

AGREEMENT

THIS AGREEMENT is made and entered into effective **XXXX** by and between Martin County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, (hereinafter referred to as "County") and the Treasure Coast Sports Commission, a Florida not-for-profit corporation, whose Federal Employer Identification Number is 65-0908000 (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, pursuant to Section 125.0104, Fla. Stat. and Chapter 71, Article 6, General Ordinances, Martin County Code, has established the Martin County Tourist Development Council (hereinafter referred to as the "TDC"); has levied and imposed a tourist development tax; and has established a Tourist Development Plan for use of the funds derived from the tax; and

WHEREAS, the Tourist Development Plan currently provides that, the tax revenues received pursuant to this ordinance shall be used to fund the Martin County Tourist Development Plan. Of the funds derived from such tax after the costs of collection and administration, the following categories of use of the five percent (5%) tax are set forth together with a table of the tax percentages of the total amount of yearly revenues by category:

The percentage of annual revenue is listed in the Table of Tax Percentages:

Category	Total Percentage
A. Promotion	65.7%
B. Sports Promotion	12%
C. Capital Projects	0.00%
D. Beaches & Inlet Inlet capped at \$500K Beach capped at \$400K	22.3% *

and WHEREAS, the parties desire to enter into an agreement whereby Contractor, as an independent contractor, will furnish the professional services of an amateur sports destination marketing organization to assist County in the administration and implementation of activities and projects under Category "B", of the Tourist Development Plan;

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

1. Functions and Services. Contractor shall assist County in promoting Martin County as a sports destination in the State of Florida, nationally, and internationally, in furtherance of the objectives of County's Tourist Development Plan by performing the functions and services described in the Scope of Work and Sports Tourism Marketing Plan for Martin County attached hereto as Exhibit "A."

2. Reporting. Contractor shall provide reports of its activities under this Agreement, comprising the following:

a. An electronic report shall be submitted no later than five (5) business days prior to the TDC meeting to the Office of Tourism and Marketing, as well as a presentation of the report (among other matters) at each meeting of the TDC, made by Contractor's designee. Contractor shall use the form attached as Exhibit "D" to provide financial details and summarize activities related to travel, marketing, promotions, advertising, bid fees, sponsorships and other expenditures as related to the approved marketing plan set forth in Exhibit "A". Upon request by County, Contractor shall provide a Statement of Financial Activities and/or Statement of Financial Position as an attachment to Exhibit "D";

A quarterly electronic report, which shall be distributed by Contractor to each member of the TDC, County Administrator, Office of Tourism and Marketing, and such other County staff as shall be designated by the County Administrator. Such quarterly reports shall be distributed not more than thirty (30) days following the end of each calendar quarter during the term hereof, and shall consist of (I) up to date quarterly and annualized (i.e., from the beginning of the contract year through the date of report) budget income and expenditures (actual and projected); and (II) a summary of all actions taken during the reported quarter. Such summary shall include, but not be limited to, travel (outlining destinations and cost), marketing, and advertising; and (III) a progress report detailing the progress or completion of each item contained in the marketing plan attached herein as Exhibit "A"; and (IV) report of all lead on new events acquired through tradeshow, sales calls, cold calls, direct meeting requests and/or leads passed on from partner organizations.

An annual electronic report, which shall be distributed by Contractor to each member of the TDC, County Administrator, Office of Tourism and Marketing, and such other County staff as shall be designated by the County Administrator. Such annual report shall be distributed not more than one hundred twenty (120) days following the end of the County's fiscal year (September 30) during the term hereof, and shall be (I) cumulative of the preceding four (4) quarters and shall provide a

summary overview of the activities of the Contractor, as well as expenditures in sufficient detail and in the manner of a Statement of Financial Activities and Statement of Financial Position demonstrating compliance with the Annual Budget attached as Exhibit “B” and any projections for the coming fiscal year; and (II) an assessment of the extent to which Contractor achieved the goals established in the Annual Marketing Plan.

- b. Any other reports as may reasonably be requested by County or the TDC relating to the duties and responsibilities of Contractor under this Agreement.

Contractor will make available appropriate personnel to provide additional information, as well as supporting documents and respond to questions from County staff, members of the TDC and County’s Board of County Commissioners with regard to the information contained in the quarterly and annual reports provided by Contractor hereunder.

3. Performance Measures. Contractor shall prepare and submit to the Office of Tourism and Marketing, the TDC, and Board of County Commissioners quarterly evaluations of the Contractor’s performance of its duties under this Agreement. Such evaluation will be discussed with the Office of Tourism and Marketing prior to submission to the TDC. In the performance of its duties under this Agreement, the Contractor agrees to achieve the performance measures and budget goals established at the beginning of the fiscal year, in keeping with industry standards. Such performance measures are set forth and hereto Exhibit “E”.

4. Budget Process. On or before June 1 of each calendar year, or at such other time established for County departments to submit their budgets for the succeeding fiscal year, Contractor shall prepare and submit to the TDC and County for approval, an Annual Budget estimating the cost of performing the functions and services contemplated by this Agreement for such succeeding fiscal year. Such Annual Budget shall provide for categories of expenditures in accordance with standards of the industry and consistent with generally accepted accounting practices. Such Annual Budget, in addition to total annual amounts for each category, shall include cash flow projections of expenditures for each budget category. Upon approval by the TDC and County, such Annual Budget shall be attached hereto as Exhibit “B”. The amounts applicable to the various line items of the Annual Budget approved by the TDC and County can be subject to the maximum total amount, be increased or decreased by up to \$1,000 at the discretion of Contractor; adjustment in excess of \$1,000 of any line item, within the maximum total amount, must be authorized by the County Administrator or designee. Contractor agrees that the provision of bonuses or other lump sum payment for its employees is expressly prohibited and may not be authorized. In the event Contractor encounters unanticipated necessary expenses in performing services to be provided by

Contractor under this Agreement, determines that unanticipated additional tourist tax revenues are available to fund additional promotional activities or that an unanticipated shortfall in tourist tax revenues is likely to occur, or otherwise determines that a revision of the Annual Budget as adopted by County to date is desirable to accomplish the goals of County's Tourist Development Plan, then Contractor may submit a recommended revised Annual Budget request to the TDC and County for approval as an amended Exhibit "B" to this Agreement, and County may consider, but shall not be obligated to grant, said request. Any funds not utilized by the Contractor in accordance with Exhibit "B" during the term of this Agreement must be returned to the County within one hundred twenty (120) days of the expiration or termination of this Agreement. The Contractor shall allocate no less than 60% of the total budget for sports grants. Outside Exhibit C The maximum grant award shall be \$10,000. If the Contractor determines there is significant tourist development value in a grant in excess of \$10,000, the Contractor shall submit such grant request in excess of \$10,000 to the TDC for review and recommendation. Following TDC review and recommendation the grant request shall be submitted to the Board of County Commissioners for authorization. Provided however, such request shall be made by the County in its sole discretion.

5. Payments to Contractor. County shall provide from designated tourist tax revenues available to County financial support to Contractor which shall be used exclusively to perform the functions and services described in Exhibit "A" in support of County's Tourist Development Plan in compliance with Contractor's approved budget set forth in Exhibit "B" and in the implementation of Contractor's Annual Marketing Plan. Such financial support will be paid to Contractor in quarterly installments as set forth in the disbursement schedule in Exhibit "B". Provided however, Contractor acknowledges and agrees that such quarterly installments, as well as the total financial support, are only estimates based on anticipated tourist tax collections and all payments are subject to actual tourist tax collections. Contractor acknowledges and agrees that this Agreement does not guarantee any amount of payment as set forth in the provisions of Section 26 below.

6. Financial Procedures. In the performance of its duties under this Agreement, Contractor will follow financial procedures and keep financial books and records consistent with generally accepted accounting procedures and which allocate expenditures among the categories of use established in County's Tourist Development Plan. In addition, with respect to tourist tax revenues, Contractor will comply with the provisions and requirements of Section 125.0104 Fla. Stat. applicable to tourism promotion agencies. In all procurements of goods or services, Contractor shall develop a Procurement Policy. Contractor shall develop a Travel and Entertainment policy consistent with Section 125.0104 Fla. Stat. The Procurement Policy and Travel/ Entertainment Policy must be reviewed annually and adhered to and maintained as a requirement of this contract. All expenditures by Contractor of funds provided by County under this

Agreement shall be in accordance with the Annual Budget of Contractor as in effect at the time of the expenditure. Each invoice paid by Contractor shall be itemized in sufficient detail for audit thereof, and shall be supported by copies of the corresponding vendor invoices and proof of receipt or performance of the goods or services invoiced. Contractor shall have a financial and contractual audit conducted annually by a qualified independent auditor approved by County in accordance with generally accepted accounting principles promptly after the end of Contractor's fiscal year, which shall correspond to County's fiscal year. Each audit shall be completed no later than the 31st day of the month of May following the end of the audited fiscal year (September 30), unless Contractor has applied to County and received an extension of time for good cause shown. Promptly after receipt of each such audit, Contractor will distribute to County a true copy thereof.

7. Accounting and Use of Non-Tourist Tax Funds. Contractor's policies and procedures shall make provision for one or more separate accounts for receipt of any revenues received by Contractor other than funds received from County under this Agreement, such as membership dues, participation fees, grants, and contributions. Contractor may pay from such accounts expenses of Contractor that are not paid from funds received from County under this Agreement. Contractor shall incur and pay only such expenses as are lawful ordinary and necessary administrative and operating expenses incurred in connection with the marketing and promotion of Martin County overnight tourism. Contractor will include reports of the receipt and expenditure of such revenues in its financial reports to County.

8. In Kind Contributions. Contractor will make best efforts to record actual, or good faith estimates of, in-kind contributions of goods and services received by Contractor and devoted to the performance of Contractor's functions and services under this Agreement. Contractor will include reports of in-kind contributions in its financial reports to County.

9. County Facility Use.

The County shall also grant Contractor the use of County owned facilities for Contractor meetings, awards ceremonies and other activities up to three (3) times per contract year subject to prior written approval by the County, in County's sole discretion. The requested facility use and hours of use cannot impact facilities that have peak date and season use by the public (I.e. Mansion for weddings on Friday and Saturday nights).

The Contractor may be permitted to utilize County athletic facility, field-rentals for events that generate economic impact and room nights for Martin County with prior approval of the Director of the Parks and Recreation Department

The Contractor may be permitted to utilize County athletic facility, field-rentals with the following discounted structure for new events that generate economic impact and room nights for Martin County. The following scale will be used to evaluate applicable facility discount for new events vetted by the Treasure Coast Sports Commission with prior approval of the Director of the Parks and Recreation Department:

- 50-200 room nights will be offered 10-25% discount on facilities and/ or field rentals
- 200-400 room nights will be offered a 35% discount on facilities, and/ or field rentals
- 400-799 room nights will be offered a 50% discount on facilities, and /or field rentals
- 800-1000 room nights will receive complimentary use of facilities, and/or field rentals

Discounted will be tallied after the event to be paid as a reimbursement. Discounts will be reviewed and based on actual and final room pick up once validated by Office of Tourism and Marketing.

10. Property Control. Any and all furniture and equipment acquired directly from County funds expended under this Agreement shall become the property of County at the expiration or termination of this Agreement. All such furniture and equipment shall be marked by County property tags and placed on County property inventory list in accordance with Chapter 274 Fla. Stat. at the time of delivery to Contractor. Contractor shall use all furniture and equipment in a careful and prudent manner and shall maintain it in good repair and condition, ordinary wear and tear is accepted.

11. Intellectual Property. All logos, slogans, trademarks, trade names, written copy, layouts, production materials, formulas, receipts, videos, photographs and all other electronic media, as well as all other intellectual property created by or on behalf of Contractor or County under this Agreement or otherwise under County's Tourist Development Plan shall be property of County, and Contractor hereby assigns to County any and all rights Contractor has or may acquire in such intellectual property. County hereby grants a nonexclusive license to Contractor for the use of all other such intellectual property during the term of this Agreement for the purpose of carrying out Contractor's duties under this Agreement; provided, that such use shall be subject to the terms of this Agreement including any approvals by County required hereunder, and provided further, that any and all revenues derived from such use by Contractor shall be applied solely to the performance of Contractor's duties under this Agreement in accordance with its terms, and any such revenue not so applied shall be remitted by Contractor to County. Contractor agrees to provide copies of all intellectual property as defined herein to County upon request within a reasonable time from County's request. Contractor shall take no action inconsistent with County's rights in such intellectual property, and will take reasonable actions, including registration or assignment of trademarks and trade names, as necessary and appropriate to protect County's rights in such property.

12. Findings Proprietary. Any reports, information or data given to, prepared, or assembled for or by Contractor under this Agreement which County requests be kept as proprietary shall not be made available to any individual or organization without the prior written approval of County. No material produced in whole or in part hereunder shall be subject to copyright in the United States or in any other country by any part other than by County or by Contractor under the conditions specified herein. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use any reports, data, or other materials prepared under this Agreement.

13. Open Meetings. Contractor expressly agrees that, throughout the duration of this Agreement, all meetings of its Board of Directors, its Executive Committee, if any, and any other committees shall fully comply with the requirements of the State of Florida's Government in the Sunshine Law Section 286.011, Fla. Stat.

14. PUBLIC RECORDS

Failure to comply with the following provisions shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of information is required by law or regulation or applicable legal or regulatory process, the COUNTY shall give notice as is practicable to the CONTRACTOR that such disclosure is required.

CONTRACTOR shall comply with public records laws, specifically, CONTRACTOR shall:

- (i) keep and maintain public records required by COUNTY to perform the service;
- (ii) upon request from COUNTY's custodian of public records, provide 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 in Chapter 119, Florida Statutes or as otherwise provided by law;
- (iii) 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 Agreement term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and
- (iv) upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's

custodian of public records, in a format that is compatible with the information technology systems of COUNTY. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (772) 288-5400, Public_Records@MARTIN.FL.US, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.**

15. Prohibition of Assignment. Contractor shall not assign, sublet, convey or transfer in whole or in part its interest in this Agreement, without the prior written consent of County.

16. Independent Contractor. Contractor is and shall be an independent contractor in the performance of all work, services and activities under this Agreement and not an agent or servant of County. The officers, employees, servants and agents of Contractor shall not be considered to be officers, employees, servants or agents of County. All persons engaged in any of the work or services performed pursuant to this Agreement shall be at all times, and in all places, subject to Contractor's sole direction, supervision and control. Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Contractor's relationship and the relationship of its employees to County shall be that of an independent contractor and not as officers, employees, agents or servants of Martin County.

17. Use of Subcontractors. Contractor may enter into contracts with firms or individuals for services necessary for the performance of the services provided by Contractor under the terms of this Agreement and in accordance with the Annual Budget provided for herein. The terms of any such contract shall not extend beyond the expiration or earlier termination of this Agreement or any renewal hereof, and all such contracts shall expressly so provide. No such contract or agreement shall obligate County in any manner to any third party. All such contracts shall be in writing and shall state that Contractor is an independent service contractor of County and does not have the authority to enter into any contract on County's behalf or to bind County to any such contract and shall further state that, unless consented to by County, County shall not be liable for any services rendered or goods delivered under said contracts regardless of the receipt by County of any benefits there under. Notwithstanding the foregoing, all such contracts shall provide that in the event of early termination of this Agreement, upon election by County, such contracts shall remain in full force and effect, with County to be substituted for Contractor as a party to such contract.

18. E-Verify. [REQUIRED IN ALL CONTRACTS AFTER JANUARY 1, 2021]

As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.

e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

19. Insurance. Throughout the term of this Agreement, Contractor shall maintain in force and effect policies of insurance as required in Exhibit "C" hereto.

20. Conflict of Interest. Neither Contractor, nor its officers, directors, agents or employees shall acquire any interest, either directly or indirectly, which would conflict in any manner with the duties, obligations or the performance of services provided for in this Agreement. Contractor shall promptly notify the TDC and County in writing of all potential conflicts of interest, and specify the association, interest or other circumstance which may appear to influence Contractor, its officers, directors, agents or employees. In the event the County Attorney's Office shall determine that such association, interest or other circumstance would constitute a conflict of interest, Contractor, its officers, directors, agents or employees shall take all action necessary to resolve the conflict of interest.

21. Authority to Practice. Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a responsible manner. Proof of such licenses and approvals shall be submitted to County upon request.

22. Public Entity Crimes. As provided in Section 287.132-133 Fla. Stat., by entering into this contract or performing any work in furtherance hereof, Contractor certifies that it, and its affiliates, suppliers, subcontractors and consultants who will perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof.

23. Certificate of Authority and No Conflict. Contractor hereby certifies that it is legally entitled to enter into this Agreement with County, and that it is not and will not be violating either directly or indirectly any conflict of interest statute or any other applicable statute by the performance of this Agreement.

24. Indemnification. Contractor shall indemnify, save and hold harmless County, its officers, employees, servants and agents from and against any and all claims, liabilities, losses and/or causes of actions which may arise from any negligent or willful act or omission of Contractor, its officers, employees, servants and agents in the performance of services under this Agreement, except to the extent such claims, liabilities, losses and/or causes of actions may be caused by any negligent or willful act or omissions of County or its officers, employees, servants or agents. Contractor further agrees to indemnify, save, hold harmless and defend County, its officers, employees, servants and agents from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of Contractor, other than as provided in the preceding sentence and for which County, its officers, employees, servants and agents are alleged to be liable.

25. DISPUTE RESOLUTION & MEDIATION The Parties agree that prior to the filing of any lawsuit, the Parties shall first engage in an informal dispute resolution process whereby the County's designee and the Contractor's designee will meet in person at the County Offices, or by video with mutual consent, to discuss and resolve in good faith any sort of dispute related to this contract. In the event the informal dispute resolution does not resolve the issues, then the Parties shall engage in mediation. Said mediator shall be mutually acceptable to both Parties to conduct a mediation of the issues involved. The mediation shall take place in person, and shall be conducted in Martin County, unless both Parties agree otherwise as to location. The Parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each Party.

26. Law, Jurisdiction, Venue, Waiver of Jury Trial, Attorneys' Fees. This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, COUNTY AND CONTRACTOR HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING ANY ADVISORY JURY. The parties expressly agree that each party will bear its own attorneys' fees and court costs incurred in connection with this agreement.

27. Term; Renewal. Unless earlier terminated as provided herein, the initial term of this Agreement shall be for the period October 1, 2025 through September 30, 2026.

28. Termination.

a. Either party may terminate this Agreement at any time without cause by giving the other not less than ninety (90) days advance written notice of such termination and specifying the effective date thereof. If Contractor or County, at any time during the initial term or any additional term of this Agreement, should be in default (i.e. commit a material breach) of this Agreement, and shall fail to remedy such default within thirty (30) days after written notice of such default from the other party, then the non-defaulting party may at its option terminate this Agreement by giving the defaulting party written notice of its election to terminate this Agreement, and specifying the effective date thereof, not less than thirty (30) days after the expiration of such thirty-day opportunity to cure, and at least ten (10) days prior to the effective date of said termination.

b. Unless Contractor is in breach of this Agreement, Contractor shall be paid for services rendered in accordance herewith through the date of termination. After receipt or delivery of a Termination Notice and except as otherwise directed by County, Contractor shall:

- i. Stop work on the date and to the extent specified.
- ii. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- iii. Transfer all work in process, completed work, and other materials related to the terminated work to Martin County.

c. Continue and complete all parts of the work that have not been terminated.

29. Performance and Obligation to Pay. Contractor's performance and County's performance and obligation to pay under this Agreement are contingent upon the allocation of Tourist Development Tax funds for the purposes and uses provided in this Agreement, the collection and availability of the Tourist Development Tax funds designated in County's Tourist Development Plan for Category "B" uses and an annual appropriation of Tourist Development Tax funds by County for the purposes and uses provided for in this Agreement and the attached Exhibit "B".

30. Approvals by County. Any approvals, adoptions, consents or acceptances of County required by this Agreement shall require the prior written approval, adoption, consent or acceptance of the Board of County Commissioners of Martin County and shall as a condition precedent to said approval, adoption, consent or acceptance of the Board of County Commissioners of Martin County require action by the TDC.

31. Notices. All notices required by this Agreement shall be sent by certified mail, return receipt requested, and if sent to County, shall be mailed to:

County Administrative Center
2401 S.E. Monterey Road
Stuart, FL 34996
Attention: County Administrator

With copy to: County Administrative Center
2401 SE Monterey Rd.
Stuart, FL 34996
Attention: Director, Parks & Recreation Department

And if sent to Contractor, shall be mailed to:

Rick Hatcher
President/CEO
Treasure Coast Sports Commission, Inc.
P.O. Box 882172
Port St. Lucie, FL 34988-2172

32. Amendment. This Agreement shall constitute the whole Agreement between the parties unless otherwise amended in writing. Any failure by County to require strict performance by Contractor or any waiver by County of any provision of this Agreement shall not be construed as a consent or waiver of any other breach of the same or any other provision.

33. Ordinance Amendment. Nothing in this Agreement shall impair or prohibit the Board of County Commissioners from amending County's Tourist Development Ordinance as County may from time to time deem appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

SARAH HEARD, CHAIR

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ELYSSE A. ELDER
ACTING COUNTY ATTORNEY

ATTEST:

TREASURE COAST SPORTS COMMISSION

SECRETARY

RICK HATCHER
PRESIDENT/CEO

(SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

ATTORNEY FOR CONTRACTOR

EXHIBIT "A"

SCOPE OF WORK

In cooperation with the TDC, County's Board of County Commissioners, appropriate staff of County, and other stakeholders, Contractor shall assist County in promoting Martin County as a sports destination in the State of Florida, nationally, and internationally, in furtherance of the objectives of County's Tourist Development Plan, by performing the following functions and services:

1. Promotion of Sporting Events

A. Annual Marketing Plan. In cooperation and consultation with the TDC, with persons providing contractual services for County's Tourist Development Plan under this Agreement, and with other interested persons, Contractor shall develop a specific and detailed annual marketing plan (referred to herein as the "Annual Marketing Plan") for accomplishing the purposes of County's Tourist Development Plan. Contractor will submit such Annual Marketing Plan to the TDC for its review, modification and adoption. Following its adoption by the TDC, the TDC will submit the Annual Marketing Plan to each member of County's Board of County Commissioners. Contractor will implement such Plan as provided in Scope of Work. Such Plan may be amended from time to time in the same manner as provided for its adoption.

B. Other Activities. The Contractor will use the tourist tax funds to promote Martin County as a sports destination and promote overnight tourism. Including, but not limited to the following:

- Promote and attract sporting events to Martin County.
- Support college, high school and professional athletics events, as well as, training programs.
- Enlist the support of County and local agencies in the development of amateur athletic competitions.
- Promote the development of recreational athletic opportunities for all ages.
- Work with hotels and tourism stakeholders to acquire events that are in alignment with the needs of partners and hotel availability.
- Review potential events and provide reports on all lead of new events acquired through tradeshow, sales calls, cold call, direct meeting requests and/or leads passed on from partner organizations.
- Serve as an Ambassador promoting Martin County as a sports destination and regional and national events, associations meetings and other relevant activities.
- Help brand and position Martin County within the sports marketplace.

- Report on all lead on new events acquired through tradeshow, sales calls, cold call, direct meeting requests and/or leads passed on from partner organizations.

Contractor will collaborate with Martin County tourism stakeholders including the Office of Tourism and Marketing, Martin County Parks and Recreation Department, and will be responsive to the direction of the Tourist Development Council and ultimately the Martin County Board of County Commissioners. The Contractor is the official sports promotion and development organization of Martin County.

Reports reflecting County activities, including an expense report of all tourist tax dollars expended and the number of bed nights and other revenues generated in Martin County by the Contractor, marketing efforts and activities will be due to the TDC through the Martin County Tourism Administration on the following dates:

2. Performance Reports. Performance reports will be due as follows:

Quarterly Performance Reports:

January 31, 2026

April 30, 2026

July 31, 2026

October 31, 2026

Annual Performance Report:

January 31, 2027

Audit Report:

May 31, 2027

Sports Tourism Marketing Plan for Martin County FY26

The mission of the Treasure Coast Sports Commission is to promote the Treasure Coast as a premier destination able to host a variety of youth and adult amateur sporting events. These events will generate hotel room nights, support the local economy and quality of life for the region.

Target Sports: Sailing, Rowing, Golf, Softball, Aquatics, Cycling, Soccer, Lacrosse, Youth Baseball, Beach Volleyball, Equestrian, Tournament Fishing, Endurance Running, Triathlons and other competitions.

Partners: Martin County Parks & Recreation, local High Schools, US Sailing Center of Martin County, Martin County Hoteliers, the Florida Sports Foundation, the Sunshine Sports Council, and

PlayEasy.

Promote Martin County at various Sports Tourism Conferences and Industry Tradeshow. The Following shows will be evaluated on an annual basis to determine the highest ROI for attendance:

- Sports Event & Tourism Association (Sports ETA)
 - Connect Sports
 - Florida Sports Foundation Sports Summit
 - S.P.O.R.T.S.
 - T.E.A.M.S. / Sports Link
 - US Sports Congress
 - Sunshine Sports Council Think Tank
- Attendance at National Conferences to conduct face-to-face meetings/appointments
Contact Event Owners, Rights Holders and Sports Organizations
 1. Arrange Site Visits.
 2. Promote Accommodations and Venues.
 - TCSC Website, <https://playtreasurecoastflorida.com/>
 - PlayEasy Venue Platform, <https://www.playeasy.com/>
 - Florida Sports Foundation Digital Venue Guide playinflorida.com/directory-facilities-guides/
 - Social Media Platforms (Facebook, Instagram, and LinkedIn)
 - Promote Partnership Marketing (PPM).
 3. Featured in Florida Sports Partnership
 4. Featured in the Sports Destination Magazine.
 5. Work with hotels and tourism stakeholders to ensure events are in alignment with the needs of partners and hotel availability.

Promote Martin County Hotels:

Partnership
Website Promotion
Social Media Promotion
Site Visits
Event Promotion
Video Promotion

Promote Restaurants:

Website Promotion
Social Media Promotion
Bounce Back Coupons or Discounts extended to participants/spectators

Promote Venues:

- Halpatiokee Regional Park
- Sailfish Splash Water Park
- Sailfish Sands Golf Course
- Langford Park
- Pineapple Park
- Citrus Grove Community Park
- Justin Wilson Park

- US Sailing Center
- Timer Powers Park

Other sports related facilities/venues:

- Martin County Fairgrounds
- South County, JV Reed
- Stuart Beach
- Jensen Beach

Event Owners, Rights Holders & Organizations

- United States Specialty Sports Association (USSSA)
- US Sailing Center
- First Responder Institute
- Players International Management, Inc. / Pickleball
- Florida United Hockey
- Advanced Golf Partners/UNC Greensboro Golf
- United State Fastpitch Association
- Lacrosse Rights Holders
- United Flag Football League
- USA Swimming
- Treasure Coast Marathon
- Florida Sunshine State Games
- GameOn Race Events
- US Sailing Center
- All In Play Sports - Soccer
- Florida Half Century
- Gardens Synchro
- Professional Sports Camps

Major Events, Hosting Experience:

- First Responder Institute's Firefighter Challenge World Championship
- Florida High School Athletic Association (FHSA) State Swim & Dive Championship
- Babe Ruth Softball World Series
- Cal Ripken Baseball Invitational
- Sailfish Splash Softball Tournament
- CSCAA Swimming & Diving Invitational
- United States Lifesaving Association (USLA) SE Region Lifeguard Competition
- Advanced Golf Partners Collegiate Golf Tournament
- USA Junior Olympic Sailing Center
- USSSA Sailfish Splash Tournament
- Florida Coast Spring Training
- Marathon of the Treasure Coast
- Southeast Region Synchronized Swimming Championships
- ML8 Lacrosse Events
- Escape to Hutchinson Island Triathlon
- World Long Drive Competition
- Sunshine State Games Sailing

New Events:

- Youth World Cup Soccer
- All In Play Sports - Soccer
- United State Fastpitch Association (2 new events)
- International Sailing Event
- Artistic Swim
- United Flag Football League

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EXHIBIT "B"

PROPOSED FY2026 BUDGET

REVENUES	PROPOSED BUDGET
TOTAL REVENUES	\$210,000.00
EXPENDITURES	
Salaries	\$50,000.00
Employee Benefits (Medical Insurance)	\$7,000.00
Payroll Taxes/Unemployment Comp.	\$3,500.00
Professional fees	\$3,000.00
Supplies	\$2,000.00
Telephone	\$900.00
Postage and shipping	\$100.00
Strategic Plan	\$10,000.00
Marketing	\$14,000.00
Membership dues	\$4,000.00
Martin County Grants Awarded	\$100,000.00
New Events Only	\$10,000.00
TOTAL EXPENSES	\$204,500.00

All invoices must be detailed with supporting documentation to be tracked under the following categories: Administration/Marketing or Grants.

DISBURSEMENT SCHEDULE

County funding for the Treasure Coast Sports Commission, Inc., (TCSC) is as follows:

- Administration/Marketing	\$90,000
- Grants	\$100,000
- New Event Opportunities	\$10,000
- Strategic Plan	\$10,000
Total Funding	\$210,000

Personnel Costs / General Operations:

Upon receipt of an invoice detailing planned activities and expenditures to promote Martin County as an amateur sports destination promoting overnight tourism, disbursements will be made in quarterly installments of \$22,500 up to a maximum of \$90,000.

Quarterly Schedule:

- October 15, 2025
- January 15, 2026
- April 15, 2026
- July 15, 2026

Marketing / Promotions:

Contractor will submit invoices for all grants including event bid fees/sponsorships on an as needed basis approximately one month prior to the bid fee due dates. Following submission of sport grants the Contractor shall remit receipts for said bid fees/sponsorships up to a maximum of \$100,000 with an additional \$20,000 dedicated to hosting in sporting events.

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EXHIBIT "C"

CERTIFICATE OF INSURANCE

EXHIBIT "D"

TOURIST DEVELOPMENT COUNCIL CONTRACTED PARTNER REPORTING FORM

Travel and FAM Reporting (Entertainment, Mileage, Registration, Meals
Conference)

Agency	Destination	Conferences	Cost	Summary

Marketing/Promotion/Advertising

Agency		Target Market	Cost	Summary
Team IP		Tradeshow Marketing Item	\$4,000	Destination Promo Items
Huddle Up Group		Great 8 Cities	\$4000	Destination Promotion & Event Owner Access
Destinations International		Event Tracking Metrics	\$2,500	Sports Impact Report
PlayEasy		Event Owners	\$3,500	Digital Venue Guide & Event RFPs

Grants - Bid Fees

EXHIBIT "E"

PERFORMANCE MEASURE

The mission of the Treasure Coast Sports Commission is to strengthen the quality of life and economic well-being for the Treasure Coast region through recruiting, retaining, and supporting sports-related events and activities that will enhance the region's economy and exposure. Quarterly reports on the following performance measures will be presented to the TDC for review.

New Events
Canceled Events

Event Name	Sport Hosted	Actualized Hotel Room Nights	Martin TDC Event Grant	Estimated Direct Spending	Estimated Economic Impact
Martin County Senior State Games	Pickleball	35	\$1,500	\$31,840	\$55,083
Boo at The Beach	Youth Softball	0	\$0	\$0	\$0
Fall Classic Lacrosse	Lacrosse	445	\$3,700	\$726,461	\$1,256,777
Sunfish Regatta	Sailing	35	\$500	\$28,950	\$50,084
Treasure Coast Ultra and Adventure Race	Ultra/Adventure Run	58	\$1,000	\$28,039	\$48,507
Turkey Bowl	Youth Softball	0	\$0	\$0	\$0
All-In Play Soccer	Soccer	0	\$0	\$0	\$0
USA Junior Olympic Sailing Festival	Sailing	451	\$4,000	\$141,048	\$244,014
CSCAA Swimming and Diving	Aquatics	788	\$8,000	\$274,072	\$474,144
RPS Junior Golf Tournament	Golf	40	\$500	\$9,524	\$21,666
Florida Half Century Softball	Adult Softball	72	\$810	\$82,697	\$143,065
Club 420 Team Mid-Winter Championship	Sailing	150	\$2,000	\$146,704	\$253,798
Florida Half Century Softball	Adult Softball	3	\$0	\$3,344	\$5,785
Club 420 Midwinter Championship	Sailing	703	\$5,000	\$115,055	\$199,046
Advanced Golf Partners Women's Collegiate	Golf	402	\$5,000	\$145,714	\$252,085
Florida Coast Spring Training Session 1	Baseball	188	\$2,000	\$160,479	\$278,629
Americas Cup Rink Hockey Tournament	Roller Hockey	0	\$0	\$0	\$0
Area 6 Florida Swimming Championship	Aquatics	104	\$1,500	\$208,719	\$362,084
US Foiling Winter Championship	Foiling	165	\$2,000	\$145,806	\$252,244
Laser Master's Midwinter Championship	Sailing	303	\$3,000	\$53,629	\$92,779
Marathon of the Treasure Coast	Marathon	628	\$6,000	\$770,115	\$1,332,300
Optimist Sunshine State Championship	Sailing	487	\$4,500	\$114,373	\$197,867
Florida Coast Spring Training Session 2	Baseball	188	\$2,000	\$160,479	\$278,629
Single Fin Showdown	Surfing	0	\$0	\$0	\$0
Artistic Swimming Regional Finals	Artistic Swim	0	\$0	\$0	\$0
Sailfish Splash Softball Tournament	Youth Softball	802	\$8,500	\$689,407	\$1,192,674
Escape from Hutchinson Island Triathlon #1	Triathlon	104	\$1,000	\$34,275	\$59,296
Florida Half Century Softball	Adult Softball	0	\$0	0	0
Florida Gold Coast Age Group Championship	Aquatics	388	\$4,000	\$525,890	\$909,789
United Flag Football	Flag Football	0	\$0	\$0	\$0
Escape From Hutchinson Island Triathlon #2	Triathlon	68	\$1,000	\$23,354	\$40,402
Youth Soccer Cup	Soccer	750	\$10,000	\$550,000	\$951,500

7,357 \$77,510 \$5,169,974 \$8,952,247

Recruitment – This strategy is in place to increase the number of sports activities within Martin County. The contactor will meet with County staff on a quarterly basis to review and provide a report on the following prior to reporting to the TDC:

- Number of leads acquired/ Number of sales calls.
- Number of events vetted.
- Work with hotels, partner organizations and stakeholders to prioritize events.
- Number of events in which Martin County was represented.
- Marketing efforts to increase exposure of Martin County assets.
- Increase efforts to promote Martin County the Sports Commission through publications and electronic media.

Retain and Measurement – This strategy is in place to retain sporting events of value and tools to measure the continued funding of events. The contactor will meet with County staff on a quarterly basis to review and provide a report on the following:

- Review all past funded events to determine growth.
- Review all events to determine the ROI for dollars invested.
- Provide high performance support, assistance, and strategies to assist event owners that allow them to have high performance events.
- Create innovative solutions for prioritizing multiple events.

Education/Strategic Planning: This strategy is in place to educate tourism stakeholders and partners on the importance and value of the sports tourism market. The Treasure Coast Sports Commission will create a strategic plan that will allow for stakeholders to be involved with the development of sports tourism.

- Develop and share high-quality information, research and data to the Martin County TDC to help them better understand changing trends within the sports tourism market.
- Annual Sports Tourism Summit and other Sports Tourism related meetings

EXHIBIT “E”
PERFORMANCE MEASURES FORECASTED EVENTS

Measure	FY 19/20 Projected	FY 19/20 Actual	FY 20/21 Projected	FY 20/21 Actual	FY 21/22 Projected	FY 21/22 Actual	FY 22/23 Projected	FY 22/23 Actual	FY23/24 Projected	FY23/24 Actual	FY24/25 Projected	FY24/25 Actual
Estimated Direct Spending	\$7,500,000	\$1,800,000	\$5,000,000	\$6,500,000	\$7,000,000	\$7,496,065	\$7,500,000	\$7,303,558	\$5,491,330	\$4,961,028	\$5,000,000	\$5,169,974
Overall Economic Impact	\$12,500,000	\$3,114,000	\$8,650,000	\$11,245,000	\$12,000,000	\$12,968,192	\$12,500,000	\$12,635,155	\$9,500,000	\$8,582,578	\$8,650,000	\$8,944,055
Actualized Room Nights	10,810	4,400	11,300	10,000	10,260	10,103	10,250	10,788	8,000	7,284	7,500	7,357
# of Events	22	13	23	20	23	22	25	30	27	25	25	24
# of Events Secured with Sponsorship Dollars	22	13	23	20	9	22	30	29	27	25	25	24
# of Events over \$300,000 Estimated Economic Impact	9	4	10	8	15	9	9	10	9	8	8	7
# of Events Assisted in Securing Venues	16	6	20	15	15	15	15	18	17	15	15	12
# of Events Assisted in Securing Hotels Rooms	21	8	23	20	18	15	17	20	15	15	13	15
Site Visit to Recruit Potential Evnets	7	4	5	3	6	8	5	6	5	3	3	5
Cancelled Events	9	9	2	5	2	1	2	1	1	3	3	7

Event Name	Sport Type	Projected Hotel Room Nights	Projected Event Grant
Youth World Cup	Soccer	750	\$10,000
Martin County Senior State Games	Pickleball	35	\$1,500
Americas Cup Rink Hockey Tournament	Rink Hockey	100	\$1,000
Fall Classic Lacrosse	Lacrosse	600	\$6,000
Treasure Coast Ultra and Adventure Race	Ultra/Adventure Run	75	\$1,000
USA Junior Olympic Sailing Festival	Sailing	500	\$5,000
CSCAA Swimming and Diving	Aquatics	1,100	\$8,000
Florida Half Century Softball	Adult Softball	150	\$2,500
Florida Half Century Softball	Adult Softball	150	\$2,500
Florida Half Century Softball	Adult Softball	150	\$2,500
Eye of the Hurricane Lacrosse	Lacrosse	200	\$2,000
Advanced Golf Partners Women's Collegiate	Golf	375	\$3,750
International Sailing Event	Sailing	600	\$7,000
Florida Coast Spring Training	Baseball	500	\$5,000
Club 420 Team Race Midwinter Regatta	Sailing	600	\$5,000
Laser Master's Midwinter Championship	Sailing	250	\$2,500
Marathon of the Treasure Coast	Marathon	500	\$5,000
Optimist Sunshine State Championship	Sailing	475	\$5,000
Single Fin Showdown	Surfing	25	\$500
Artistic Swimming South Zone Championship	Artistic Swim	300	\$3,000
Championships	Artistic Swim	200	\$2,000
Sailfish Splash Softball Tournament	Youth Softball	800	\$8,000
Palm Beach Classic	Baseball	25	\$500
Escape from Hutchinson Island Triathlon #1	Triathlon	100	\$1,000
Florida Gold Coast Age Group Championship	Aquatics	350	\$4,000
Escape From Hutchinson Island Triathlon #2	Triathlon	100	\$1,000
All In Play Sports - Soccer	Soccer	200	\$2,500
United Flag Football League	Adult Flag Football	150	\$2,500
Total:		9,360	\$100,250

EXHIBIT “F”

List of Events with Structure of Sports Commission role

Events that have direct housing with the Sports Commission:

- Florida Half Century Softball– Liaison with Housing Partner and Local Hotel Properties.
 - Responsible for negotiating lodging rate for staff, officials, and competitors.
 - On site room night tracking through surveys during duration of competition and verification of actualized room nights.
 - Helped to secure venue.
- Martin County Senior Games Pickleball–Housing Coordination and Lodging Recommendations
 - Responsible for negotiating and securing housing for staff, officials, and competitors.
 - On site room night tracking through surveys during duration of competition and verification of actualized room nights.
- All In Play Sports – Housing Coordination and Event Contracts
 - Responsible for negotiating and securing housing for staff and teams.
 - On site room night tracking through surveys during duration of competition and verification of actualized room nights.
 - Helped to secure venue contracts.
- Treasure Coast Ultra and Adventure Race – Housing Coordination and Lodging Recommendations.
 - Responsible for negotiating and securing housing for staff, officials, and competitors.
 - On site room night tracking through surveys during duration of competition and verification of actualized room nights.
- Escape to Hutchinson Island Triathlon
 - Responsible for hosting site visit, negotiating and securing housing for teams, as well as, Game On Race Events staff and officials
- United Flag Football League– Housing Coordination and Lodging Recommendations.
 - Responsible for negotiating and securing housing for staff, officials, and competitors.
 - On site room night tracking through surveys during duration of competition and verification of actualized room nights.

Events partnered with MC Parks

- Florida Half Century Softball
 - Payment of field rental fees.
 - Liaison with Event Director and MC Parks.
- CSCAA
 - Payment of pool rental.
 - Assistance in expanding the program.
- All In Play Sports

- Volunteer Recruitment.
- Payment of field rental fees.
- Liaison with Event Director and MC Parks
- United Florida Hockey
 - Worked with Parks & Recreation to secure venue.
- United State Fastpitch Association
 - Payment of field rental fees.
 - Liaison with Event Director and MC Parks.
- Synchronized Swimming Spring Invitational
 - Worked with the LOC to produce bid presentation to secure the swim meet at Sailfish Splash Waterpark.

Events secured with the help of TCSC

All events were secured with assistance from the Treasure Coast Sports Commission (TCSC)

TCSC events utilizing Martin County properties that take place in northern counties:

- Florida Coast Spring Training
 - Event takes place in Fort Pierce and due to magnitude of the event and hotel compression, hotel rooms are being actualized in Martin County.
- Palm Beach Classic
 - Event takes place in Palm Beach County and St Lucie County. Due to Martin County's geographic location, participants are staying at Martin County hotel properties leading to verified actualized room nights.
- Florida Preseason Classic
 - Event takes place in Fort Pierce and due to magnitude of the event and hotel compression, hotel rooms are being actualized in Martin County.

Future event coordination:

- Sports Training (Aquatics, Golf, Rowing, and Sailing)
- Hockey International Masters Championship
- Sunshine State Games
- Pickleball
- FLAGS Swimming Championships
- Sailing World Championships
- NCAA or NAIA National Events
- Working with industry partners to utilize Martin County Venues for events such as: youth baseball, softball, endurance running, tournament fishing, equestrian, golf / disc golf, sailing, rowing, soccer, lacrosse, and aquatics.
- Continued marketing efforts to promote and grow sports tourism in Martin County.