



**TOURISM SPONSORSHIP PROGRAM AGREEMENT BETWEEN BROWARD COUNTY
AND GREATER FORT LAUDERDALE PRIDE, INC.**

This Tourism Sponsorship Program Agreement (“Agreement”) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Greater Fort Lauderdale Pride, Inc., a Florida not-for-profit corporation (“Organization”) (County and Organization are sometimes individually referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

A. The Greater Fort Lauderdale Convention & Visitors Bureau (“GFLCVB”) is a County agency and its mission is to promote, advertise, and position the greater Fort Lauderdale area as a premier tourism destination through quality marketing programs and sales outreach activities that stimulate economic development and growth and attract tourists, conventions, and events to the greater Fort Lauderdale area.

B. Organization is a Florida not-for-profit corporation that is hosting an event in Broward County described more fully in Exhibit A (the “Event”). The Event is expected to attract Tourists (as defined in Section 125.0104, Florida Statutes) to Broward County and provide activities attractive to Tourists already in Broward County.

C. As an incentive for Organization to host the Event, County desires to offer to Organization, and Organization desires to accept from County, certain monetary or other incentives described in Exhibit A (“Incentive”), subject to the terms and conditions set forth in this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end ninety (90) days after the conclusion of the Event or provision by Organization of the completed Compliance Certificate, whichever is later (“Term”).

2. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3. Event, Sponsorship Benefits, and Compliance Certificate. Organization shall hold the Event as described in Exhibit A and provide County with the Sponsorship Benefits described in Exhibit A. Within sixty (60) days after the conclusion of the Event, Organization shall submit to County a completed Compliance Certificate in the form attached to this Agreement as Exhibit B.

4. Incentive. As consideration for Organization's promotion of the Event to Tourists, hosting the Event, and providing County the Sponsorship Benefits described in Exhibit A, and subject to the terms and conditions contained herein, County shall provide Organization the Incentive to offset the costs of the Event.

a. Remittance of Incentive. County will provide the Incentive to Organization in accordance with the terms contained in Exhibit A. Notwithstanding County's payment of the monetary portion of the Incentive prior to the Event, Organization shall only be entitled to retain and shall have only been deemed to have earned the Incentive after the conclusion of the Event and timely delivery of the completed and executed Compliance Certificate, including all required supporting documentation describing in detail Organization's use of the Incentive. The monetary portion of the Incentive shall be solely used and allocated by Organization solely as described in Exhibit A.

b. Refund of Incentive. Notwithstanding County's payment of the monetary portion of the Incentive to Organization prior to the Event, if the total number of room nights or attendance numbers certified in the Compliance Certificate is less than the total number of room nights and attendance numbers specified in Exhibit A, Organization shall refund to County a pro rata share of the monetary portion of the Incentive within thirty (30) days after written demand by the President of the GFLCVB. "Pro rata share" is calculated by multiplying the monetary portion of the Incentive stated in Exhibit A by the ratio that consists of the room nights and attendance numbers certified on the Compliance Certificate divided by the total room nights and attendance numbers stated in Exhibit A. Organization's repayment obligations shall survive the termination or expiration of this Agreement.

c. Tax Withholding. Notwithstanding any other provision in this Agreement, to the extent any federal, state, or local taxes, tariffs, or governmental charges may be due or imposed in connection with the Incentive, if and to the extent deemed necessary by the President of the GFLCVB or required under applicable law, County may withhold any such amount from the Incentive payment otherwise due Organization under this Agreement and remit only the remainder to Organization. Upon request by the President of the GFLCVB, Organization must provide any tax-related forms or documentation as a condition precedent to the payment of any monetary portion of the Incentive to Organization. County makes no representation regarding the taxability or any other tax implications regarding the Incentive, and Organization is solely responsible for obtaining appropriate advice and guidance regarding these issues.

5. Accuracy of Representations. Organization represents and warrants that all statements and representations made in connection with Organization's application, proposal, or other supporting documents submitted to County in connection with this sponsorship were true and correct when made and are true and correct as of the date Organization executes this Agreement, including, without limitation, Organization's estimates of Event hotel room nights and attendance.

6. Applicable Requirements. Organization represents and warrants that all Incentive amounts provided by County under this Agreement shall be utilized only for purposes permitted under Section 125.0104, Florida Statutes, and Section 13.32(b) of the Broward County Administrative Code. Organization represents and warrants that the Event has as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists. Additionally, Organization shall comply with any applicable policies, procedures, and guidelines adopted by the GFLCVB.

7. Other Statutory Requirements. Organization represents that there has been no determination that it committed a “public entity crime” as defined by Public Entity Crime Act, Section 287.133, Florida Statutes, it has not been formally charged with committing an act defined as a “public entity crime,” and its entry into this Agreement will not violate that act. Organization further represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Organization further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

8. Termination. This Agreement may be terminated for convenience by written notice by the President of the GFLCVB, which termination shall be effective on the date stated in such notice provided the termination date is not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. This Agreement may also be terminated by County for cause for any breach of this Agreement by Organization that is not cured within ten (10) business days after written notice of such breach by the President of the GFLCVB; termination for cause includes, without limitation, breach of any representation stated in this Agreement, or if the Event is canceled for any reason whatsoever, including, without limitation, Force Majeure (as defined below). Upon termination of this Agreement for convenience, upon written demand by President of the GFLCVB, in her sole discretion, for the repayment of any financial portion of the Incentive previously paid to the Organization, Organization shall refund same to County within thirty (30) days and Organization shall have no right to receive any additional Incentive. Upon termination of this Agreement for cause, Organization shall have no right to receive or otherwise retain any portion of the Incentive, and Organization hereby waives and releases any and all claims it may have for breach of contract or otherwise arising out of such circumstances. If the Agreement is terminated by County for cause on any basis other than cancellation of the Event as a result of Force Majeure, Organization shall repay to County the full amount of the monetary portion of the Incentive already paid to Organization and all expenses incurred by County in connection with the nonmonetary portion of the Incentive.

9. Audit. County may, at any time, audit the books, records, and accounts of Organization related to the Event. Organization shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Event. Organization shall preserve and make available, at reasonable times within Broward County for

examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to the Event for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer.

10. Compliance with Laws. Organization and the Event must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11. Force Majeure. Other than Organization's obligations to refund the Incentive as provided in Paragraph 4(b) and 8 of this Agreement, which obligations are not waived by any event of Force Majeure (as defined in this paragraph), each Party's obligations under this Agreement shall be excused by acts of God, such as fires, storms, lightning, floods, confiscations or restraints of government (civil or military), war, terrorism, strikes or labor disputes, civil disturbances, or any other cause that is not within the reasonable control of a Party, and not otherwise due to any negligence or willful misconduct by that Party ("Force Majeure").

12. Indemnification. Organization shall indemnify, hold harmless, and defend County and its past, present, and future affiliates, officers, directors, employees, agents, attorneys, successors, and assigns from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Organization, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement and the Event. Organization's obligations pursuant to this section shall survive the expiration or earlier termination of this Agreement.

13. Sovereign Immunity. Except to the extent sovereign immunity is deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

14. Third-Party Beneficiaries. Neither Organization nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15. Voluntary Execution; Role of Legal Counsel. The Parties acknowledge that this Agreement is freely and voluntarily executed and that they have each had the opportunity to consult with and receive the advice of counsel in entering into this Agreement.

16. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Broward County Greater Fort Lauderdale Convention & Visitors Bureau
Attn: Stacy Ritter
101 N.E. 3rd Avenue, Suite 100
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
E-mail address: sritter@broward.org

For Organization:

Greater Fort Lauderdale Pride, Inc.
Attn: Michael Martorell, President
3401 N. 29th Avenue, #101
Hollywood, Florida 33020
E-mail address: miik@PrideFortLauderdale.org

17. Public Records. To the extent Organization is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Organization shall:

a. Keep and maintain public records required by County to perform the services under this Agreement;

b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that 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 record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Organization or keep and maintain public records required by County to perform the services. If Organization transfers the records to County, Organization shall destroy any duplicate public records that are exempt or confidential and exempt. If Organization keeps and maintains the public records,

Organization shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Organization will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Organization contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Organization must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Organization as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Organization. Organization shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF ORGANIZATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ORGANIZATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-2450, SJONES@BROWARD.ORG, 110 N.W. THIRD AVENUE, SUITE 100, FORT LAUDERDALE, FLORIDA 33301.

18. Construction and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any reference to "days" means calendar days, unless otherwise expressly stated. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

19. Assignment. Organization may not assign all or part of its rights or obligations under this Agreement without the prior written consent of County, which consent shall be at the President of the GFLCVB's sole and absolute discretion. Any assignment, transfer, or encumbrance in violation of this section will be void and ineffective. If Organization violates this provision, any portion of the Incentive already provided to Organization shall be immediately

refunded to County upon demand and, in addition to any other rights and remedies County may have, County may immediately terminate this Agreement.

20. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

21. Use of County/GFLCVB Logo. Except for the uses expressly authorized in this Agreement, Organization shall not use County's or the GFLCVB's name, logo, trademark, or other intellectual property without the prior written consent of County. County will provide Organization with exemplars and identity standards (e.g., color, size, font, etc.) for County and GFLCVB names and logos, and Organization shall comply with all such identity standards.

22. Law, Jurisdiction, Venue, Limitation of Liability, Waiver of Jury Trial. 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 Seventeenth Judicial Circuit in and for Broward 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. In any claim for damages by Organization against County arising out of or relating in any way to this Agreement (including, without limitation, claims for negligence), Organization agrees that County's maximum liability is the lesser of: (a) the limits of tort liability described in Section 768.28, Florida Statutes; or (b) the total Incentive provided in Exhibit A. **BY ENTERING INTO THIS AGREEMENT, ORGANIZATION AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

23. Complete Agreement and Amendments. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Organization.

24. Representation of Authority. Organization represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Organization, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Organization has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Organization. Organization further represents and warrants that execution of this Agreement is within Organization's legal powers, and each individual

executing this Agreement on behalf of Organization is duly authorized by all necessary and appropriate action to do so on behalf of Organization and does so with full legal authority.

25. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement may be executed utilizing one or more digital signatures, which shall have the same legal effect as handwritten signatures. Notwithstanding anything in the signature page(s) of this Agreement, no witnesses are required for a digital signature.

Remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the 21st day of May, 2019, and Organization, signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: _____
Mayor

_____ day of _____, 2019

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

By _____
René D. Harrod (Date)
Deputy County Attorney

**TOURISM SPONSORSHIP PROGRAM AGREEMENT BETWEEN BROWARD COUNTY
AND GREATER FORT LAUDERDALE PRIDE, INC.**

WITNESSES:

Greater Fort Lauderdale Pride, Inc.

Signature

By: _____
Michael Martorell, President

Print Name of Witness above

_____ day of _____, 20____

Signature

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

Exhibit A
EVENT AND INCENTIVE DESCRIPTION

The Incentive is being offered subject to the following terms:

1. Event Date(s): April 21-26, 2020
2. Event Venue: Fort Lauderdale Beach and various locations throughout Broward County
3. Incentive Amount: Five Hundred Thousand Dollars (\$500,000) financial incentive paid to Organization, plus additional in-kind Event Promotion services by County per Section 5 below, valued in the sole discretion of the President of GFLCVB at approximately Two Hundred Fifty Thousand Dollars (\$250,000), to market, advertise, and promote the Event.
4. Payment Terms: County will pay the financial portion of the Incentive to the Organization as follows:
 - a. Two Hundred Fifty Thousand Dollars (\$250,000) by June 30, 2019; and
 - b. Two Hundred Fifty Thousand Dollars (\$250,000) by October 31, 2019.
5. Event Promotion: Commencing on or after June 1, 2019, County, through the GFLCVB, will engage in activities to market, advertise, and promote the Event in a manner in the sole discretion of the President of the GFLCVB.
6. Organization's Use of Incentive: Organization agrees to use the financial portion of the Incentive solely to offset hard costs incurred by Organization in connection with the Event (e.g., space rental, equipment, hiring laborers and performers, etc.) and for educational components of the Event (e.g., printing and distribution of educational materials, etc.).
7. Organization's Event Estimates: Organization represents and warrants that, to the best of its knowledge and based on projections as of the date of this Agreement, there will be 22,250 total projected hotel room nights utilized during the Event and an estimated Event attendance in excess of 227,000 individuals.
8. Sponsorships Benefits: Organization will provide the following benefits to County for sponsoring the Event:
 - GFLCVB shall be identified as the sole "Presenting Sponsor" of the Event. The term "Presenting Sponsor" is the highest-level sponsorship available for the Event.
 - GFLCVB name and logo shall be identified in all of Organization's electronic and print marketing and promotion materials for and during the Event including, but not limited to:
 - Ongoing banner advertising placement on Organization's website, linking to the GFLCVB web page.

- A two (2) page advertisement (copy to be provided by County) in Organization's "Official Pride Guide" for the Event.
- A featured video (provided by GFLCVB) promoting County, which shall be included on Organization's website and any website specifically promoting the Event.
- Video wall(s) used by Organization at the Event.
- On the top of all stage banners at each event throughout the Event.
- Backstage Step & Repeat Wall Banner for performer/celebrity photos.
- Minimum of twelve (12) posts by Organization promoting GFLCVB as the Presenting Sponsor on each of the following social media platforms: Facebook, Twitter, and Instagram.
- All e-mail marketing by or on behalf of Organization promoting the Event.
- Drink cups used at the Event.
- Event volunteer and staff shirts.
- Twenty-five (25) all-access tickets for each of the events (e.g., opening/closing ceremonies, concerts, LGBT+ Business Expo, LGBT+ Arts Festival, LGBT+ Travel Symposium and Expo, business events, receptions, runway fashion show, VIP areas for parades, VIP area for the Pride of the Americas Beach Festival, and parties) occurring as part of the Event.
- At least eight (8) backstage and entertainer access passes (when available) for GFLCVB's media and promotions staff and contractors.
- A "Super VIP Cabana" at the Pride of the Americas Beach Festival, and fifty (50) tickets to access the cabana, with food and drink service paid by Organization.
- County and GFLCVB will be recognized by the emcee as the Presenting Sponsor at each of the events occurring as part of the Event.
- A GFLCVB representative will be given the opportunity to speak at the opening and closing ceremonies of the Event, on stage at the Pride of the Americas Parade, the Pride of the America's Beach Festival the LGBT+ Business Expo, LGBT+ Arts Festival, LGBT+ Travel Symposium and Expo, and all other business events occurring as part of the Event.

**Exhibit B
COMPLIANCE CERTIFICATE**

I, _____ (representative of organization) _____, hereby certify that I am an official representative of Greater Fort Lauderdale Pride, Inc. (“Organization”), and that I have the authority to execute this Compliance Certificate on behalf of Organization.

As an official representative for Organization, I hereby certify that between April 21, 2020, and April 26, 2020, Organization held its Event, Pride of the Americas in Broward County, Florida. Based on a review of Event records, communications with hotels, and other data obtained by Organization, the total number of hotel room nights generated as a result of this Event was _____ (enter number of hotel room nights) _____ and there were _____ (enter number of attendees) _____ attendees at the Event.

All documentation evidencing the number of utilized hotel room nights and attendance numbers for the Event is attached to this Compliance Certificate.

GREATER FORT LAUDERDALE PRIDE, INC.

Title: _____

Printed Name: _____

Signature: _____

Date: _____