

TOURISM PROMOTION AGREEMENT

2023 John's Pass Seafood Festival

THIS AGREEMENT is made and entered into as of the 20 day of January, 2023 ("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 the City of Madeira Beach, a municipality ("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 2023 John's Pass Seafood Festival to be held January 13-15, 2023 ("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 July 15, 2023, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the sum of Ten Thousand Dollars (\$10,000.00) for Sponsorship benefits and up to the sum of Fifteen Thousand Dollars (\$15,000.00) for Marketing and Advertising expenditures for a total sum of Twenty-Five Thousand Dollars (\$25,000.00) 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 attached hereto and made a part hereof ("Promotion Program"). The County shall pay the funding herein in accordance with the following:

A. Marketing and Advertising expenditures shall be paid on a reimbursement basis upon submittal of required documentation to the County which shall include a copy of subcontractor/vendor invoices that support the marketing plan attached hereto as Exhibit B for which Event Organizer is seeking reimbursement, as well as other such documentation as required by VSPC.

B. The funding herein 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 2.A and 2.H. at the address set out in Section 4.

C. 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."

D. In the event the Event Organizer: (i) cancels the Event or does not conduct the Event for any reason including, but not limited to, 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 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 funding herein on the revised terms as provided in said amendment. The parties further agree that if an Event Organizer cancels an event per (i, ii, or iii) above post a fully executed funding agreement but pre-event, the Event Organizer shall 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; 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.

E. The Event Organizer shall 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.

F. 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.

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

H. The Event Organizer shall provide a written final report to VSPC within forty-five (45) calendar days of Event completion, which at a minimum shall include documentation establishing that the Event Organizer provided the promotional benefits described in the Promotion Program, including any documentation required in Exhibit A, and 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


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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, Director
Community & Brand Engagement
Visit St. Petersburg/Clearwater
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
Craig@VisitSPC.com

For the Event Organizer:

Jay Hatch, Recreation Director
City of Madeira Beach
300 Municipal Dr.
Madeira Beach, FL 33708
JHatch@madeirabeachfl.gov

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 shall 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. Reimbursement shall 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 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, in accordance with the Retention Schedule as put forth by the Florida Department of State.

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 recognizes the Event Organizer is a tax exempt entity. 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. To the extent provided by law and without waiving sovereign immunity, the Event Organizer shall 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 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. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Event Organizer or an extension of the Event Organizer's liability beyond the scope, provisions, or limits set forth in Section 768.28, Florida Statutes.

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, 2.E., 6.A., 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 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

CITY OF MADEIRA BEACH

By: 
Robin I. Gomez, City Manager

[Corporate Seal]

APPROVED AS TO FORM

By: 
Office of the County Attorney

**Pinellas County TDC Elite Event Funding FY23
Benefits & Deliverables
Exhibit A**

**Event Name: 2023 John's Pass Seafood Festival ("Event")
Event Dates: January 13-15, 2023
Marketing & Advertising Up To Funding Amount: \$15,000
Sponsorship Contribution: \$10,000
Total Contribution: \$25,000**

- I. VSPC will receive, in exchange for its financial support, the following benefits at no additional charge, except as noted:
 - A. Official Designation Status:
 - I. VSPC to be designated as Presenting Sponsor of the Event: "2023 John's Pass Seafood Festival presented by Visit St. Pete Clearwater."
 - B. Marketing & Advertising Plan Funding Support
 - I. Pursuant to the marketing plan submitted by Event, a copy of which is attached hereto as Exhibit B, VSPC will reimburse Event up to the sum of \$15,000 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) that support the marketing plan, as well as other such documentation as required by VSPC.
 - C. Sponsorship Benefits
 - i. Logo Placements
 1. VSPC logo (logo provided by VSPC) to be listed as "Presented by" on all marketing materials produced by Event, including but not limited to collateral, posters, flyers, etc.
 2. VSPC logo on the back of volunteer shirt.
 - ii. Digital & Media Benefits
 1. VSPC logo and website hyperlink to be listed on Event website as "Presenting Sponsor."
 2. VSPC mentions in all television and radio advertising as "Presented by Visit St. Pete Clearwater."
 - iii. Event On-Site Benefits
 1. Opportunity for one (1) 10' x 20' display/activation space in main Event area to interact with attendees, distribute branded items and provide visitor information (location to be mutually determined).
 2. Event Advertising (Content provided by VSPC)
 - a. Signage
 - i. VSPC logo inclusion on Main Event Stage Banner.
 - ii. VSPC logo inclusion on ten (10) site banners (produced by Event) throughout the Event.
 - b. Public Address Announcements throughout Event calling attention and messaging to VSPC participation.

iv. Additional Benefits

- 1. Event to provide 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**
 - c. Meals under the Event's volunteer program, if available**
 - d. Golf Cart for use during event, if available**
 - e. Water and ice**
 - f. Electrical Power (requirements TBD) to VSPC display booths**

EXHIBIT B

Proposed 2023 John's Pass Seafood Festival Marketing and Promotions Plan

Media Category	Media Name(s)/Package	Market	Approximate Timing	Program(s)/Creative Detail	Circulation/Impressions	Media Cost (Net)	Media Cost (Gross)	Comments/Notes
Public Relations/PR	Journalism	Tampa Bay	Jan 1 - Jan 13	Baynews 9, food network and various digital websites partnered with journalism advertising	250,000	\$7,500	0	Did not utilize in 2022 due to financial constraints.
Social Media	Facebook/Instagram	Central Florida Area	Dec 1 - Jan 13	Event Specific Ads (Live music, seafood, etc)	1,000,000	\$3,000	\$0	2022 was 250,000 with \$750 budget
Radio	TBA	Central Florida Area	Dec 1 - Jan 13	Radio Ads in Tampa/JHQ market. Seek other radio partners in affordable Florida markets.	Tampa Bay/JHQ and 14 competitor.	\$10,000	\$0	2022 was all in-kind
Print	Tampa Bay Times	Tampa Bay Area	Jan 1 - Jan 13	Display	250,000	\$2,500	\$0	2022 was \$1,000/\$1,000, 125,000 impressions
Print	Various Tulsa/Chamber/Businesses etc City utilized contact contact. We also seek out other databases available to hit potential target markets.	Tampa Bay Area	Nov 1 - Jan 13	Chamber lists, hotel lobbies, welcome centers, etc	5,000+	\$2,500	\$0	Track via QR Code
Email Marketing	Various	Various	Nov 1 - Jan 13	Populates among list of all event partners who utilize the website/sign list.	50,000+	\$2,500	\$0	Work with local travel agencies to provide information to existing contact list.
Event Marketing	Various	Nationwide	Year Round			\$20,500	\$17,500	Event specific page saw 50,000+ unique visitors for the 2022 event with only 3 month lead time.