

**PASCO COUNTY TOURIST DEVELOPMENT
SPORTS EVENT FUNDING AGREEMENT**

THIS TOURIST DEVELOPMENT SPORTS EVENT FUNDING AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and Florida Sports Foundation, Incorporated, a Florida corporation, hereinafter called "FSF."

WITNESSETH:

WHEREAS, the Pasco County Tourist Development Council seeks to provide for the advancement, generation, growth and promotion of tourism, the enhancement of the tourist industry, and the attraction of tourists from within and without the State of Florida to Pasco County; and

WHEREAS, Section 125.0104(5)(a)2, Florida Statutes, provides that tourist development tax revenues may be expended to promote and advertise tourism in the State of Florida, nationally and internationally; and

WHEREAS, FSF, has proposed to hold an event, the Florida Senior Games, December 5-11, 2020, that attracts tourists to Pasco County; and

WHEREAS, furtherance of promoting Pasco County to tourists and upon the recommendation of the Tourist Development Council, the Board of Pasco County Commissioners desires to provide funding from tourist development tax revenues to FSF for the Florida Senior Games; and

NOW, THEREFORE, IN CONSIDERATION of the covenants and promises contained herein, it is mutually agreed between the parties hereto as follows:

SECTION 1. RECITALS

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. TERM

This Agreement shall commence upon execution of this Agreement, and shall end on January 25, 2021, unless otherwise terminated or extended in accordance with the provisions of this Agreement.

SECTION 3. MAXIMUM AMOUNT OF FUNDING

A total of up to \$6,000.00 may be remitted to FSF by the COUNTY.

SECTION 4. FUNDING

The COUNTY shall fund the Florida Senior Games, hereafter referred to as “the Event,” to be held December 5-11, 2020, in Wesley Chapel, Zephyrhills and Port Richey, Florida. The COUNTY shall pay to FSF a funding fee not to exceed \$6,000.00 based on production of room nights in hotels located within Pasco County, at a rate of \$12.00 per actual room night.

SECTION 5. REQUIREMENTS FOR FUNDING

- a. FSF shall use the Florida’s Sports Coast logo, as depicted in Exhibit A, attached hereto and incorporated herein, in the following promotional materials for the Event:
 - Florida’s Sports Coast logo inclusion on the FSF website.
 - Florida’s Sports Coast mentions on Social Media tagging @FLSportsCoast and using hashtag #FLSportsCoast.

- b. Within forty-five (45) days after the ending date of the Event (January 25, 2021), FSF shall submit to the COUNTY a complete Post Event Report, provided as Exhibit B. The Post Event Report shall include Room Block Reports, Participant Surveys and/or the certified room night form provided as Exhibit C, attached hereto and incorporated herein. Failure to comply with the requirements of this paragraph shall render FSF ineligible for payment under this Agreement.

SECTION 6. NOTICES

All notices shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail (but, in the case of electronic mail, only if followed by hand delivery, transmittal by national overnight courier for delivery on the next Business Day, or when an email delivery receipt is obtained), (c) upon receipt after dispatch by registered or certified mail, postage prepaid, or upon refusal, or (d) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery). All notices required or permitted hereunder shall be addressed to the parties as follows:

If to the COUNTY:

Pasco County Destination Management Organization
1938 Duck Slough Blvd
Trinity, FL 34655

If to FSF:
Angela Suggs
101 North Monroe Street, Suite 1000
Tallahassee, FL, 32301

SECTION 7. MISCELLANEOUS PROVISIONS

- a. Prior Agreements. This Agreement represents the entire Agreement between the parties and supersedes any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein. Prior agreements, negotiations, or understandings, if any, shall have no force or affect whatsoever on this Agreement.
- b. Assignment. No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this Agreement.
- c. Severability. If any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable.
- d. Amendments. No modification, addendum, or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.
- e. Sovereign Immunity. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the COUNTY under Section 768.28, Fla. Stats. FSF shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture of employment between FSF and the COUNTY and/or agency thereof. None of the personnel under contract to, employed by, or volunteering for FSF shall be deemed in anyway to have any contractual relationship with the COUNTY and/or agency thereof. FSF shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.
- f. Indemnification. FSF agrees to indemnify and hold harmless the COUNTY, its respective directors, officers, employees, and agents from any and all liability and/or claims arising out of the negligence or willful misconduct of FSF in connection with the Event. FSF hereby agrees to indemnify and hold harmless the COUNTY and its officers, agents, and employees from any and all liability and/or claims, demands, judgments, suits, causes of action, and attorneys' fees and costs assessed against it or them arising out of the negligence or willful misconduct of FSF or as a result of the COUNTY having provided the funding which is the subject of this Agreement. FSF shall obtain liability insurance for the Event, and Pasco County Board of County Commissioners shall be named certificate holder and an additional insured in the minimum amount of \$1,000,000 for general liability and \$1,000,000 general aggregate. A copy of this Certificate of Insurance must be presented to the COUNTY at least thirty

(30) days prior to the start of the Event. Insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII, in accordance with the most current Best's Key Rating Guide. Failure of FSF to obtain said certificate of insurance in compliance with the provisions of this section prior to the Event, as evidenced by the submittal of and approval of said certificate to the County's Risk Management Department prior to the Event, shall cause this Agreement to become null and void (including, but not limited to, any payment obligations hereunder) regardless of whether this Agreement was executed by one or both of the parties after the Event. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the COUNTY. The provisions of this paragraph f. shall survive the Term and/or termination of this Agreement.

- g. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any litigation about this Agreement shall be in the 6th Judicial Circuit in and for Pasco County, Florida.
- h. Time is of the Essence. Time is of the essence to all parts of this Agreement.
- i. Force Majeure. Neither party shall be responsible for events beyond its reasonable control, such as acts of God, pandemics, weather delays, government restrictions, or unforeseen commercial delays. If the Event is postponed or cancelled it may be rescheduled for another time prior to September 30, 2021.
- j. Third Party Beneficiaries. The parties hereby acknowledge and agree that it is not the intent of any party to this Agreement to confer any rights on any persons or entities other than the parties to this Agreement. No person or entity not a party to this Agreement shall have any claim or cause of action against the COUNTY for the failure of any party to perform in accordance with the provisions of this Agreement except as may be provided by law.
- k. Public Records. FSF shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, FSF shall (a) keep and maintain public records required by the County to perform the service under the Agreement; (b) upon request from the County's custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if FSF does not transfer the records to the County; and (d) upon completion of the contract, transfer, at no cost to the County, all public records in possession of FSF. Upon transfer, FSF shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is

compatible with the information technology systems of the County. All documentation produced as part of this Agreement will become the property of the County. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-847-8129, tourism@FLSportsCoast.com, and 1938 Duck Slough Blvd. Trinity, FL 34655.

Under Florida law, a Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

- I. Termination. Either party to this Agreement has the right to terminate the Agreement in whole or in part, upon thirty (30) days written notice to the other party. Notwithstanding the foregoing, this Agreement may be terminated upon the COUNTY's failure to approve a budgetary allocation for any given fiscal period or upon breach of the Agreement by FSF. Upon termination of the Agreement, all obligations of the parties under this Agreement shall cease and any County funds, which have not been disbursed to FSF at the time of such termination shall remain property of the COUNTY.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of Pasco County and Florida Sports Foundation, Incorporated, on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA,

Through its Designee

BY: _____
Stacey M. Ziegler.
Purchasing Director

DATE: _____

COMPANY: Florida Sports Foundation, Incorporated

Angela Suggs

Print or Type Name



Signature

DATE: November 24, 2020

WITNESSES:

Matthew Guse

Print or Type Name



Signature

DATE: November 24, 2020

Print or Type Name

Signature

DATE: _____, 20__

Exhibit A



Exhibit B



Pasco County Sports Event Funding Program Post Event Report

Event Name: _____ **Event Date:** _____

ECONOMIC IMPACT

Provide the following information regarding the number of rooms accommodated and the individuals participating in and attending the Sponsored Event.

1. Accommodations Impact

Provide the total number of room nights that resulted from the Event: _____

Calculate the accommodations impact using the number of room nights (RV, Hotel, Bed-n-Breakfast, Vacation Homes, etc.) that resulted from the Event using the following formula.

(Number of TOTAL Room NIGHTS occupied) X (the Average Room Rate) X (4%) \$ _____

2. Local Economic Impact

For each of the following categories calculate the local economic impact in dollars using the number of participants, spectators, and media persons and the dollar amounts provided.

A. Total Participants (competitors, coaches, trainers, officials, etc.)

- ADULT Out-of-State overnight _____
- YOUTH Out-of-State overnight _____
- ADULT In-State overnight _____
- YOUTH In-State overnight _____
- ADULT In-State _____
- YOUTH In-State _____
- ADULT In-County _____
- YOUTH In-County _____

B. Total Spectators (fans, family, friends, etc.)

- ADULT Out-of-State overnight _____
- YOUTH Out-of-State overnight _____
- ADULT In-State overnight _____
- YOUTH In-State overnight _____
- ADULT In-State _____
- YOUTH In-State _____
- ADULT In-County _____
- YOUTH In-County _____

Total Local Economic Impact \$ _____

Total Economic Impact Total Accommodations Impact plus Total Local Economic Impact \$ _____

PROMOTIONAL IMPACT

On a separate sheet of paper, provide a detailed description of the marketing plan that was used for the Event. Provide information regarding the success of that Plan in terms of relevant measurements. For example, how many tournament guides were printed, social media reach, impressions or visits to the event website per your analytics.

OTHER DOCUMENTS REQUIRED TO GET REIMBURSED

Please attach along with your Post Event Report the original invoice for the total amount sought to be paid.

IMPORTANT DISCLOSURE

Once the Post Event Report is complete and all required information and attachments are provided, please turn it in to the Destination Management Organization. **Incomplete Post Event Reports will not be accepted. Failure to comply with these requirements shall render your organization ineligible for reimbursement under the Agreement.**

SIGNATURE/DISCLAIMER

On behalf of _____, I certify that I have completed this Post Event Report and attest that all information provided herein and attached hereto is true and accurate:

Authorized Signature

Title

Date

Exhibit C



ROOM NIGHT CERTIFICATION

TO: Accommodation General Manager and/or Director of Sales

The purpose of this form is to quantify the actual number of room nights utilized in Pasco County for this event. Your internal correspondence or documentation on this Room Night Certification Form is critical for the event's receipt of grant funds.

Hotel/Location:

	TRACKED ROOM NIGHTS					
GROUP NAME						
EVENT/FESTIVAL NAME						
DATE						
PAID ROOM NIGHTS						
COMP ROOM NIGHTS						

Please provide any comments:

Hotel Representative

Signature:

I certify the organization/event listed above utilized the reported room nights.

Print Name:

Title:

Telephone

Email:

Your cooperation in completing this form is greatly appreciated. For additional information please contact the Pasco County Destination Management Organization at (727) 847-8129.