



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

This First Amendment (“First Amendment”) modifies the terms of the Tourism Sponsorship Program Agreement between Broward County (“County”) and Greater Fort Lauderdale Pride, Inc., a Florida not-for-profit corporation (“GFL Pride”) (County and GFL Pride are sometimes individually referred to as a “Party” or collectively as the “Parties”).

RECITALS

A. On May 23, 2019, County and GFL Pride entered into a Tourism Sponsorship Program Agreement (“Agreement”) whereby County agreed to provide Five Hundred Thousand Dollars (\$500,000) in advance sponsorship funding towards GFL Pride’s event known as “Pride of the Americas,” which was to be held April 21 through 26, 2020 (the “2020 Event”).

B. As a result of the COVID-19 public health emergency and the prohibition by the State of Florida on large gatherings, the 2020 Event was canceled.

C. As the region emerges from COVID-19, GFL Pride has organized a Pride of Fort Lauderdale festival to occur in November 2021 (“2021 Event”) and a rescheduled Pride of the Americas festival for November 2022 (“2022 Event”).

D. The Parties desire to amend the Agreement to reflect the addition of the 2021 Event and the 2022 Event, to adjust County’s overall sponsorship of these events, and to provide for GFL Pride to repay to County a portion of the sponsorship funding previously advanced for the canceled 2020 Event.

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

1. The Recitals stated above are true and correct and are incorporated herein. All defined and capitalized terms used in this First Amendment shall have the same meaning as used in the Agreement unless expressly stated in this First Amendment.

2. The Effective Date of this First Amendment shall be the date it is executed by the last of the Parties and returned to the Party that initially signed it (“Amendment Effective Date”).

3. GFL Pride will repay to the County the total sum of Two Hundred Fifty Thousand Dollars (\$250,000) of the sponsorship previously advanced for the canceled 2020 Event on the following schedule (time being of the essence for each and all such payments):

- a. One Hundred Twenty Thousand Dollars (\$120,000) within thirty (30) days after the Amendment Effective Date;
- b. Fifty Thousand Dollars (\$50,000) on or before December 31, 2021;
- c. Fifty Thousand Dollars (\$50,000) on or before December 31, 2022; and
- d. Thirty Thousand Dollars (\$30,000) on or before June 30, 2023.

4. 2021 Event Sponsorship: GFL Pride shall provide County the following sponsorship benefits in connection with the 2021 Event:

- a. GFLCVB shall be identified as a “Platinum Sponsor,” with the GFLCVB’s name and logo identified in all of GFL Pride’s electronic and print marketing and promotional materials before and during the 2021 Event;
- b. Sufficient “all-access” level tickets shall be provided for use by: (i) GFLCVB staff to attend the 2021 Event in an official capacity to observe the activities; and (ii) County officials who may wish to attend in their official capacity as representatives of Broward County; and
- c. A GFLCVB or other County representative will be given the opportunity to speak at the main opening and closing ceremonies (if any) of the 2021 Event.

5. 2022 Event Sponsorship: All references to the Event and the sponsorship benefits to be delivered by GFL Pride to County as reflected in Exhibit A to the Agreement shall now mean and apply to the 2022 Event.

6. 2021 Event and 2022 Event Attendance/Hotel Room Night Estimates; Documentation: Notwithstanding anything in the Agreement to the contrary, including without limitation Paragraph 7 of Exhibit A to the Agreement, GFL Pride and County agree that there are no required attendance or hotel room night consumption commitments associated with either the 2021 Event or the 2022 Event. GFL Pride represents and warrants that one of the main purposes of these events is the attraction and promotion of these events to individuals residing outside of Broward County. GFL Pride shall provide County, within sixty (60) calendar days after each of the two (2) events, a Compliance Certificate in a form provided by County to GFL Pride substantively similar to Exhibit B to the Agreement, along with documentation requested by GFLCVB, to evidence the number of attendees and hotel room night generation from each of the events.

7. The Parties jointly prepared this First Amendment, and therefore no provision in this First Amendment shall be more strictly construed against either party.

8. Except as modified in this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.

9. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitutes one and the same amendment. The Parties further consent to the use of digital or electronic signatures in connection with the execution of this First Amendment.

10. This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this First Amendment that are not contained in the Agreement and this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: 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 _____ day of _____, 2021, and GREATER FORT LAUDERDALE PRIDE, INC., signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

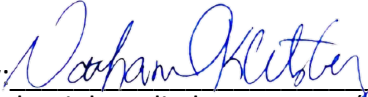
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Mayor

_____ day of _____, 2021

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

By:  05/27/2021
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

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WITNESSES:

GREATER FORT LAUDERDALE PRIDE, INC.

Signature

By:  _____

Authorized Signor

Print Name of Witness above

Miik Martorell - President

Print Name and Title

Signature

27 day of May, 2021

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)