

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

THIS TOURIST DEVELOPMENT SPORTS EVENT SPONSORSHIP 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, INC., 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 annually, the Florida Senior Games, for the next three years (2022-2024), that will attract 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 2022, 2023, and 2024 Florida Senior Games, hereafter referred to as "the Events."

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 31, 2025, unless otherwise terminated or extended in accordance with the provisions of this Agreement.

SECTION 3. MAXIMUM AMOUNT OF FUNDING

A total of up to \$119,795.00 may be remitted to FSF by the COUNTY for marketing and facility rental fees as follows:

Year 1 – 2022 Florida Senior Games: \$38,000.00

Year 2 – 2023 Florida Senior Games: \$39,900.00

Year 3 – 2024 Florida Senior Games: \$41,895.00

SECTION 4. SPONSORSHIP BENEFITS

The COUNTY's destination brand, Florida's Sports Coast, shall be recognized as a Sponsor of the Events. The COUNTY shall receive all of the following:

- a. Florida's Sports Coast banner inclusion on the Events website <https://floridaseniorgames.com/>.
- b. Florida's Sports Coast and Florida Sports Foundation logos inclusion on the Events promotional materials.
- c. Florida's Sports Coast logo inclusion on the Events live stream if applicable.
- d. Inclusion of the link with the digital Florida's Sports Coast Destination Guide on the Events website <https://floridaseniorgames.com/>
- e. Inclusion of the link with the digital Florida's Sports Coast Destination Guide in the registration email to all participants to the Events.
- f. Promotion of Pasco County hotels through an accommodations link on the Events website <https://floridaseniorgames.com/>
- g. Include the Florida's Sports Coast Destination Guide in the registration packet to be distributed to all participants of the Events.
- h. Social Media package that includes but it is not limited to:
 - Share appropriate Florida's Sports Coast social media posts when the content is related to the Events;
 - Tag Florida's Sports Coast in social media posts when the content is related to the Events; and
 - Use Florida's Sports Coast's social media handles #FLSportsCoast #LetsPlay when the content is related to the Events.
- i. The County reserves the right to change or modify the logo and/or brand to be used on marketing materials.

SECTION 5. REQUIREMENTS FOR FUNDING

- a. The Events must be held primarily in Pasco County.
- b. Promotions and advertisement materials stated In Section 4. of this Agreement shall include the Florida's Sports Coast logo as depicted in Exhibit A, attached hereto, as may be modified from time to time, and incorporated herein, and/or the statement "The Florida Senior Games presented by Humana, is an event organized by Florida Sports Foundation in partnership with Florida's Sports Coast."
- c. FSF shall comply with all Sponsorship Benefits included in Section 4 of this Agreement.
- d. All broadcast promotion(s) and advertising for the Events shall include the Florida's Sports Coast and Florida Sports Foundation logos and/or the statement "The Florida Senior Games presented by Humana, is an event organized by Florida Sports Foundation in partnership with Florida's Sports Coast."
- e. Within forty-five (45) days after the ending date of each Event, FSF shall submit to the COUNTY a complete Post Event Report as depicted in Exhibit B, containing original or copies of advertisement(s), broadcast/video script(s) or demo video/audio versions of promotions, print advertisement, and/or internet advertisement, and all invoices for which reimbursement is sought, including venue rental fees. The Post Event Report shall include Room Block Reports, Participant Surveys and/or the Room Night Certification form provided as Exhibit C, attached hereto and incorporated herein. Invoices shall be submitted in accordance with the requirements of the Post Event Report in order to be processed for reimbursement.
- f. ALL marketing and promotional expenditures, as well as technical and production expenditures are at the sole responsibility of FSF, including but not limited to venue rental fee, official fees, accommodations and meals for staff, officials, prospects, and other guests and participants attending the Event.
- g. Failure to comply with the requirements of this Section 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
Florida Sports Foundation, Inc.
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/Insurance.** 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 and maintain occurrence-type general liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate with insurance carriers approved by the County. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term and upon the termination or expiration of this Agreement, FSF shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage).

FSF shall furnish to the County certificate(s) of insurance in the form required by the County and, if requested by the County, FSF shall provide certified copies of all required insurance policies. The certificate(s) of insurance shall clearly indicate that FSF has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. All certificate(s) of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail (return receipt requested) has been given to the County to the attention of the Pasco County Risk Manager, Pasco County BOCC, 7536 State Street New Port Richey, Florida 34654. In the event any insurance coverage expires prior to the expiration of this Agreement, a renewal certificate shall be issued thirty (30) days prior to said expiration. Compliance with the foregoing requirements shall not relieve FSF of any liability and/or other obligations pursuant to this Agreement. Neither approval by the County, nor a failure to disapprove insurance certificates or policies furnished by FSF, shall release FSF from full responsibility of all liability or its obligations under this Agreement.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and

shall be satisfactory to the County. Policies of insurance required by this Agreement shall be primary insurance with respect to the County, its officials, agents, or employees. Any insurance or self-insurance maintained by the County or its officials, agents, or employees, shall be in excess of FSF's insurance and shall not contribute with it. All policies of insurance required by this Agreement shall specifically provide that Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners and its officials, agents, or employees shall be "additional insureds" under the policy. The insurance coverage and limits provided herein are designed to meet the minimum requirements 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 are postponed or cancelled, they may be rescheduled for another time prior to September 30, 2025.
- 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, INC. on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA,

Through its Designee

BY: 
Interim County Administrator
~~Purchasing Director~~

DATE: 8/31/22

COMPANY: FLORIDA SPORTS FOUNDATION, INC.

Angela Suggs

Signature

DATE: August 3, 2022

WITNESSES:

Print or Type Name

Signature

DATE: August 3, 2022

Print or Type Name

Signature


DATE: August 3, 2022

Exhibit A

- **Florida's Sports Coast Logo**



Exhibit B

 SPORTS EVENT FUNDING PROGRAM POST EVENT REPORT	
Event Name: _____	Event Dates: _____
Organization: _____	
Section 1. Hotel Impact	
No. of Room Nights in Passer (INP): _____	No. of Room Nights Out of Passer: _____
Total No. of Room Nights: _____	Average Daily Rate (ADR): \$ _____
INP X ADR = \$ _____	Total Accommodations Impact (TAI) \$ _____
TAI X 4% = \$ _____	Total Funding (INP X \$12.00) = \$ _____
Section 2. Local Economic Impact	
No. of Local Teams: _____	_____
No. of In-State Overnight Teams: _____	_____
No. of Out of the State Teams: _____	_____
Total No. of Teams: _____	_____
Average No. of Players per Team: _____	_____
Average No. of Coaches per team: _____	_____
Average No. of Adult Spectators per Participant: _____	_____
Average No. of Youth Spectators per Participant: _____	_____
Projected No. of Room Nights: _____	_____
Section 3. Marketing Summary	
Please explain how Florida's Sports Coast was promoted on event advertisements, website or social media. Attach copy of ads.	

Section 4. Hotel	
Include No. of Room Nights generated in hotels below. Please attach Pick-Up Report or Survey Summary	
Fairfield Inn Suites Wesley Chapel _____	Hilton Garden Inn Wesley Chapel _____
Saddlebrook Resort & Spa _____	Holiday Inn Express Wesley Chapel _____
Hampton Inn Wesley Chapel _____	Hyatt Place Wesley Chapel _____
Sleep Inn Wesley Chapel _____	Roadway Inn Wesley Chapel _____
Hilton Garden Inn Suncoast _____	Residence Inn Suncoast _____
Hampton Inn Odessa _____	Holiday Inn Express Trinity _____
Other: _____	Other: _____
Other: _____	Other: _____
Short-Term Rental Accommodations: _____	_____
Section 5. Funding Invoice	
Please attach an invoice for the total amount of funding you are seeking for up to the amount approved in the funding agreement (INP X \$12.00)	
1. Addressed to Pasco County Board of County Commissioners	Submitted by: _____
2. Organization Name (As specified in agreement)	Title: _____
Organization: _____	Signature: _____
3. Invoice Number	Date: _____
5. Date of submission	_____
6. Total Funding Amount	_____

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.