

TOURISM PROMOTION AGREEMENT

Firestone Grand Prix of St. Petersburg

THIS AGREEMENT is made and entered into as of the 10 day of February, 2017 (“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 Green Savorec St. Petersburg, LLC (“Event Organizer”) (collectively, the “Parties” or individually a “Party”).

WITNESSETH:

WHEREAS, the County, on behalf of the VSPC, agrees to provide tourist development tax funding for the Firestone Grand Prix of St. Petersburg to be held March 10 - 12, 2017 (“Event”), to promote Pinellas County tourism as described in the promotion program as defined herein.

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 the VSPC, agrees to provide tourist development tax funding for the Event 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 until September 12, 2017, unless it is terminated or amended as provided herein.

2. The County agrees to reimburse Event Organizer the sum of not-to-exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) (“Promotion Fee”) for the tourism promotion and marketing benefits related to the Event, as provided in the promotion and marketing program attached hereto and made a part hereof as Exhibit A (“Promotion Program”). The County shall pay the sums provided herein in accordance with the following:

A. In accordance with funding guidelines, for events held between October 1 and December 31, Promotion Program expenditures incurred prior to the beginning of the fiscal year shall be eligible for reimbursement in the fiscal year the Event is held. Event Organizer must submit a payment request for reimbursement within forty-five (45) calendar days of the completion of the Event with all required documentation to VSPC in the form as required by VSPC, which shall include: (i) an original invoice requesting payment sent to VSPC at the address set out in Section 4; (ii) a copy of all subcontractor/vendor invoices, if applicable, for which Event Organizer is seeking reimbursement; (iii) proof of payment of the subcontractor/vendor invoices by Event



Organizer such as a cancelled check or acknowledgment of receipt of payment from the subcontractor/vendor; or (iv) all documentation required in Section 2G.

B. Reimbursement payments shall be made by the County to Event Organizer in accordance with §218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act."

C. In the event 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 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 Promotion Fee on the revised terms as provided in said amendment.

D. Event Organizer shall repay the County for all illegal or unlawful expenditures of the Promotion Fee, or for expenditures made by 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. 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 application for Elite Event funding, which results in the Event not meeting the minimum requirements for Category 1 Elite Event funding.

F. Event Organizer may amend or revise the Promotion Program with only the prior written consent from the Director of VSPC, or his designee.

G. Event Organizer shall provide a written final report to VSPC within forty-five (45) calendar days of the completion of the Event, which at a minimum shall include documentation establishing that 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 Event Organizer from being eligible for funding in future years.

3. A. 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. Event Organizer represents and warrants that it has substantial experience and skill in the business of organizing and promoting the Event and Event Organizer 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 contract 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:

Tim Ramsberger, Deputy Director
Visit St. Petersburg/Clearwater
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
Tim@VisitSPC.com

For Green Savoree St. Petersburg, LLC.:

Robert K. Green
Chairman & CEO
100 Second Avenue N, Suite 340
St. Petersburg, FL 33701
kgreen@greensavoree.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 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 a 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 Event Organizer in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate without penalty to the County.

6. 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.

7. A. Neither the County nor 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 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 Event Organizer of its business, whether caused by 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 Event Organizer or Event Organizer's assets, or upon the County in connection with services performed or business conducted by Event Organizer. Payment of all such taxes and liabilities shall be the responsibility of Event Organizer.



C. 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 Event; or on account of any act or omission, neglect or misconduct of 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.

8. A. 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 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, 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 Event Organizer; and at all times Event Organizer is and shall remain an independent contractor and not an agent of the County or VSPC.

H. Sections 2.D. 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


GREEN SAVOREE ST. PETERSBURG, LLC



Robert K. Green, Chairman & CEO

[Corporate Seal]

APPROVED AS TO FORM

By: 

Office of the County Attorney

Pinellas County TDC Elite Event Funding FY 16-17
Benefits & Deliverables
Exhibit A

Firestone Grand Prix of St. Petersburg
March 10 - 12, 2017
Funding Amount: \$250,000

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

- I. Official Designation Status: N/A
- II. VSPC logo (with hyperlink to VSPC homepage) included on all event and marketing collateral including, but not limited to the following: N/A
- III. Digital/Social Media Benefits: N/A
- IV. Print Advertising (ads provided by VSPC): N/A
- V. Broadcast Benefits (TV/radio spots): N/A
- VI. Event Onsite Benefits:
 - a. Display/Exhibits:
 - i. Two (2) 20' x 20' display/exhibit spaces in high pedestrian traffic areas (location to be mutually determined)
 - b. Signage:
 - i. Exclusive Brand and Signage rights to Turn 4 and Turn 10 (all signage production and installation to be paid by GSSP)
 - ii. Two (2) Super Track signs on front straight (all signage production and installation to be paid by GSSP)
 - iii. Four (4) signs located within track interior (all signage production and installation to be paid by GSSP)
 - iv. Sixty second (:60) commercial/PSA run on track video boards a minimum of four (4) times per day
 - c. Other: N/A
- VII. Tickets and Credentials:
 - a. Up to eight (8) volunteer worker passes per day
 - b. Up to six (6) media credentials for VSPC's digital/social media team

