

## AGREEMENT

THIS AGREEMENT is made and entered into effective October 1, 2021, 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, *Florida Statutes* and Chapter 71, Article 6, General Ordinances, Martin County Code, Martin County 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	44.24%
B. Sports Promotion	12%
C. Capital Projects	0.00%
D. Beaches & Inlet Inlet capped at \$500K Beach capped at \$400K	43.76% *

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's Board of County Commissioners, 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's Board of County Commissioners, 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. 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, *Florida Statutes* 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, *Florida Statutes*. 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 31<sup>st</sup> day of the month of January 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, *Florida Statutes*, 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, *Florida Statutes*.

**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:

- a. keep and maintain public records required by County to perform the service;
- b. 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;
- 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 Agreement term and following completion of this Agreement if Contractor does not transfer the records to County; and
- d. 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) 419-6959, [PUBLIC.RECORDS@MARTIN.FL.US](mailto:PUBLIC.RECORDS@MARTIN.FL.US), MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 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. Insurance.** Throughout the term of this Agreement, Contractor shall maintain in force and effect policies of insurance as required in Exhibit "C" hereto.

**19. 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.

**20. 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.

**21. Public Entity Crimes.** As provided in Section 287.132-133, *Florida Statutes*, 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.

**22. 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.

**23. 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.

**24. Term; Renewal.** Unless earlier terminated as provided herein, the initial term of this Agreement shall be for the period October 1, 2021 through September 30, 2022.

**25. 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.

**26. 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".

**27. 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.

**28. 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  
Executive Director  
Treasure Coast Sports Commission, Inc.  
P.O. Box 882172  
Port St. Lucie, FL 34988-2172

**29. 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.

**30. 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.

**31. E-Verify.** *As a condition precedent to entering into this Agreement*, and in compliance with Section 448.095, Florida Statutes, 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), *Florida Statutes* 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), *Florida Statutes*. 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.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives 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

\_\_\_\_\_  
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

\_\_\_\_\_  
SARAH W. WOODS, 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.
- 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, 2022

April 30, 2022

July 31, 2022

October 31, 2022

**Annual Performance Report:**

January 31, 2023

**Audit Report:**

May 31, 2023

## **Sports Tourism Marketing Plan for Martin County FY22**

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, Golf, Softball, Swim and Dive, Cycling, Soccer, Lacrosse, 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, Martin County Fairgrounds, Treasure Coast Athletic Association, the Florida Sports Foundation and the Sunshine Sports Council.

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

- Sports ETA, National Association of Sports Commission (NASC) Symposium
- Connect Sports/Sports Link
- Florida Sports Foundation Sports Summit
- S.P.O.R.T.S.
- T.E.A.M.S.
- US Sports Congress
- Florida Governor's Conference on Tourism
- 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/](http://playinflorida.com/directory-facilities-guides/)
    - Social Media Platforms
    - 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
- Langford Park
- Pineapple Park
- Citrus Grove Community Park
- Justin Wilson Park
- US Sailing Center
- Timer Powers Park
- Port Mayaca

**Other sports related facilities/venues:**

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

**Event Owners, Rights Holders & Organizations:**

- Florida High School Athletic Association (FHSAA)

- United States Specialty Sports Association (USSSA)
- Florida Swimming Pool Association (FSPA)
- EDP Soccer
- Lacrosse Rights Holders
- International Slow Pitch Softball
- USA Swimming
- Treasure Coast Marathon
- National Volleyball League (NVL) Beach Volleyball
- Florida Sunshine State Games
- MultiRace Triathlon
- GameOn Events
- Babe Ruth Softball
- Cal Ripken Baseball
- US Sailing Center
- 3v3 Live Soccer
- Florida Bicycle Racing Association
- H2O Kids Swim

**Major Events:**

- FHSAA Swimming & Diving Finals
- FSPA Swimming and Diving Invitational
- Martin Downs Collegiate Golf Tournament
- EDP Soccer Playoffs
- USSSA Sailfish Splash Tournament
- Marathon of the Treasure Coast
- Spring FLAGGS Swimming Championships
- Summer FLAGGS Swimming Championships
- Southeast Region Synchronized Swimming Championships
- Babe Ruth Softball World Series
- Cal Ripken Baseball World Series
- Open Skiff North American Un-Regatta
- Sunshine State Games Sailing

**New Events:**

- Martin Downs Collegiate Golf Tournament
- USSSA Pink Pumpkin Balloween Bash
- EDP Soccer Playoffs
- Eye of the Hurricane Lacrosse
- Gold Coast Shootout Lacrosse

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## EXHIBIT B

PROPOSED FY22 BUDGET		
	REVENUES	PROPOSED BUDGET
	TOTAL REVENUES	\$190,000.00
	EXPENDITURES	
	Salaries	\$41,000.00
	Employee Benefits (Medical Insurance)	\$4,500.00
	Payroll Taxes/Unemployment Comp.	\$3,500.00
	Professional fees	\$2,000.00
	Supplies	\$1,500.00
	Telephone	\$900.00
	Postage and shipping	\$200.00
	Event Insurance	\$1,000.00
	Printing and publications	\$2,000.00
	Travel and transportation	\$5,000.00
	Marketing	\$15,000.00
	Membership dues	\$3,000.00
	Martin County Grants Awarded	\$110,000.00
	Office Equip.	\$400.00
	<b>TOTAL EXPENSES</b>	<b>\$190,000.00</b>

\* \$20,000 is dedicated to the bid fee for hosting the Babe Ruth Softball World Series.

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



## **DISBURSEMENT SCHEDULE**

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

- Administration/Marketing	\$80,000
- Grants	\$110,000
<b>Total Funding</b>	<b>\$190,000</b>
- Dedicated bid fee for hosting the Babe Ruth Softball World Series	\$20,000

### **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 \$20,000 up to a maximum of \$80,000.

#### Quarterly Schedule:

- October 15, 2021
- January 15, 2022
- April 15, 2022
- July 15, 2022

### **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 \$110,000 with an additional \$20,000 dedicated to the Babe Ruth World Series.

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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)**

<b>Agency</b>	<b>Destination</b>	<b>Conferences</b>	<b>Cost</b>	<b>Summary</b>

**Marketing/Promotion/Advertising**

<b>Agency</b>	<b>Media</b>	<b>Target Market</b>	<b>Cost</b>	<b>Summary</b>
<b>Aerial Arts</b>		<b>Event Owners</b>	<b>TDC Rebound Campaign</b>	<b>Venue Promotional Videos</b>
<b>Americas Baseball Olympic Qualifier</b>		<b>Leisure Travel</b>	<b>\$10,000</b>	<b>Destination Promotion</b>

## Grants - Bid Fees

Event Name	Sport	Estimated Economic Impact	Actualized Hotel Room Nights	Grants Awarded
Pink Pumpkin Balloween Bash	Softball	\$106,026	51	\$1,000
FHSAA Swimming and Diving Finals 3A and 4A	Aquatics	\$758,756	755	13,659
FHSAA Swimming and Diving Finals 1A and 2A	Aquatics	\$806,000	850	13,659
USA Junior Olympic Sailing Festival	Sailing	\$111,547	281	\$2,500
Gold Coast Shootout Lacrosse	Lacrosse	\$471,110	95	\$2,500
Eye of the Hurricane Lacrosse	Lacrosse	\$561,030	124	\$2,500
EDP Soccer League Playoffs	Soccer	\$214,049	121	\$2,500
Club 420 Team Race Midwinter Regatta	Sailing	\$55,742	207	\$2,500
Laser Master's Midwinter	Sailing	\$41,800	200	\$3,000
Marathon of the Treasure Coast	Running	\$463,325	346	\$5,500
Optimist Sunshine State Championship	Sailing	\$118,048	433	\$3,000
Single Fin Showdown	Surfing	No post event paperwork submitted		
Synchronized Swimming Spring Invitational	Aquatics	\$75,120	174	\$1,500
Sailfish Splash Softball Tournament	Softball	\$550,000	1,300	\$5,000
Palm Beach Classic	Baseball	\$150,000	100	\$1,000
Babe Ruth Softball World Series 12U, 14U, 16U, 18U	Softball	\$1,000,000	1,500	\$8,500
Babe Ruth Softball World Series 8U, 10U	Softball	\$1,000,000	1,500	\$8,500
Cal Ripken Baseball World Series 11/70, 9U	Baseball	\$850,000	1,000	\$2,000
FSPA	Aquatics	\$150,000	600	\$7,000
<b>Total</b>		<b>\$7,482,553</b>	<b>9,637</b>	<b>\$85,818</b>

### Cancelled Events

<b>Event</b>	<b>Sport</b>	<b>Host County</b>	<b>Notes</b>
CSCAA Swimming and Diving	<b>Aquatics</b>	<b>MC</b>	Cancelled
Florida Coast Spring Training **	<b>Baseball</b>	<b>SLC</b>	Cancelled
Martin Downs Collegiate Golf	<b>Golf</b>	<b>MC</b>	Cancelled
Advanced Golf Partners Collegiate	<b>Golf</b>	<b>MC</b>	Cancelled
Albacore Sailing	<b>Sailing</b>	<b>MC</b>	Cancelled

## **EXHIBIT E**

### **PERFORMANCE MEASURES**

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.

**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

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**EXHIBIT E**  
**PERFORMANCE MEASURES FORECASTED EVENTS**

PERFORMANCE MEASURES FORECASTED EVENTS		FY 21-22	FY 21-22	FY 21-22
Event Owner	Event Name	Projected Dates	Projected Room Nights	Projected Grant Award
USSSA	Pink Pumpkin Balloween Bash	October 25-26, 2021	100	\$1,000
Florida High School Athletic Association	FHSAA State Swimming and Diving Finals (week #1)	November 5-6, 2021	750	\$12,500
Florida High School Athletic Association	FHSAA State Swimming and Diving Finals (week #2)	November 12-13, 2021	750	\$12,500
US Sailing Center	USA JR Olympic Sailing Festival	December 11-12, 2021	300	\$2,500
Pete Dunne	Gold Coast Shootout Lacrosse	December 11-12, 2021	150	\$2,500
CSCAA	CSCAA Winter Training	December 17, 2021–January 9, 2022	700	\$6,000
Legendary Sports	Eye of the Hurricane Lacrosse	January 15-16, 2022	250	\$2,500
EDP Soccer	EDP Soccer League Playoffs	January 29-30, 2022	250	\$2,500
US Sailing Center	Laser Masters Midwinter	February 5-6, 2022	250	\$3,500
UNC Greensboro	Martin Downs Collegiate Golf	February 11-13, 2022	300	\$3,000
Professional Sports Camps	Florida Coast Spring Training	February 15-April 17, 2022	100	\$500
US Sailing Center	Club 420 Team Race Midwinter Regatta	February 19-20, 2022	250	\$2,500
MC Running	Marathon of the Treasure Coast	March 5, 2021	450	\$5,000
US Sailing Center	Optimist Sunshine State Championship	March 4-6, 2022	500	\$4,000
Pat Toner	Spring FLAGGS Championship	Bid Event Waiting to Hear	400	\$4,000
Ohana Surf Shop	Single Fin Showdown	March 12, 2022	50	\$500
Cheryl Dodge	Synchronized Swimming Spring Invitational	March 19-20, 2022	200	\$2,000
Multi Race	FL Half and International Triathlon	May 7, 2022	150	\$1,000
USSSA	Sailfish Splash Softball Tournament	May 7-8, 2022	1300	\$5,000
Prospect Select	Palm Beach Classic	June 9-12, 2022	100	\$500
Babe Ruth International	Babe Ruth Softball World Series (week #1)	July 17-26 2022	1500	\$8,500
Babe Ruth International	Babe Ruth Softball World Series (week #2)	July 26-August 4, 2022	1500	\$8,500
Babe Ruth International	Cal Ripken Baseball World Series Invitational	July 27-August 5, 2022	800	\$3,000
FSPA	FSPA Swimming and Diving Invitational	September 24-25, 2022	700	\$7,000
<b>Projection Totals</b>			<b>11,800</b>	<b>100,500</b>
Babe Ruth International	Babe Ruth World Series Bid Fee	June 1, 2022	0	\$20,000

**EXHIBIT F**  
**List of Events with Structure of Sports Commission Role**

**Events that have direct housing with the Sports Commission:**

- FHSAA State Swimming and Diving – Housing Coordination and Logistics
  - Responsible for negotiating and securing housing for FHSAA staff, officials, and participating teams.
  - On site room night tracking through surveys during duration of meet and verification of actualized room nights
- Sailfish Splash Softball Tournament – Housing Coordination and event contracts
  - Responsible for negotiating and securing housing for both teams and USSSA staff and officials
  - Helped to secure venue contracts
- Babe Ruth Softball World Series and Cal Ripken Baseball Invitational – Liaison with Housing Partner and Local Hotel Properties. Housing Contact and Negotiations
  - Working with Babe Ruth International and TCAA on alternate housing options
  - Room night tracking through Housing Partner and other surveys
- FSPA Swimming and Diving – Housing Coordination
  - Responsible for negotiating and securing housing for FSPA staff, officials, and participating teams.
  - On site room night tracking through surveys during duration of meet and verification of actualized room nights
- FL Half and International
  - Responsible for hosting site visit, negotiating and securing housing for both teams and Multi-Race staff and officials
- Florida Coast Cup
  - Negotiating room rates and securing room blocks
  - On site room night tracking utilizing TCSC Tracking Forms.

**Events partnered with MC Parks**

- Babe Ruth Softball World Series and Cal Ripken Baseball Invitational
  - Payment of field rental fees
  - Liaison with TCAA and Babe Ruth International
  - Volunteer Recruitment
- FHSAA State Swimming and Diving
  - Completion of bid to secure event for another 1-4 years
  - Working with parks to negotiate contracts with FHSAA
  - Onsite operations of meet through registration
- FSPA Swimming and Diving
  - Submitting bid to retain event
  - Working with parks to negotiate contracts with FSPA
  - Onsite operations of meet through registration
- FBRA Cycling Series
  - Work with park staff to secure housing for participants and officials
  - Hotel tracking and registration day of event and verification of actualized room nights



- Payment of venue rental fees
- Synchronized Swimming Spring Invitational - Hotel Coordination
  - Worked with the LOC to produce bid presentation to secure the swim meet at Sailfish Splash Waterpark
  - Responsible for negotiating and securing housing for competition

#### **Events secured with the help of TCSC**

- Legendary Sports Group
  - 2021 relocated this lacrosse tournament from Palm Beach County
- EDP Soccer
  - 2021 relocated the EDP Soccer Playoffs from Broward County
- Cal Ripken Baseball Invitational
  - 2018 & 2019 Secured the 8U, 9U and 11U Cal Ripken Baseball Invitational
- FL Half and International Triathlon
  - Secured this triathlon in 2017 for execution in 2018 and beyond.
- FHSAA State Swimming and Diving Championships
  - With the help of South Fork HS and MC Parks and Rec., securing two-year extension for the state championships.
  - Cultivating the relationship to draw more FHSAA events to Martin County
  - Assist with Host School South Fork High School on awards and hospitality needs.
- Babe Ruth Softball World Series
  - Working closely with the LOC on securing facilities and housing to bring in the Babe Ruth Softball World Series.
  - In conjunction with the LOC successfully growing the event from 1 age group to 5 age groups
- FSPA Swimming and Diving Invitational
  - Successfully maintained the FSPA swimming and diving invitational for 5 years, with intentions to rebid for additional years to follow

#### **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 at 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.
- World Pickleball Open
  - New event in St Lucie County. Due to location of venue immediately off I-95 and hotel compression, we anticipate participants staying at Martin County hotel properties leading to verified actualized room nights
- Americas Baseball Olympic Qualifier
  - New event in St Lucie County, 8 participating countries. All games live streamed on ESPN+

**Future event coordination:**

- Hockey International Masters Championship
- Bid preparations for renewal of FHSAA State Swim and Dive Championships
- Sunshine State Games
- FLAGS Swimming Championships
- Sailing World Championships
- NCAA or NAIA National Events
- Working with industry partners to utilize Martin County Venues for events such as: baseball, softball, endurance running, tournament fishing, equestrian, golf / disc golf.
- Continued marketing efforts to promote and grow sports tourism for Martin County.