

**PASCO COUNTY TOURIST DEVELOPMENT
SPONSORSHIP AGREEMENT**

THIS TOURIST DEVELOPMENT 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, Incorporated, a Florida not for profit corporation, hereinafter called the "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 annual event, the Florida Senior Games, for the years 2025 through and including 2028, hereafter referred to as "the Events" in Pasco County, Florida, that will attract tourists to Pasco County; and

WHEREAS, in furtherance of promoting Pasco County to tourists, the Board of Pasco County Commissioners desires to provide monetary reimbursement from tourist development tax revenues to FSF for qualifying promotion and advertising of 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, 2029, unless otherwise terminated or extended in accordance with the provisions of this Agreement.

SECTION 3. MAXIMUM AMOUNT OF FUNDING

A total of up to \$189,596.63 may be remitted to FSF by the COUNTY for marketing and facility rental fees as follows:

- Year 1 – 2025 Florida Senior Games: \$43,989.00
- Year 2 – 2026 Florida Senior Games: \$46,188.65
- Year 3 – 2027 Florida Senior Games: \$48,497.08
- Year 4 – 2028 Florida Senior Games: \$50,921.90

SECTION 4. SPONSORSHIP BENEFITS

The COUNTY’s destination brand, Florida’s Sports Coast shall be recognized as 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’ livestream, 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 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. FSF shall comply with all Sponsorship Benefits included in Section 4 of this Agreement.
- c. Within forty-five (45) days after the ending date of each Event, FSF shall submit to the COUNTY a complete Post Event Promotional Report, containing original or copies of advertisement(s), broadcast/video script(s) or demo video/audio versions of promotions, print advertisement, and/or internet advertisement, social media screenshots and any other applicable proof of performance of the Sponsorship Benefits as stated in Section 4 of this Agreement. The Post Event Promotional Report shall include promotional value and performance statistics for each of the Sponsorship Benefits.
- d. Within forty-five (45) days after the ending date of each Event FSF shall submit to the COUNTY a complete Post Event Report, provided as Exhibit B, reporting attendance and room night generation.
- e. FSF must fill out Sports Tourism Survey using the QR Code included in the Post Event Report mentioned in Section 5.c. of this Agreement.
- f. 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
8731 Citizens Dr.
New Port Richey, FL 34654

If to Florida Sports Foundation, Incorporated:

Maicel Green
1203 Governors Square Blvd
Suite 300
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, Florida Statutes (2024), as this statute may be amended from time to time, is deemed to apply to this contractual Agreement. 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 any way 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 Events. 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 two million dollars (\$2,000,000.00) 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).

FPT 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 Events are postponed or cancelled, they may be rescheduled for another time prior to end of the Agreement.
- 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 8731 Citizens Dr. New Port Richey, FL 34654.

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

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: _____

DATE: _____

COMPANY: Florida Sports Foundation, Incorporated

Maicel Green
Signature

MAICEL GREEN
Maicel Green

DATE: 8/1, 2025

WITNESSES:

Charlotte Cowen
Signature of Witness

Charlotte Cowen
Print or Type Name

Micah Brown
Signature of Witness

Micah Brown
Print or Type Name



**INTEROFFICE
MEMORANDUM**

DATE: April 25, 2025

TO: Distribution

FROM: Carrie C. Roberts, Purchasing Director *CC*

SUBJECT: Delegation of Authority

Memo: PU25-0019

This memorandum is to formally advise that the following Purchasing Department personnel has the authority to sign all documents, requiring my signature, at any time that I am out of office.

Kimberlie Miller - Assistant Purchasing Director
Phone: 727-473-0047

Kathryn Farrelly – Purchasing Manager
Phone: 727-473-0043

Should you need any further assistance, please contact the Purchasing Department at 727-473-0046 cc via email: purchasing@pascocountyfl.net

Mike Carballa, County Administrator
Erik Breitenbach, Internal Services ACA
Cathy Pearson, Public Services ACA
Branford Adumuah, Public Infrastructure ACA
David Allen, Development Services ACA
J.J. Murphy, Public Safety ACA
Andrew Baxter, Facilities Management Director
Barbara Hitzemann, Human Resources Director
Brent Wahl, Fleet Management Director
Jessica Bleser, Fiscal Services Director
Amielee Farrell, OMB Director
Todd Bayley, Chief Information Officer
Andrew Fossa, Emergency Management Director
Capt. Eric Seltzer, Emergency Services/911 Director

CR/kf

INTERNAL SERVICES BRANCH

727.473.0046 | Purchasing Department | 7536 State Street Ste 221 | New Port Richey, FL 34654