of the Parties to authorize funding on revised terms.

D. The Event Organizer will 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 will 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 will provide a written final report to VSPC within forty-five (45) calendar days of Event completion, which at a minimum will include documentation establishing that the Event Organizer provided the promotional benefits described in the Promotion Program, including any documentation required in Exhibit A, and will 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 will disqualify the Event Organizer from being eligible for funding in future years.

3. A. The Event Organizer will 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 or similar events, and agrees to use its best efforts to organize, manage, operate, and conduct the Event in a professional

manner, calculated to create a high quality, pleasant, accessible, safe, and enjoyable experience for all participants/attendees.

4. Each Party hereby designates the person set forth below as its respective contact person. The person designated is each Party's prime contact person for coordinating Promotion Program related activities. Notices or reports will 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, Director
Brand Activations
Visit St. Pete-Clearwater
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
Craig@VisitSPC.com

For the Event Organizer:

Toriano Parker, CEO
Advantage Village Academy, Inc.
833 22nd Street South, Suite A
St. Petersburg, FL 33712
TParker512@aol.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 fifteen (15) 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 will 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 determined by VSPC staff at their sole discretion. Reimbursement will 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 will be considered in breach thereof, and 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 will 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 will terminate without penalty to the County.

6. A. The Event Organizer will, 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 will 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 collect attendee data on-site during the Event using methods including, but not limited to data technology, analytics, surveys, etc. for the purposes of substantiating/verifying Event Organizer's final report and for collecting other information pertinent to the destination. Upon request, Event Organizer will grant VSPC staff or VSPC's designated vendor access to the Event and provide any reasonable assistance needed to accomplish this task.

7. A. Neither the County nor the Event Organizer will 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 will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County will 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 will be the responsibility of the Event Organizer.

C. The Event Organizer will indemnify, pay the cost of defense, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including all costs of defense 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 intellectual property, trademark, patent, or copyright infringement or litigation based thereon; except only such injury or damage as has 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 will conduct the Event in compliance with all applicable federal, state, and local laws.

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 will be construed to benefit any person or entity not a Party to this Agreement.

D. In carrying out this Agreement, The Event Organizer will 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 will 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 will remain an independent contractor and not an agent of the County or VSPC.

H. Sections 2.D, 2.E., 6.A., and 7.A., B., C., and D. will 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 will be construed, interpreted, and governed by the laws of the State of Florida.

9. Event Organizer acknowledges that information and data it manages in connection with the subject of this Agreement may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County Public Records Policies. Event Organizer agrees that 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 associated with this Agreement.

10. By signing this Agreement 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 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.

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

By: 
Barry A. Burton

**ADVANTAGE VILLAGE
ACADEMY, INC.**

By: 
Toriano Parker, CEO

APPROVED AS TO FORM
By: Amanda S. Coffey
Office of the County Attorney

[Corporate Seal]

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

**Event Name: 2025 MLK Dream Big Parade ("Event")
Event Dates: January 17-20, 2025
Marketing & Advertising Up To Funding Amount: \$0
Sponsorship Contribution: \$75,000
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:
 - i. VisitSPC to be designated as presenting sponsor of the Event: "MLK Dream Big Parade presented by Visit St. Pete-Clearwater."
 - B. Marketing & Advertising Plan Funding Support – N/A.
 - C. Sponsorship Benefits
 - i. Marketing & Advertising
 - 1. VisitSPC to receive logo placement and/or written acknowledgment in all Event press releases, promotional materials, social media, TV, radio and print advertising.
 - 2. VisitSPC to receive four (4) full page color ads in the Event gala program.
 - ii. Digital & Media Benefits
 - 1. VisitSPC logo on sponsorship page with hyperlink to VisitSPC website to be included on official Event website.
 - 2. VisitSPC social media tags and handles to be included in all social media promotion performed by the Event.
 - iii. Event On-Site Benefits
 - 1. VisitSPC to receive one (1) float entry in the Parade. Float entry to be at or near the first front of the parade. Pinellas County dignitaries to be invited to participate in VisitSPC float entry.
 - 2. VisitSPC to receive twenty-five (25) banners to be placed along the parade route by Event Organizer.
 - 3. VisitSPC to receive twenty (20) VIP seats in the MLK Parade VIP area for VisitSPC invited clients and promotional use. If available, VisitSPC to receive five (5) parking passes to the event.
 - iv. Additional Benefits
 - 1. VisitSPC to receive two (2) tables (twenty (20) seats) at the Event Banquet for VisitSPC invited clients and promotional use.
 - 2. VisitSPC to receive a minimum of four (4) banners to be placed at the Battle of the Bands event by Event Organizer.

D. Additional VisitSPC Requirements (unless superseded by deliverables described above)

i. Brand Placements & Messaging

1. VisitSPC brand placement on the Event's website and any marketing collateral where all of Event sponsors are recognized, at a minimum.
2. VisitSPC mention and/or logo placement in any press materials as an official sponsor as outlined above. VisitSPC must review prior to distribution.
3. Event to include a "Places to Stay" section on its website "sponsored by Visit St. Pete-Clearwater" featuring a link or widget that links to VisitSPC accommodations to encourage overnight visitation.
4. Inclusion in a minimum of two (2) dedicated Pre-Event and one (1) dedicated Post-Event email messages to attendees. Timing and content to be provided by VisitSPC.

ii. Talent & Media Access

1. Event to provide access to talent (e.g. player appearances, artists, etc.) and, when required, gather VisitSPC releases and authorization for Event promotional purposes (e.g. social media, etc.).
2. Event to provide VisitSPC a minimum of four (4) media access passes to cover and promote the Event if requested by VisitSPC.

iii. Event Onsite

1. Event to provide at minimum a 10' x 30' space for VisitSPC activation booth or branded other asset (e.g. display boat, Adirondack chair, etc.). Space size and location to be mutually determined. VisitSPC may include partner(s) within its footprint with Event approval.

iv. Data Collection & Reporting

1. VisitSPC to provide an Adara Software Development Kit ("SDK") for Event to implement onto its website to understand the customer/visitor journey. Data to be shared with Event to provide post-event insights.
2. VisitSPC may implement crowd attendee technology services or resources on site at the Event.
3. Any Ticketed Event to provide Zip Code Data in an Excel format post event upon request by VisitSPC.

v. B2B / Networking Events

1. Event to provide VisitSPC a minimum of four (4) invitations to ancillary sponsor events and initiate introductions to Event sponsors upon request by VisitSPC.

EXHIBIT B
INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

Advantage Village Academy, Inc. (**AVA**) shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the **AVA** shall provide the **COUNTY** with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. 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 three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the **COUNTY**. Approval by the **COUNTY** of any Certificate 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 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 endorsements, at any time during the Agreement period.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the **AVA** to the **COUNTY** at least thirty (30) days prior to the expiration date.

AVA 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 **AVA** from its insurer. Notice shall be given to: **Pinellas COUNTY Risk Management Department**, InsuranceCerts@pinellas.gov; and nothing contained herein shall absolve **AVA** of this requirement to provide notice.

Should the **AVA**, at any time, not maintain the insurance coverages required herein, the **COUNTY** may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the **COUNTY** and charge the **AVA** for such purchase. 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.

The **COUNTY** reserves the right, but not the duty, to review and request a copy of the **AVA's** most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (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 the **AVA**.
- (3) 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.
- (4) 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.

EXHIBIT B
INSURANCE REQUIREMENTS

- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate 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 of Insurance. The **COUNTY** shall have the right, but not the obligation to determine that the **AVA** is only using employees named on such list to perform work for the **COUNTY**. Should employees not named be utilized by **AVA**, the **COUNTY**, at its option may stop work without penalty to the **COUNTY** until proof of coverage or removal of the employee by the **AVA** occurs, or alternatively find the **AVA** to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of **Pinellas COUNTY** from the **AVA**.
- (8) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

1. **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limit	
Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Licensee/AVA/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

2. **Commercial General Liability Insurance** including, but not limited to, Independent VENDOR, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

3. **Property Insurance** AVA will be responsible for all damage to its own property, equipment and/or materials.