



BROWARD COUNTY CULTURAL DIVISION SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and City of Pompano Beach, Florida, a municipal corporation of the State of Florida ("Recipient") (each a "Party," and collectively the "Parties").

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

1. Award. Recipient has been awarded an event sponsorship pursuant to the Arts & Cultural Festival and Special Event Sponsorship Program for the Old Town Untapped and Backyard Jam (the "Event"), which shall take place on the date(s) specified in Exhibit A.

2. Term. This Agreement shall be effective upon full execution by the Parties ("Effective Date") and shall terminate sixty (60) days after the conclusion of the Event (the "Term").

3. Sponsorship Fee. County agrees to pay Recipient Fifty Thousand Dollars (\$50,000) ("Sponsorship Fee") by May 1, 2025, as consideration for Recipient providing County the sponsorship benefits described in Exhibit A.

4. Match Requirement. Recipient shall allocate Fifty Thousand Dollars (\$50,000) as a dollar-for-dollar cash match to be utilized for expenses directly related to the implementation of the Event, including but not limited to vendor fees, artist fees, facility rental, equipment rental, and Event-related supplies. County may request reimbursement of the Sponsorship Fee if Recipient fails to meet the match requirement.

5. Reporting. Within forty-five (45) days after the Event, Recipient shall submit a completed project evaluation report ("Project Evaluation Report") with supporting documentation to County's Cultural Division through County's designated online portal. Recipient's failure to submit the Project Evaluation Report or supporting documentation may bar Recipient from award of future event sponsorships.

6. Sponsor Material. During the Term, County may provide Recipient with text, artwork, graphics, and/or photographs utilizing County's name, logo, and other intellectual property ("Content") so that Recipient may incorporate the Content into materials that may be displayed or distributed by Recipient to promote County's sponsorship of the Event ("Event Materials"). Recipient shall only utilize the Content for the purposes stated in this Agreement, including as described in Exhibit A. During the Term, County hereby grants Recipient a nonexclusive, nontransferable, limited, and revocable license to: (i) incorporate the Content into the Event Materials; and (ii) display and distribute the Event Materials solely pursuant to the terms and conditions of this Agreement, or as otherwise approved by County in advance and in writing. Recipient may not utilize, display, or distribute any Content or Event Materials using the Content in a manner that is detrimental or prejudicial to County's reputation. County may terminate the license granted in this section with respect to any or all Content at any time upon

written notice to Recipient prior to the distribution of the Event Materials. Upon termination or expiration of this Agreement, Recipient shall cease all use, display, and distribution of any Content and Event Materials using the Content unless otherwise agreed to by County in writing.

7. Cancellation of Event. If the Event does not take place on the original scheduled dates for any reason, then Recipient shall refund County the Sponsorship Fee within fifteen (15) days after written request by County if (a) the Event is not rescheduled within thirty (30) days after its originally scheduled dates, and (b) the Event does not occur within six (6) months after its originally scheduled dates.

8. Indemnification. Recipient shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") 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 breach of this Agreement by Recipient or by any intentional, reckless, or negligent act or omission of Recipient, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement including, without limitation, any matters relating to the use of the Event Materials by Recipient (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Recipient shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

9. Termination. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. If the Agreement is terminated for cause by County prior to the date of the Event, Recipient shall refund to County the Sponsorship Fee within fifteen (15) days after written request from County. If Recipient fails to provide the sponsorship benefits described in Exhibit A, County, in its sole discretion, may terminate this Agreement and request that Recipient refund to County all or a portion of the Sponsorship Fee within fifteen (15) days after written request from County. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

10. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Recipient that are related to Recipient's use of County funds and Recipient's match requirement, and Recipient shall keep all books, records, and accounts as may be necessary to record complete and correct entries applicable thereto. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Recipient shall make same available in written form at no cost to County. Recipient shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least

three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Recipient hereby grants County the right to conduct such audit or review at Recipient's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Recipient shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

11. Sovereign Immunity. Except to the extent sovereign immunity may be 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.

12. Third-Party Beneficiaries. Neither Recipient 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.

13. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Recipient, Recipient hereby attests under penalty of perjury that Recipient does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalty of perjury, the undersigned authorized representative of Recipient declares that they have read the foregoing statement and that the facts stated in it are true.

14. Time of the Essence. Time is of the essence for Recipient's performance of its obligations under this Agreement.

15. Relationship Between Recipient and County. County is merely providing funding as a sponsor of the Event, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Recipient nor its agents are authorized to act as officers, employees, or agents of County.

16. Law; Jurisdiction; Venue; 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, relating 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. Each Party hereby expressly waives any rights it may have to a trial by jury of any civil litigation related to this Agreement.

17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments,

agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

18. Amendments; Severability. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Recipient. If 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.

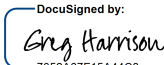
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BROWARD COUNTY CULTURAL DIVISION SPONSORSHIP AGREEMENT

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same pursuant to Section 29.17 of the Broward County Administrative Code; and Recipient, signing by and through its duly authorized representative.

RECIPIENT:

City of Pompano Beach

By:  5/6/2025
7062A67F46A44G8...
Greg Harrison, City Manager (Date)

COUNTY:

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero, County Administrator (Date)

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

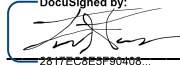
By:  5/6/2025
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Javier Navas (Date)
Assistant County Attorney

EXHIBIT A

Sponsorship Benefits

Project Overview:

The Event is a multi-day event consisting of free public experiences that celebrate art, music, food, and the community. The Event includes the following activities:

Old Town Untapped at the Bailey Contemporary Arts Center located at 41 NE 1st St, Pompano Beach, FL 33060:

April 4, 2025: Big Rock Band

May 2, 2025: JP Soars and the Red Hots

June 6, 2025: Shane Duncan Band

Backyard Jam in Old Town Pompano Beach located at 50 W Atlantic Blvd
Pompano Beach, FL 33060:

April 18, 2025: Simona Electra Show

May 16, 2025: Stryder

June 20, 2025: The Flyers

July 18, 2025: Box of Rocks

August 1, 2025: Jeff Lloyd Band

August 15, 2025: Simona Electra Show

September 19, 2025: Relentless Band

Sponsorship Benefits:

Recipient shall provide County with the following sponsorship benefits:

1. Recipient shall place the Cultural Division logo on all applicable print and digital materials related to the Event, including but not limited to the Recipient and/or Event website; printed collateral including signage, postcards and event programs or brochures; marketing materials, advertisements, and commercials. In addition to the Cultural Division logo, Recipient shall include the following attribution statement in all press releases, radio announcements and on-stage remarks (if applicable): *"Made possible with support from the Broward County Cultural Division."*
2. Recipient shall recognize County as a sponsor from the stage during all live events.
3. Recipient shall provide County with speaking opportunities at live events.
4. Recipient shall include a full-page ad related to the County's sponsorship of the Event in the program booklet.
5. Recipient shall register for an account on www.ArtsCalendar.com, or log in to Recipient's existing account, and post the scheduled Event details.