



SPONSORSHIP AGREEMENT BETWEEN BROWARD COUNTY AND THE AMERICAN JEWISH COMMITTEE

This Sponsorship Agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and the American Jewish Committee, a New York nonprofit corporation located at 165 E. 56th Street, New York, New York (“Recipient”) (collectively, County and Recipient are referred to as the “Parties”).

RECITALS

A. Recipient is a nonprofit organization that advocates and educates to counter antisemitism and to advance democratic values in South Florida, the United States, and around the world.

B. On October 24, 2023, the Broward County Board of County Commissioners approved a \$250,000 sponsorship (the “Sponsorship”) to support Recipient’s community education, antisemitism training, and public awareness campaign (collectively, the “Campaign”) as further described 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. Amount of Sponsorship. County will provide Recipient a Sponsorship in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for Recipient’s Campaign. County will pay Recipient the Sponsorship amount as follows: \$100,000 paid within thirty (30) days after the Effective Date; \$150,000 by December 15, 2023. Recipient shall provide a proper invoice to County for the applicable amount at least fifteen (15) days prior to the due date. In addition to the foregoing Sponsorship amount, the County Administrator is authorized, in her discretion, to waive County fees or charges for the use of County buildings or properties for activities by Recipient in furtherance of the Campaign, up to an aggregate in kind value of Two Thousand Five Hundred Dollars (\$2,500).

2. Use of Sponsorship Funds. Except as expressly provided herein, Recipient shall use the Sponsorship funds for the Campaign solely in accordance with the Program Summary attached as Exhibit A and the Campaign Budget attached as Exhibit B. Recipient may make changes to budget line items in the Campaign Budget (Exhibit B) provided that any change to a budget line item that, in the aggregate together with all prior changes, modifies that line item by more than 10% of the original line item or more than \$1,000 shall require prior written approval by the Contract Administrator. The Contract Administrator may approve in writing modifications to the Program Summary or the Campaign Budget that do not increase the total amount of the Sponsorship. Recipient shall fully utilize the Sponsorship funds no later than December 31, 2024.

3. Term. This Agreement shall be effective upon full execution by the Parties (“Effective Date”) and shall terminate on December 31, 2024 (the “Term”).

4. Termination. If Recipient uses any Sponsorship funds for purposes other than as permitted in Section 2 of this Agreement, County may terminate this Agreement and demand reimbursement of all Sponsorship funds used in any manner other than as permitted by this Agreement, which amounts must be reimbursed by Recipient within thirty (30) days after County's written demand. If Recipient fails to perform or ceases performing the services for which the Sponsorship funds are being provided, Recipient shall promptly notify the County and return any and all unused funds.

5. Audit Right and Retention of Records. County shall have the right to audit the books, records, and accounts of Recipient and any subcontractors paid with the Sponsorship funds. Recipient shall ensure that all such books, records, and accounts are available to be audited, and shall make all such books, records, and accounts available to County, at no cost to County, upon demand. This obligation shall continue for three (3) years after expiration or termination of this Agreement, or until resolution of any audit findings, whichever is longer. Audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County).

6. Reporting. Recipient shall submit a mid-year written report by June 30, 2024, and a final report by November 30, 2024, to County detailing each expenditure of the Sponsorship funds based upon the categories and line items listed in the Campaign Budget and the specific activities detailed in the Program Summary.

7. Nondiscrimination. Recipient shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of any obligation under this Agreement.

8. Public Records Law. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. Recipient acknowledges that County may be required to produce records relating to this Agreement in accordance with applicable law to persons and entities not a party to this Agreement. Recipient shall fully cooperate with any reasonable request for assistance or documents by County to enable County to comply with applicable Public Records Law.

9. Sovereign Immunity. County is a state agency as defined in Section 768.28, Florida Statutes. Nothing in this Agreement is intended to be, nor shall be construed as, a waiver by County of sovereign immunity or any provision of Section 768.28, nor consent to be sued by third parties, in any matter arising out of this Agreement or any other contract.

10. Other Statutory Requirements. Recipient 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, that it has not been formally charged with committing an act defined as a "public entity crime," and that its entry into this Agreement will not violate that act.

Recipient further represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes, and that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Recipient represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

11. Verification of Employment Eligibility. Recipient represents that Recipient and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Recipient violates this section, County may immediately terminate this Agreement for cause and Recipient shall be liable for all costs incurred by County due to the termination.

12. Recognition of County as Sponsor; License to Use County Name. Recipient shall recognize County as a sponsor of the Campaign. During the Term, County hereby grants to Recipient a limited, nontransferable, nonexclusive, worldwide, royalty-free license to use County's names, logos, trademarks, or service marks solely for the purpose of fulfilling the terms of this Agreement, including to promote County's commitment to and support of Recipient's Campaign. Upon termination or expiration of this Agreement, the license rights granted herein shall immediately terminate.

13. 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 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 (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. If considered necessary by County and the County Attorney, any sums due Recipient under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

14. Third-Party Beneficiaries. Neither Recipient nor County intends to primarily 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 thereon.

15. Notice and Payment Address. Unless otherwise stated herein, for 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 email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Recipient. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section. The notice recipient identified for County is the “Contract Administrator” for purposes of this Agreement.

FOR COUNTY:

Broward County
Attn: Deputy County Administrator
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: kicampbell@broward.org

FOR RECIPIENT:

Daniel A. Goldwater, CPA
Controller
American Jewish Committee (AJC)
165 E. 56th Street
New York, NY 10022
Email address: goldwaterd@ajc.org

16. Assignment. Recipient 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 County’s sole and absolute discretion. Any assignment, transfer, or encumbrance in violation of this section will be null and ineffective. If Recipient violates this provision, any portion of the Sponsorship already provided to Recipient 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.

17. 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 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 THE AGREEMENT OR THESE SPONSORSHIP TERMS.**

18. 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 and, if applicable, Chapter 125, Florida Statutes.

19. Joint Preparation; Recitals; Exhibits; Prior Agreements. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either party. 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 This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof 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.

20. Execution Authority; Counterparts; Multiple Originals. Recipient represents that the person signing this Agreement on behalf of Recipient is duly authorized to do so and has the power to bind Recipient. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Sponsorship 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 24th day of October, 2023, and the American Jewish Committee, signing by and through its Chief Executive Officer, duly authorized to execute same.

COUNTY


ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners


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

By: _____
Mayor
____ day of _____, 2023

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  _____
Stacey R. Weinger (Date)
Assistant County Attorney

Digitally signed by Rene D. Harrod
Reason: RDH for Stacey Weinger
Location: Broward County Attorney's
Office
Date: 2023.10.18 10:26:07 -04'00'

By  _____
Rene D. Harrod (Date)
Chief Deputy County Attorney

Digitally signed by Rene D. Harrod
Reason: Approved as to form
Location: Broward County Attorney's
Office
Date: 2023.10.18 10:25:34 -04'00'

SRW
American Jewish Committee Sponsorship Agreement
10/16/2023
#1061328v5

**SPONSORSHIP AGREEMENT BETWEEN BROWARD COUNTY AND
THE AMERICAN JEWISH COMMITTEE**

RECIPIENT

American Jewish Committee

By: _____

Print Name: Ted Deutch

Title: Chief Executive Officer

____ day of _____, 2023

Exhibit A Program Summary

Recipient has established a task force to implement the White House’s U.S. National Strategy to Counter Antisemitism. Recipient will draw on its national and local resources to implement a broad-based plan that includes advocacy, community education, antisemitism trainings, and a public awareness campaign—achieving key topline strategies included in the pillars of the U.S. National Strategy. Recipient will utilize the County’s Sponsorship funds to support its Campaign. The Campaign includes the following elements:

1. Community Education

Community education initiatives are critical to addressing anti-Jewish hate. The array of proposed programs serves to advance the first pillar of the U.S. National Strategy which aims to increase awareness and understanding of antisemitism, including its threat to America, and broaden appreciation of Jewish heritage. Recipient will provide the following educational initiatives:

- a. Education at Broward County Library Locations. Recipient will work with the Broward County Libraries Division to enable its 37 branch locations to celebrate Jewish American Heritage (JAHM) Month in May 2024, recognizing the positive contributions Jewish Americans have made. Recipient will partner with the library system to showcase JAHM displays across most branches including recommended books, films, and printed copies of Recipient’s *Translate Hate* glossary which helps identify and expose antisemitic tropes, words, and symbols. A Spanish translation of *Translate Hate* will be made available for branches with a majority of Spanish-speakers. Additionally, Recipient will offer resources for consideration for use by County such as customizable social media posts, articles for library newsletters, and QR codes to enable patrons to test their knowledge of how well they can recognize hate and access additional educational resources at AJC.org. Recipient will advise on JAHM programs, such as concerts, speakers, and film screenings and serve as a resource for speakers.
- b. Combating Antisemitism Community Summit. Recipient will host a half-day community summit on combating antisemitism held during Jewish American Heritage Month in May at the David Posnack Jewish Community Center (JCC). This will invite the broader community to come together for a day of learning and action. Recipient will collaborate with the JCC, area nonprofits, and local elected leaders to organize a meaningful program that addresses the concrete steps that can be taken to recognize, respond to and prevent antisemitism. Presentations and panel discussions may include understanding the prevalence and impact of antisemitism, how interfaith partners can be allies in addressing hate, how the International Holocaust Remembrance Alliance (IHRA) Working Definition of Antisemitism can be a tool in responding to antisemitism, and manifestations of antisemitism in the media, on campus, and in our schools and communities. A keynote speaker such as writer and comedian David Baddiel; journalist and staff writer at The Atlantic Yair Rosenberg; or U.S. Special Envoy to Monitor and Combat Antisemitism

Deborah Lipstadt will help draw a robust audience and provide unique perspectives and insights in the fight against antisemitism.

- c. Evening Workshop. Recipient will hold an evening workshop for up to 200 parents focused on intergroup relations, held in collaboration with another nonprofit such as Children’s Services Council of Broward County, which will examine prejudices, popular misunderstandings, and stereotypes, to increase understanding of racism and antisemitism.
- d. Other Opportunities. Other community partnerships may develop over time during the Term that allow for Recipient experts to provide lectures, speak on panels, and conduct trainings to increase understanding of antisemitism and ways to prevent it in the community. For example, AJC is partnering with the Jewish Federation of Broward County and various Latino organizations for a special Spanish-language summit on antisemitism in early October.

2. Antisemitism Training

During the Term, Recipient will deliver a series of 4 to 6 antisemitism trainings for elected officials, law enforcement, corporations, sports teams, education institutions, and nonprofits to help them recognize antisemitism, raise awareness, and address it using a variety of tools.

Trainings will include background information on defining antisemitism as well as Jewish demographic trends in the U.S., using data from Recipient’s annual State of Antisemitism in America report. Through Recipient’s Translate Hate glossary, trainings will address modern examples of antisemitism that stem from ancient and medieval antisemitic tropes. Trainings will conclude with recommended action items to counter anti-Jewish bias both in the workplace and in society, including encouragement to adopt and utilize the IHRA Working Definition. While all trainings will include the information detailed above, each training will be tailored to best fit the needs of the audience. For example, trainings for elected leaders and law enforcement also will highlight their role in advancing Pillar 2 of the U.S. National Strategy aimed at improving safety and security for Jewish communities. For these target groups, Recipient will share how the U.S. Strategy calls on mayors, governors, and municipal leaders to convene diverse networks of community partners, including law enforcement, to discuss antisemitism and promote hate crime reporting.

Trainings may be held at Broward County library branches, government buildings, schools, or other locations dependent on the group. Sessions also may vary in length based on target audience. Recipient intends to conduct community outreach and coordination of training with the following groups:

- Broward County elected officials: Recipient will partner with the Broward League of Cities, a nonpartisan, nonprofit organization dedicated to raising awareness and resolving issues facing Broward County’s 31 cities and municipalities.

- Law enforcement: Recipient will offer training to the Broward Sheriff’s Office district employees, officers and support staff from area police departments, and staff of special units.
- K-12 educators: Recipient will partner with the Broward County Public Schools District to offer training(s) coordinated with its regional offices and administrators.
- Corporate Trainings: Recipient will organize trainings in cooperation with multiple partners, including but not limited to, the Broward Alliance; Broward Workshop; Broward County Chamber of Commerce, Greater Fort Lauderdale Chamber of Commerce, and Greater South Florida Chamber; and South Florida District Office of the U.S. Small Business Administration. Recipient expects to offer 2-3 sessions targeted both larger and smaller businesses across Broward County.

In addition to leveraging multiple community partnerships and capitalizing on Recipient’s strong relationships in Broward, marketing also will include geotargeted digital ads on social media, ads in the *Sun Sentinel*, and/or posting to Eventbrite and other event bulletins will help to draw targeted audiences.

Recipient will work to cultivate relationships with the offices of the elected leaders trained, as well as the police departments, schools, and companies to provide follow-up support and implementation of recommended policies and protocols and empowering companies to turn to AJC as a resource for when antisemitic incidents occur in their communities, issue public statements following antisemitic developments, participate in Jewish American Heritage Month, and other demonstrations of partnership with the Jewish community at-large.

3. Public Awareness Campaign

A comprehensive public awareness campaign employing multiple platforms and messages will raise understanding of antisemitism and activate residents in learning more and taking action to prevent incidents in their local neighborhoods, schools, and communities in Broward County.

The public awareness campaign will support key objectives including:

- Increasing understanding of antisemitism
- Reinforcing the need for all people to act against antisemitism

Through strategically placed out-of-home advertising, geotargeted social media ads, and radio ad buys, Recipient will reach a wide demographic and have deep penetration into the Broward County market. Recipient’s marketing team has significant experience negotiating rates and contracts with media outlets and vendors. Further, advertising will recognize County as a sponsor, positioning Broward County as a leader in addressing the issue of antisemitism.

The public awareness campaign will include:

- Digital billboards along the Florida Turnpike, I-595, I-95, and I-75 targeting heavy commuter traffic throughout Broward County.
- Digital bulletins at Fort Lauderdale-Hollywood International Airport (FLL), targeting both residents and tourists visiting Broward County. FLL is the fastest growing passenger hub in the U.S. with more than 2.6 million passengers driving 7.3+ million impressions monthly. Large format digital bulletins will provide airport-wide coverage maximizing reach for the investment.
- Social Media advertising across platforms including Facebook, Instagram, X/Twitter, and YouTube will be geotargeted to reach Broward County residents.
- Radio advertising on Spotify, iHeartMedia, and WLRN NPR for South Florida will include .15-30 second spots to highlight key statistics about the prevalence of antisemitism in America and/or encourage everyone to fight anti-Jewish hate, and to visit a key webpage to learn more and become an advocate in the fight against antisemitism.

The public awareness campaign will leverage a significant amount of existing creative assets to maximize Sponsorship funds, including Recipient’s Translate Hate quiz, images and videos about the impact of antisemitism, reels addressing tough questions on antisemitism such as this one on “Why is antisemitism different from other forms of hate?”, and other quizzes and graphics that serve to educate residents about the current state of antisemitism. Additionally, digital/social media ads will also drive residents to Recipient’s webpages, content, or lead forms to watch/learn more or take action. The Campaign Budget includes minimal hours for a graphic designer to reformat current assets into a cohesive campaign theme. In total, the public awareness campaign is estimated to reach at least 22 million impressions as follows:

Format	Weekly Campaign Detail	Period Length	Total Impressions
OutFront Media Digital Billboards	As many as 28 sites/screens along commuter highways	12-month period	11,250,000
Clear Channel Outdoor Airport Digital Billboard – Fort Lauderdale-Hollywood International Airport (FLL)	Airport-wide coverage through digital bulletins	1-month – either December (winter vacation), March (spring break), or May (JAHM)	7,393,494 (month)
Social Media Advertising	Geotargeted to Broward County across social media platforms: Facebook, Instagram, X/Twitter, YouTube	Based on investment	Based on investment

Format	Weekly Campaign Detail	Period Length	Total Impressions
Spotify ad	Geotargeted to Broward County	Flighting over 6 months	1,600,000
iHeartMedia	Geotargeted to Broward County	Flighting 2-3 months	1,300,000
WLRN NPR for South Florida	Geotargeted to Broward County	Flighting over 6 months	800,000

To implement the public awareness campaign, Recipient will leverage an array of internal departments including marketing and communications, Contemporary Jewish Life and Training departments with staff expertise in education and training, as well as its South Florida team of professionals across its regional offices – AJC Miami and Broward and AJC Palm Beach, new hires planned for our strategic growth in South Florida with portfolios in programming and advocacy, and Special Projects Director Wendi Lipsich. All marketing and advertising materials produced should reflect Broward County’s participation in the program, including the Broward County logo where size permits. All marketing and advertising materials produced should be reviewed and approved as to inclusion of the Broward County brand, in advance of production, by the Broward County Office of Public Communications Director or Assistant Director.

**Exhibit B
Campaign Budget**

Recipient shall utilize and spend the Sponsorship funds in accordance with the following budget:

Item	Sponsorship
Translate Hate Glossary (5,000 x \$2.5/printed copy)	\$12,615
Translate Hate Glossary (500 Spanish-language copies)	\$4,200
Parent Workshop Refreshments and Materials	\$1,000
Trainings - catering (6 trainings x 50-100 ppl x \$20/pp)	\$12,000
AJC Speaker Travel/Accommodations	\$14,520
Event Marketing	\$15,000
Orlove Auditorium, David Posnack JCC	\$1,250
AV Support	\$750
Security (Summit and Trainings)	\$2,500
Catering (300 x \$40/person for breakfast & lunch)	\$12,000
Event Marketing	\$3,000
AJC Speaker Travel/Accommodations	\$4,000
Keynote Speaker Fees	\$15,000
Total Community Education & Training Costs	\$97,835
Out-Of-Home Marketing	\$100,000
Digital/Social Media Ads	\$15,000
Radio Ads	\$28,165
Graphic Designer	\$9,000
Total Public Awareness Campaign Costs	\$152,165
TOTAL	\$250,000