

ADDITIONAL MATERIAL
REGULAR MEETING

NOVEMBER 13, 2025

SUBMITTED AT THE REQUEST OF
CULTURAL DIVISION



AGREEMENT BETWEEN BROWARD COUNTY AND YES WE ARE MAD, LLC FOR PRODUCTION AND MANAGEMENT SERVICES FOR IGNITE BROWARD ART AND LIGHT FESTIVAL

This agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and YES WE ARE MAD, LLC, d/b/a Mad Studios, a Florida limited liability company (“Contractor”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. IGNITE Broward Art and Light Festival (“IGNITE Broward”) is an immersive art and light festival co-produced annually by the Broward County Cultural Division (“Cultural Division”) and Contractor.

B. Cultural Division and Contractor have continuously co-produced IGNITE Broward since its inception in 2021.

C. County is seeking to engage Contractor to assist with the management and production of IGNITE Broward by providing art curation, installations, and production, and technical assistance for the festival.

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

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of the Cultural Division, the Assistant Director of the Cultural Division, or such other person designated by the Director of the Cultural Division in writing.

1.5. **Purchasing Director** means County’s Director of Purchasing.

1.6. **Services** means all work required of Contractor under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Scope of Services attached as Exhibit A.

1.7. **Subcontractor** means any entity or individual, including any subconsultant, that provides Services to County through Contractor, regardless of tier.

ARTICLE 2. EXHIBITS

| | |
|------------------|------------------------------------|
| Exhibit A | Scope of Services |
| Exhibit B | Payment Schedule |
| Exhibit C | Minimum Insurance Coverages |

ARTICLE 3. SCOPE OF SERVICES

Contractor shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through November 1, 2026 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Renewal Term(s), and any Extension, as those terms are defined in this article, are collectively referred to as the "Term."

4.2. Renewals. The Parties may renew this Agreement for up to four (4) additional one (1) year terms (each a "Renewal Term") on the same rates, terms, and conditions stated in this Agreement by written approval of both Contractor and County at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to approve Renewal Term(s) on behalf of County, and Contractor's Chief Executive Officer is authorized to approve Renewal Term(s) on behalf of Contractor. Written approval by the Parties' representatives as set forth herein by electronic mail shall be effective and sufficient.

4.3. Extension. If the Purchasing Director determines, in their sole discretion, that unusual or exceptional circumstances render the exercise of a Renewal Term not practicable, or that no Renewal Term remains available and expiration of this Agreement would result in a gap in necessary Services, then the Purchasing Director may extend this Agreement for one or more periods not to exceed three (3) months in the aggregate ("Extension") on the same rates, terms, and conditions as existed at the end of the then-current term. The Purchasing Director may exercise the Extension by written notice to Contractor at least thirty (30) days prior to the end of the then-current term stating the duration of the Extension. The Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.4. Funding. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds

or any other funding source to make any payment(s) required under this Agreement and County may terminate this Agreement for convenience pursuant to Article 9.

4.5. Time of the Essence. Time is of the essence for Contractor’s performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all Services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

| Categories | Not-To-Exceed Amount |
|---|-----------------------------|
| IGNITE Broward 2026 (Initial Term) | \$1,000,000 |
| IGNITE Broward 2027 (First Renewal Term) | \$1,000,000 |
| IGNITE Broward 2028 (Second Renewal Term) | \$1,000,000 |
| IGNITE Broward 2029 (Third Renewal Term) | \$1,000,000 |
| IGNITE Broward 2030 (Fourth Renewal Term) | \$1,000,000 |
| TOTAL NOT TO EXCEED | \$5,000,000 |

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County’s obligation to compensate Contractor for Services. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor’s obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in Exhibit B, Contractor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than ninety (90) days after the expiration or earlier termination of this Agreement. Contractor’s delayed submission of any invoice by more than ninety (90) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator’s sole discretion, result in a waiver of any right to payment for the invoiced Services. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (Form 00924, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Invoices shall be in the amounts set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.3. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; (b) be submitted pursuant to instructions prescribed by the Contract Administrator; and (c) be submitted to both the County's Accounting Division (via email at AccountsPayable@Broward.org) and to the Contract Administrator. Payments shall be sent to Contractor's address in accordance with Article 11, unless otherwise requested by Contractor in writing and approved by the Contract Administrator in writing. Payments may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. County may set off any amounts Contractor owes to County under this Agreement against any amounts County owes to Contractor under this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers within thirty (30) days after receipt of payment from County for such subcontracted work or supplies. If Contractor withholds an amount as retainage from Subcontractors or suppliers, Contractor shall release such retainage and pay same within thirty (30) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. Reimbursement of any travel costs or travel-related expenses permitted under this Agreement shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge by Contractor in any amount, Contractor shall promptly refund to County

such overcharged amount. If the overcharge exceeds five percent (5%) of the total amount charged in the invoice where the overcharge occurred, Contractor shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount within thirty (30) days after demand by County as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest).

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

6.5. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with

committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. Contractor represents that Contractor 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 Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.10. Prohibited Telecommunications. Contractor represents and certifies that Contractor and all Subcontractors do not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code throughout the Term.

6.12. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Contractor; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.13. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "County 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 or Applicable Law by Contractor, or any act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or any event (collectively, a "County Claim"). If any County Claim is brought against a County Indemnified Party, Contractor shall, upon written notice from County, defend each County Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the County Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all County 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.

County shall indemnify, hold harmless, and defend Contractor and all of Contractor's current, past, and future officers, agents, and employees (collectively, "Contractor Indemnified Party") from and against any 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, to the extent caused or alleged to be caused by (i) any negligent act or omission of County relating to any County-owned facility or property used for the Event; or (ii) the gross negligence or willful misconduct of County or its officers, employees, or agents (collectively, a "Contractor Claim"). If any Contractor Claim is brought against a Contractor Indemnified Party, County shall, upon written notice from Contractor, defend each Contractor Indemnified Party with counsel satisfactory to Contractor or, at Contractor's option, pay for an attorney selected by the Contractor to defend the Contractor Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. INSURANCE

8.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County, and shall obtain same in an endorsement of Contractor's insurance policies.

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. 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. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.1.1. Contractor's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.1.2. By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, et seq., of the Code; or

9.1.3. By the Director of OESBD upon the disqualification of Contractor as a CBE or SBE if Contractor's status as a CBE or SBE was a factor in the award of this Agreement, or upon the disqualification of one or more of Contractor's CBE or SBE participants by the Director of OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days' advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Contractor shall be paid for any Services properly performed through the termination

date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Contractor for Services under this Agreement.

9.3. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Contractor’s failure to comply with any term(s) of this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY

Contractor and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Contractor specifically for County in connection with performing Services, whether finished or unfinished (“Documents and Work”), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work, and shall provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, County has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. Contractor represents and warrants that it has all necessary legal rights to provide the Documents and Work and to grant County the rights stated in this Agreement.

Contractor must deliver the Documents and Work to the Contract Administrator within ten (10) business days after expiration or termination of this Agreement. Any compensation due to Contractor may be withheld until all Documents and Work are provided as set forth herein. Contractor shall ensure that the requirements of this section are included in all of Contractor's agreements with Subcontractor(s).

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

11.3.2. 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 Applicable Law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law throughout the Term and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the Services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law 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.

If Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt

or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of County's obligation to treat the records as Restricted Material. Contractor must 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 nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7456, PDUNLAP@BROWARD.ORG, 100 S. ANDREWS AVENUE, SIXTH FLOOR, FORT LAUDERDALE, FLORIDA 33301.

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. 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; upon request by County, Contractor and all Subcontractors shall make same available to County in written form at no cost and allow County to make copies. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all Subcontractors 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. This section shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment based upon such entry. Contractor shall refund to County any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges audited by County, Contractor shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of such audit must be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.7. 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.

11.8. Third-Party Beneficiaries. Neither Contractor nor County intends to primarily or directly 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.

11.9. Notices. 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). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Cultural Division
Attn: Phillip Dunlap, Director
100 S. Andrews Ave., 6th Floor
Fort Lauderdale, FL 33301
Email address: PDunlap@broward.org

FOR CONTRACTOR:

Yes We Are Mad, LLC
Attn: Marc Aptakin, CEO
485 S. Federal Hwy.
Dania Beach, FL 33004
Email address: marc@yeswearemad.com

11.10. Subcontracting; Assignment; Change of Control. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any change of control (as defined herein) shall be deemed an assignment. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

For purposes of this section, "change of control" means: (a) a transfer of more than fifty percent (50%) of the ownership interests in Contractor, whether in a single transaction or a series of related transactions; (b) a merger, consolidation, or other reorganization that results in a change in voting control in Contractor or in the entity that controls Contractor's business; or (c) the sale, lease, or transfer of all or substantially all of Contractor's assets. A change of control does not include (i) a transfer to an entity wholly owned, directly or indirectly, by Contractor or its parent, or (ii) a transfer between existing owners of Contractor that does not result in a change in majority ownership; provided, however, that any such transfer shall not relieve Contractor of its obligations under this Agreement unless County expressly agrees otherwise in writing.

11.11. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Contractor is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Contractor must ensure that any use of generative artificial intelligence tools by Contractor or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training.

Contractor must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

11.12. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform Services, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

11.13. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.14. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.

11.15. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.16. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.17. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular

shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.18. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.19. 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, 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.20. Amendments. 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 Contractor.

11.21. 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.

11.22. HIPAA Compliance. County has access to protected health information (“PHI”) that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), Contractor shall: (a) fully protect individually identifiable health information as required by HIPAA and/or HITECH; and (b) comply with the Business Associate Agreement attached hereto, if any, or, if such agreement is not attached hereto and if requested by County, execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. The County Administrator is authorized to execute a Business Associate Agreement on behalf of

County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with Subcontractors.

11.23. Payable Interest.

11.23.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.23.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.24. Incorporation by Reference. 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.

11.25. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.26. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.27. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

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

(The remainder of this page is intentionally left 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 County Administrator, authorized to execute same by Board action on the ____ day of _____, 20__; and Contractor, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

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 _____
Javier Navas (Date)
Assistant County Attorney

By _____
Sandy Steed (Date)
Assistant County Attorney

JN/SS
Yes We Are Mad, LLC
11/7/2025
#1185997.14

AGREEMENT BETWEEN BROWARD COUNTY AND YES WE ARE MAD, LLC FOR PRODUCTION AND MANAGEMENT SERVICES FOR IGNITE BROWARD ART AND LIGHT FESTIVAL

CONTRACTOR

Yes We Are Mad, LLC

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 2025

Exhibit A Scope of Services

Contractor shall provide the following Services:

1. Services Summary

Contractor shall provide event production services to produce, in collaboration with the County’s Cultural Division, the IGNITE Broward Art and Light Festival (the “Event”). The Event is a free, annual, multi-day immersive arts and lights festival featuring large-scale light-based art, projection mapping, LED/video walls, and related technical production. Contractor will serve as the County’s producing contractor for the annual Event for the Term of this Agreement, beginning with the 2026 festival, scheduled for February 13–22, 2026. No admission fees or ticketing may be charged to the public for access to the Event without the prior written approval of the County Contract Administrator.

Contractor shall provide end-to-end producing services, including but not limited to art curation and production, installation and technical execution, logistics management and compliance, event expansion support, quality assurance, venue space provision, video production, audience engagement, and annual reporting. Contractor shall also manage the website IGNITEBroward.com, artist calls, and programming, while collaborating with County staff to ensure seamless coordination and successful Event delivery. Contractor and County shall mutually agree upon and collaborate in the creative direction, preparation, and presentation of all public-facing materials related to the Event, including, but not limited to, visual identity, promotional graphics, exhibition texts, and digital communications. Contractor shall provide meaningful creative input to ensure the Event aligns with the established artistic vision of the Event and the presentation standards expected by participating artists. County shall retain final approval rights, including to ensure consistency with County policies and communication guidelines.

2. Services Description

Contractor shall:

- Art Curation and Production
 - Curate a diverse mix of local, national, and international artists producing immersive art installations, projection mapping, interactive light sculptures, and sound-based works for the Event.
 - Contractor shall identify in advance for County consideration the proposed artists and artwork for the Event, and shall obtain County written approval for all artists and artwork included in the Event. For the artists and art so approved by County (collectively, “Event Artwork”), Contractor shall:
 - Manage and administer the artist selection process from application to award;

- Serve as lead manager of artist calls and programming announcements.
 - Subcontract with the selected artists for the Event Artwork, which subcontracts shall include payment schedules consistent with the Annual Budget, installation requirements, de-installation terms, and waivers of rights under the Visual Artists Rights Act of 1990 (17 U.S.C. § 106A) (“VARA”) in a form approved by the County Attorney’s Office; and
 - Pay all compensation due to the artists in connection with the Event and the Event Artwork pursuant to the approved subcontracts, including visa fees, travel, lodging, and per diems, as appropriate and subject to Section 112.061, Florida Statutes, where applicable;
- Obtain all necessary rights and licenses for the Event Artwork, including for County, perpetually and at no additional cost to County, to display the Event Artwork at the Event, to advertise and promote the Event, and to utilize and reproduce images of the artists’ images and/or the Event Artwork, including mediums such as photos, videos, audio, and text, for educational, promotional, governmental, and archival purposes. All artist subcontracts must comply with the applicable provisions of this Agreement and be approved in advance in writing by County Attorney’s Office.
- Installation and Technical Execution
 - Manage installation and deinstallation of the Event Artwork across all Event sites;
 - Provide all necessary specialized technical expertise in projection mapping, lighting, audio-visual integration, and rigging; and
 - Develop and execute a comprehensive Event operations plan, including site plans, electrical and crowd management plans, emergency protocols, and daily safety inspections.
- Venue Provision; Event Expansion
 - Propose primary and, if applicable, potential expansion locations for the Event for County’s consideration. The Parties shall mutually agree upon the locations for the Event. County retains sole authority to determine, approve, and contract for (if elected by County) all Event locations, including any expansion sites; to the extent determined by County, securing each site shall be subject to County’s procurement/contracting processes;
 - If requested by County and approved by Contractor, Contractor shall make the facility, Mad Arts, located at 481 S. Federal Highway, Dania Beach, FL 33004, available for use as a festival venue for such portions of the Event and for such installations, workshops, and special events as may be mutually agreed by the Parties;
 - Make all necessary arrangements with the approved locations/venues to ensure that the facilities meet or exceed the requirements of this Agreement and the Event; and

- Collaborate with County and municipal partners in scaling programming of the Event across multiple cities and venues, as selected by County in consultation with Contractor.
- Compliance and Quality Assurance
 - Ensure that the Event and all Services comply with the Americans with Disabilities Act of 1990, (42 U.S.C. § 12101, et seq.)
 - Provide accessibility accommodations to the extent legally required, and to the extent requested and feasible.
 - Maintain artistic excellence while ensuring safety and regulatory compliance.
- Video Production
 - Produce an annual teaser video in advance of the Event;
 - Produce an annual recap video of the Event documenting installations, performances, and audience experiences; and
 - Deliver raw footage, project files, and final exports to County.
 - All the video, footage, files and exports must include all rights, licenses, and permissions fully cleared, ensuring that County holds the unrestricted right to use, reproduce, edit, distribute, display, and publicly perform the video/footage in perpetuity, in any format or medium, without additional compensation or approvals required.
- Proprietary Platforms and Branding; Sponsorships
 - Manage and maintain the website IGNITEBroward.com, in accordance with County web accessibility and performance standards, including compliance with Section 508 of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard (or any higher standard as required by Applicable Law), and maintaining an uptime (except for scheduled maintenance approved in writing by the Contract Administrator) of at least 99.671% throughout the term of this Agreement; and
 - Use Event- and other County-owned branding assets (collectively, “County Logos”) only in compliance with County guidelines, including available at https://drive.google.com/file/d/1Un83LVD6OIN_YjQEodzoessR1L-Mx19Z/view and <https://www.broward.org/PublicInfo/StyleGuide/Pages/Logo.aspx>, and as may be amended by County from time to time;
 - Refer any and all Event sponsorship inquiries and opportunities to County’s Contract Administrator. All sponsorships of the Event must be approved by County and processed through County’s standard sponsorship procedures and documentation. County has sole control and direction over the use and expenditure of sponsorship revenues (whether monetary or in-kind), and may utilize sponsorship proceeds to fund the Annual Budget or for any other County purpose.

3. Technical Approach

A. Process. Contractor shall deliver the Services through a coordinated process encompassing planning, artist curation and contracting, permitting and compliance, technical production, installation and deinstallation, event operations, and post-event reporting. Contractor shall ensure seamless communication with the Cultural Division and municipal partners designated by County throughout all stages of the Event.

B. Implementation. Contractor shall implement the Services in accordance with an agreed schedule of major planning, production, and reporting milestones for the Event, which schedule must be approved in writing each year by the Contract Administrator (the "Annual Planning Timeline"), and in accordance with all requirements outlined in this Agreement. Contractor must coordinate with County staff and municipal partners on all aspects of programming, technical execution, and logistics.

C. Equipment. Other than equipment expressly identified or budgeted in the Annual Budget (such identified or budgeted equipment being the "Event-Specific Equipment"), Contractor shall, at its sole cost and expense, procure and/or provide all equipment, materials, tools, and supplies necessary for the full performance of the Services and the Event, including installation, production, operation, and deinstallation of the Event and the Event Artwork. All equipment other than Event-Specific Equipment provided by Contractor pursuant to this Agreement shall remain the property of Contractor unless otherwise agreed to in writing by Contractor and the Contract Administrator. All Event-Specific Equipment shall be and remain the property of County. Contractor shall be solely responsible for proper maintenance, repair, storage, and safe operation of all equipment, materials, tools, and supplies, including Event-Specific Equipment, throughout the term of the Agreement.

All equipment must comply with applicable federal, state, and local codes, standards, and regulations, including safety, electrical, and accessibility requirements. Equipment shall be operated only by qualified personnel, and all required safety protocols must be followed. Contractor shall be solely responsible for any damage, loss, or injury arising from the use, malfunction, or failure of equipment and shall maintain insurance coverage as specified in this Agreement. Contractor shall replace, upgrade, and/or repair any equipment as necessary to ensure uninterrupted performance of Services.

At a minimum, Contractor shall provide equipment, materials, and supplies in the following categories:

- **Power & Electrical:** Generators and fuel supplies; power distribution panels and temporary power setups; heavy-duty extension cords and cable management systems; cable covers, ramps, and floor protection; backup batteries, UPS systems, and surge protection.
- **Lighting & Visuals:** Projectors (standard and high lumen), mounts, and screens; stage lighting, LED panels, moving heads, and intelligent lighting fixtures; DMX

controllers, lighting consoles, and patch panels; portable lighting for work areas and safety illumination.

- **Audio & Video:** Speakers, amplifiers, mixers, microphones, and cabling; video playback systems, media servers, and interactive sensors; computers, laptops, and software for projection mapping, media playback, and control systems; video cameras, tripods, and lighting for event documentation.
- **Rigging & Structures:** Trusses, clamps, chains, cables, and other rigging hardware; structural supports for suspended or large-scale installations; storage cases, crates, and transport carts for equipment and artwork.
- **Miscellaneous Equipment:** Installation and deinstallation tools (drills, saws, hand tools, fasteners); environmental control equipment (fans, heaters, tents, shades); cleaning and maintenance supplies; and communication equipment (walkie-talkies, headsets).

D. Deliverables Schedule.

Contractor shall provide the following Deliverables, each of which shall be considered accepted by County only upon written notice by the Contract Administrator. Contractor shall comply with the Annual Planning Timeline, unless otherwise approved in advance and in writing by the Contract Administrator. The Annual Planning Timeline may be modified in writing as mutually agreed upon by the Contract Administrator and Contractor. Such modified schedule shall be provided to Contractor and will be deemed automatically incorporated herein by reference.

Upon completion of each Deliverable, Contractor shall notify the Contract Administrator in writing that the Deliverable is ready for review. Within five (5) business days after receipt of such notice, the Contract Administrator shall either:

- (a) issue a written notice of acceptance of the Deliverable, confirming that the Deliverable has been satisfactorily completed; or
- (b) identify in writing any deficiencies or required revisions.

Contractor shall correct any such deficiencies or incorporate requested revisions within five (5) business days after receipt of the County's comments, unless an extended period is approved in writing by the Contract Administrator. No invoice may be submitted for a Deliverable until written notice of acceptance of that Deliverable has been issued by the Contract Administrator. Upon issuance of that written notice of acceptance, Contractor may submit an invoice in the amount associated with that Deliverable as set forth in Exhibit B (Payment Schedule).

Deliverable 1: Website Updates and Artist Call

Deadline: Nine (9) months before the start of each Event*

- Contractor shall:
 - Update IGNITEBroward.com with confirmed Event dates and temporarily archive prior artworks.
 - Issue the Call to Artists.

- Contractor shall submit proposed website updates to the Contract Administrator for review and approval no later than nine (9) months prior to the start of the Event, unless a later submission date is approved in writing by the Contract Administrator.

Deliverable 2: Annual Budget Development

Deadline: Five (5) months before start of each Event*

- On or about July 15 of each year for the duration of the Term, County shall establish and provide Contractor with budgetary information that establishes the maximum dollar amount that may be expended for the Event to be held during that fiscal year (“Annual Funding Limit”) (generally less than \$1,000,000), as approved by the Board. The Annual Funding Limit is the maximum amount of all costs and expenses to be incurred for the Event, whether incurred by Contractor or County.
- Upon receipt of the Annual Funding Limit, Contractor shall prepare and submit to the Contract Administrator a detailed proposed budget for the Services to be performed for that fiscal year’s Event, including, but not limited to, all Event Artwork expenses, labor, materials, technical costs, and any other details as may be requested by the Contract Administrator (each proposed budget, a “Proposed Annual Budget”). Contractor shall submit the Proposed Annual Budget in writing to the Contract Administrator no later than five (5) months prior to the scheduled Event for the upcoming year, unless a later submission date is approved in writing by the Contract Administrator. County will review and, if applicable, provide any direction regarding required modifications to the Proposed Annual Budget, and Contractor shall update and resubmit the Proposed Annual Budget for County review until County provides written approval of same. Only the Proposed Annual Budget approved by County in writing shall be the operative Annual Budget for the Event.
- Once approved in writing by the Contract Administrator, the Annual Budget shall be the maximum total cost for the Event, inclusive of all Services under this Agreement and all other costs and expenses incurred by County in connection with the Event. Contractor may not incur, or cause County to incur, any costs or expenses that would result in exceeding the Annual Budget, unless the expense is expressly approved in writing in advance by the Contract Administrator.

Deliverable 3: Artist Selection and Artwork Finalization

Deadline: Four (4) months before the start of each Event*

- Contractor shall submit proposed selection of artists and artworks to the Contract Administrator for review and approval. County shall provide Contractor with County’s feedback to the proposed selection of artists and artworks within fifteen (15) days after submission, unless a later submission date is approved in writing by Contractor.

- Contractor shall obtain County’s feedback and incorporate such feedback and resubmit as set forth above, until Contractor obtains County’s written approval of the proposed selection of artists and artworks.
- Finalization of artists curation.

Deliverable 4: Teaser Video and Announcements

Deadline: Three (3) months before the start of each Event*

- Contractor shall:
 - Publish artist names and 1–2 sentence bios.
 - Finalize and submit the teaser video no later than three (3) months from the start of the Event, unless a later submission date is approved in writing by the Contract Administrator.
- Contractor shall coordinate the video announcement at the State of the Arts event.

Deliverable 5: Website Updates and Search Engine Optimization

Deadline: Two (2) months before the start of each Event*

- Contractor shall update the website to reflect finalized Event details and implement search engine optimization (“SEO”) changes for the new Event dates.
- Contractor shall add artist information, images, and links to artist websites/social media.
- Contractor shall finalize all remaining website edits and submit for County review no later than two (2) months prior to the start of the Event, unless a later submission date is approved in writing by the Contract Administrator.

Deliverable 6: Event Installation and Operations

Deadline: As indicated for each item below

- Contractor shall manage all Event Artwork installation to be completed in advance of the start of the Event. Contractor shall manage all logistics and technical execution, and shall coordinate with County staff.
- The Event shall occur on the confirmed dates provided by the County. Contractor shall manage operations, safety, and technical execution throughout the Event.

Deliverable 7: Event Close-Out and Reporting

Deadline: 30 days after the last day of the Event

- Contractor shall coordinate all necessary deinstallation immediately following the Event.
- Contractor shall safely store all equipment.
- Contractor shall deliver the recap video and post-event report within thirty (30) days following the conclusion of the Event, unless otherwise approved in writing by the Contract Administrator.

* For the first Event under this Agreement, the deadlines for each Deliverable will be adjusted appropriately, with the approval of the Parties (the Contract Administrator authorized to approve on behalf of County), based upon the time between the Effective Date and the Event date.

4. Managerial Approach

Contractor will ensure that the persons responsible for Contractor’s performance of the Services and, to the extent applicable, identified below (collectively “Key Personnel”) are appropriately trained and experienced and have adequate time and resources to perform the Services in accordance with the terms of this Agreement. In order to make a change to the composition of the Key Personnel, Contractor must provide County with thirty (30) days’ advance written notice (or as much advance notice as is possible if thirty (30) days’ notice is not possible) regarding such proposed changes and the management plan associated with such proposed changes. County shall have the right, in its sole discretion, to approve or reject any proposed changes to Key Personnel. County shall not be responsible for any additional costs associated with a change in Key Personnel.

The Key Personnel shall be as follows:

| Name | Title | Phone Number | Email |
|------------------------|------------------------------------|------------------|--|
| Marc Aptakin | CEO | 305-807-8060 | marc@yeswearemad.com |
| Dylan Beese | Sr. Project Manager | 407-797-4242 | dylan.beese@yeswearemad.com |
| Tess Aptakin | Visitor Service Manager | 954-609-5323 | tess@yeswearemad.com |
| Amanda DeRoxtra | Community Outreach | 954-707-0919 | amanda.deroxtra@yeswearemad.com |
| Richard Vergez | Designer | 754-239-0707 | richard.vergez@yeswearemadarts.com |
| Tiffani Aptakin Ollino | Shipping and Logistics Coordinator | 305-793-7426 | tiffani@yeswearemad.com |
| Jaime Reyes | Technologist | +46 70 245 20 68 | jaime@imakethings.work |
| Sofia Bastidas | Curator | +34 663 59 21 82 | sofia.bastidas@yeswearemad.com |
| Andre Van Lew | Project Manager | 425-773-7413 | andre.vanlew@yeswearemad.com |
| Sophia Shokripour | Project Manager | 954-253-6883 | sophia.shokripour@yeswearemad.com |

5. Communication & Reports

For the Services to be performed, Contractor shall establish an effective way to communicate the current status of Services and to share pertinent information.

- a. Meetings/Communication. Contractor’s lead personnel will provide regular updates during coordination meetings. Meetings will occur on a bi-weekly basis throughout the planning period, shifting to weekly meetings beginning sixty (60) days prior to the Event.
- a. Required Reporting. Contractor must provide brief status reports summarizing the progress of tasks, along with an updated Annual Planning Timeline, at each bi-weekly (and later weekly) meeting. All individual reports and schedules should be consolidated into a master version to generate an overall initiative status report.

**Exhibit B
Payment Schedule**

Payment for each Deliverable under this Agreement shall be made as a percentage of the approved Annual Budget corresponding to that year of the Term. Payment shall be due only upon the County’s written acceptance of each Deliverable. For the Initial Term and for each Event, the total cost to County under this Agreement (inclusive of all Services) shall not exceed the approved Annual Budget for that Event or the Annual Funding Limit established by the County for that year. Any Services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

| Description | Deliverable Amount |
|--|---------------------------|
| Deliverable 1: Website Updates and Artist Call | 10% of the Annual Budget |
| Deliverable 2: Annual Budget Development | 15% of the Annual Budget |
| Deliverable 3: Artist Selection and Artwork Finalization | 25% of the Annual Budget |
| Deliverable 4: Teaser Video and Announcements | 15% of the Annual Budget |
| Deliverable 5: Website Updates and SEO | 15% of the Annual Budget |
| Deliverable 6: Event Installation and Operations | 10% of the Annual Budget |
| Deliverable 7: Event Close-Out and Reporting | 10% of the Annual Budget |
| Total Not-To-Exceed Amount (for Initial Term and for each Renewal Term) | \$1,000,000 |

Exhibit C Minimum Insurance Requirements

Project: IGNITE Broward
Agency: Cultural Division

| TYPE OF INSURANCE | ADDL INSD | SUBR WVD | MINIMUM LIABILITY LIMITS | | |
|--|-------------------------------------|-------------------------------------|--|------------------|-----------------|
| | | | | Each Occurrence | Aggregate |
| GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations | \$1,000,000 | \$2,000,000 |
| AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i> | | | Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage | \$500,000 | |
| <input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i> | | | | | |
| <input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i> | N/A | <input checked="" type="checkbox"/> | Each Accident | STATUTORY LIMITS | |
| <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY | | | Each Accident | \$500,000 | |
| <input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) | N/A | | Each Claim: *Maximum Deductible: | \$100,000 | |
| <input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i> | | | *Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE | \$10,000 | Completed Value |
| Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. | | | | | |

CERTIFICATE HOLDER:

 Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301

 Digitally signed by
 COLLEEN POUNALL
 Date: 2025.04.03
 15:54:44 -04'00'

 Risk Management Division