

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND
THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY FOR
SPONSORSHIP OF CITY TENNIS TOURNAMENTS**

THIS AGREEMENT is made this _____day of _____, 2020 by and between the **CITY OF DELRAY BEACH**, a Florida Municipal Corporation, (hereinafter referred to as “**CITY**”), and the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, (hereinafter referred to as the “**CRA**”).

W I T N E S S E T H:

WHEREAS, the **CITY** hosts tennis tournaments, including the ATP Champions/Delray Beach Open, at the CITY’s Tennis Stadium; and

WHEREAS, the **CRA** desires to be a co-title sponsor with the **CITY** for this tournament; and

WHEREAS, the tennis tournaments will be held at the City’s Tennis Stadium from February 12, 2021 to February 21, 2021, which is located within the City’s Community Redevelopment Area; and

WHEREAS, the tennis tournaments attract numerous spectators to the Community Redevelopment Area who also patronize local businesses, which provides a beneficial economic impact to those businesses located within the Community Redevelopment Area; and

WHEREAS, due to the beneficial economic impact of the tennis tournaments, the **CRA** and the **CITY** find that this funding agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the City of Delray Beach, including the Community Redevelopment Area.

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

1. The recitations set forth above are hereby incorporated herein.
2. The **CRA** shall provide funding to the **CITY** in the amount of Nine Hundred, Five Thousand Dollars and 00/100 Dollars (\$905,000.00) to be a co-title sponsor for the ATP Champions/Delray Beach Open, to be held from February 12, 2021 to February 21, 2021, to help defray the costs of the 2021 Delray Beach Open. The **CRA** will share in the attendant benefits of that sponsorship, as provided in **Exhibit "A"**, which is attached hereto, and incorporated herein by reference. Such payment shall be made to the **CITY** within 30 days of the receipt of the invoice from the City of Delray Beach.
3. The term of this Agreement shall commence upon execution by both parties and shall terminate on September 30, 2021. In the event the **CITY** desires to have the **CRA** fund the Tennis Tournament scheduled in 2022, the **CITY** shall forward the **CRA** a written funding request for the 2022 Tennis Tournament, including the amount of the requested funding, no later than May 30, 2021 in order to allow the **CRA** to consider the funding request as part of its budgeting process.
4. The **CITY** shall insure that all publicity, public relations, advertisements and signs recognize the **CRA** for the support of all activities conducted with the funds provided by the **CRA**. The use of the **CRA** logo is permissible, but all signs or other advertising materials used to publicize **CRA** funded activities must be approved by the **CRA** prior to being utilized. Upon

request by the **CRA**, the **CITY** shall provide proof of the use of the **CRA** logo as required by this paragraph.

5. This Interlocal Agreement shall be filed pursuant to the requirements of Section 163.01(11) of the Florida Statutes.

6. No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

7. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

8. **PUBLIC RECORDS.** **CITY** is a public agency subject to Chapter 119, Florida Statutes. The **CRA** shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, **CRA** agrees to:

8.1 Keep and maintain all records required by the **CITY** to perform the service.

8.2 Upon request from the **CITY's** custodian of public records, provide the **CITY** 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 this chapter or as otherwise provided by law.

8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not

disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **CRA** does not transfer the records to the **CITY**.

8.4 Upon the termination of the contract, the **CRA** shall transfer, at no cost to the **CITY**, all public records in possession of the **CRA** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **CRA** keeps and maintains public records upon completion of the contract, the **CRA** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **CITY**, upon request from the **CITY's** custodian of public records in a format that is compatible with the information technology systems of the **CITY**. All records shall be transferred to the **CITY** prior to final payment being made by the **CRA**.

8.5 If **CRA** does not comply with this section, the **CITY** shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

IF THE CRA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CRA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

561-243-7050

CITYCLERK@MYDELRAYBEACH.COM

9. INSPECTOR GENERAL. **CRA** is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from the **CRA**. The **CRA** understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the **CRA** to fully cooperate with the Inspector General when requested may be deemed by the **CITY** to be a material breach of this Agreement justifying its termination.

10. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

11. Neither the **CITY** nor the **CRA** shall assign or transfer any rights or interest in this Agreement.

12. CITY agrees, to the extent permitted by law, and subject to the limitations of Section 768.28, Fla.Stat., to defend, indemnify, and hold the CRA harmless for any third party claims, damages, costs or liabilities, including court costs and reasonable attorney's fees and paralegal expenses at both the trial and appellate levels resulting from the sponsorship of CITY's Tennis Tournaments.

13. This Agreement shall not be valid until signed by both parties.

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

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

Lynn Gelin, City Attorney

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: Shirley Johnson
Shirley Johnson, Chair

ATTEST:

Renée A. Jadusingh
Renée A. Jadusingh, Esq., Secretary

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS AGREEMENT
AS TO FORM:

W. J. H. H. H. H.
General Counsel

EXHIBIT “A”

SPONSORSHIP BENEFITS

DIAMOND “CITY” PARTNERSHIP (2021)



"Tennis engenders brand loyalty second only to NASCAR & has a fan base with a high average net worth." - Sport Business Int'l

IDENTIFICATION - RECOGNITION

- Stadium Court signage (name/logo), 2 signs Court Level and 1 sign on the Upper Level
- 2nd Show Court signage (name/logo), 2 signs at Court Level
- 3rd Show Court signage (name/logo), 2 signs at Court Level
- Recognition as a Diamond “City” Sponsor on Sponsor’s Board at tournament entrance*
- Recognition as a Diamond “City” Sponsor on Sponsor’s Board prominently displayed *
- Recognition as a Box Holder on Box Holder's Board prominently displayed *
- Corporate Identification at the Box seat entrance in Stadium Court

* Sponsors & Box Holders Boards are prominently displayed **year-round** at the Delray Beach Tennis Center & Stadium

ADVERTISING

- Digital Advertisement on YellowTennisBall.com (official tournament website; over 400,000+ page views annually)
- Recognition in print and promotional materials produced by Match Point, Inc., where applicable, i.e. 5,000 posters distributed locally and regionally to over 200 private and public country clubs, tennis facilities, and event partners and sponsors; newspaper and glossy mag advertisements (Palm Beach Post, Sun Sentinel, Florida Travel, Travelhost, Atlantic Ave., etc.)
- Right to incorporate sponsor’s tournament affiliation in promotional activities

PROMOTIONS

- Opportunity for a Stadium Court Coin-Toss with ATP players
- A 10’ x 10’ Exhibition Booth to showcase sponsor’s products and services, including exhibitor credentials and parking passes.
- 1 Public address announcement per match on Stadium Court
- “**Featured Sponsor Session**” devoted to the promotion of sponsor, including signage at tournament entrance naming sponsor as “*Session Sponsor*”
- Assistance in designing promotions and creating tournament related marketing programs
- Sponsor may supply product to spectators, players, press, and tournament VIP’s, upon Match Point, Inc.’s approval

DELRAY BEACH OPEN CELEBRATES ITS 29TH ANNIVERSARY IN 2021

World-class Tennis, National & International Television, VIP Hospitality, Charity, Live Music, Amateur Tennis Events, Autograph Sessions, Dancing, Wine-Tasting, Delray Beach 'Games', Children's Clinics, Ladies Luncheons, Corporate Clinics, Passionate Fans & Community Engagement!



2020 CHAMPIONS. Palm Beach resident Reilly Opelka won his 2nd ATP Singles Title, while the Bryan Brothers won their 6th Delray Beach Doubles Title... Tommy Haas clinched the ATP Champions Tour title for Team EUROPE, defeating James Blake on final Sunday.



EMIRATES DAY. The Emirates Cabin Crew visited the tournament on Friday, giving away 500 hats and a Sunday Finals "Meet the Champion" package.

BRYAN BROTHERS CLINIC. Real Housewives star Jill Zarin and 11 other lucky amateurs had a special opportunity to compete with and learn from the Bryan Brothers.

AUTOGRAPH SESSION WITH FANS. Former professional tennis players James Blake and Marcos Baghdatis interacting with fans.

ATP DOUBLES PRO AM. ATP Doubles stars competing in a round-robin format event with a select few lucky amateurs.



MIXED DOUBLES MEGA-MIXER: Annual sold out event with amateurs enjoying tickets, wine & more.

JAMES BLAKE WALK OF FAME INDUCTION: The American star was inducted into the Delray Beach Open Walk of Fame, joining names like John McEnroe and the Bryan Brothers.

SIPSMITH DBO SMASH INTERVIEW. Event sponsor crating the Official Beverage on Live TV.

FULL STADIUM COURT



FUN, FRIENDS & WINE. Ladies Day Luncheon presented by Lilly Pulitzer was sold out with over 325 ladies over the two-day event.

VIP RECEPTION. It's all about the food at the VIP 'White' Party

BEST SEATS IN THE HOUSE: There's nothing like the experience of sitting on a few feet from a 130mph serve.



VIDEO BOARD IN MAIN COURTYARD. Fans from New York posing for a social media post.

USTA FLORIDA FAMILY & KIDZ DAY. Over 75 participants enjoyed games, on-court activities & ATP pro matches.

VIP CLUBHOUSE LOUNGE. Sponsored by Clive Daniel and Boynton Billiards. Sponsors & Series Holders enjoy a private getaway including daily drink specials.

BALLKIDS. 100+ ballkids celebrated their 10-day event with a pizza, cake and a guest appearance from ATP Pro Steve Johnson.



TENNIS LEGENDS. Former #4 world-ranked joined former top-ten world ranked Johan Kriek, Mikael Pernfors and Marcus Baghdatis in the Team Europe vs Team World event held Opening Weekend.

SUPER FANS. Tennis fans stopping by Exhibitors for complimentary goodies.



TICKETS, CREDENTIALS & PASSES

- 2 Boxes (4 seats each box) per session
- 4 Sponsor/VIP credentials
- 8 Reserved Seats (sections A-O) on Stadium Court per session
- 2 VIP Parking passes per session
- 4 Premier Parking passes per session

WEBSITE, SOCIAL MEDIA & E-NEWSLETTER

- Recognition and Company Link on [Official Tournament Website](#) (425,000+ page views annually)
- Recognition and interaction on Official Social Media Sites i.e. Facebook (400,000+ daily total reach* during tournament week alone, and 10.4 million+ Annual Viral Post Impressions**)
- Recognition on [Official E-Newsletter](#) including a “Featured Introduction” to 9,000-plus sponsors, VIP's, Box holders and Patrons via YellowTennisBall.com
- Opportunity to submit up to three (3) social campaigns/marketing contests annually for the tournament to promote within preferred social platforms.

* The number of people who were served any activity from Delray Beach Open's Page from its posts, posts to its Page by other people, Page mentions and check-ins.

** The number of times users saw your posts via stories published by their friends. (Total Count)

HOSPITALITY

- Invitations for 8 people to join us for the VIP Reception
- Access throughout the tournament week to the private VIP Clubhouse Lounge, featuring live TV coverage of the matches in an indoor/outdoor oasis overlooking event
- Hospitality areas with catering are available for your entertainment needs

OFFICIAL TOURNAMENT MERCHANDISE

- 8 Official Tournament Polo Shirts
- 8 Official Tournament T-shirts

The 2021 Diamond “City” Partnership is available for \$175,000