



TO: Honorable Mayor & Members
Fort Lauderdale City Commission

FROM: Lee R. Feldman, City Manager

DATE: December 17, 2013

TITLE: Motion to approve sponsored entity contract and rider with SunTrust Banks, Inc. for Sunday Jazz Brunch 2014.

Recommendation

It is recommended that the City Commission approve a motion authorizing the proper City Officials to execute a sponsorship agreement and rider with SunTrust Banks, Inc. in substantially the form attached for SunTrust Sunday Jazz Brunch 2014.

Background

SunTrust Banks, Inc. has been the title sponsor of the Jazz Brunch since its inception 23 years ago.

Terms of the proposed rider are as follows:

Trademark and Internet

- City grants to SunTrust a non-exclusive, non-transferable, revocable, royalty-free license to use City logo in any and all advertisements, promotions in connection with the publicity for the event
- City shall provide and maintain a hotlink from the City's website to the official website of SunTrust until written request is received from SunTrust to disable or until the expiration of the agreement

Indemnification

- SunTrust will indemnify, defend and hold the City (and applicable Indemnified Parties) harmless from and against any and all damages, judgments, liabilities, fines, penalties, losses and claims
- Except as prohibited by the Florida Constitution or by the laws of the State of Florida, and subject to the limitations contained in Section 768.28, Florida Statutes (2013), City will indemnify, defend and hold SunTrust (and applicable Indemnified Parties) harmless from and against any and all damages, judgments, liabilities, fines, penalties, losses and claims.

Limitation of Liability

- Neither party will be liable to the other party for any damages with the exceptions of violations based on gross negligence, willful misconduct or fraud

Insurance

- City is self-insured for all workers' compensation, commercial general and automotive liability exposures
- All insurance policies or bonds required by subcontractors will be issued by insurance companies with an A.M. Best Rating of not less than A-, a Standard & Poor's rating of not less than AA- or a Moody's rating of not less than Aa3

Termination

- Either Party may terminate if the other Party breaches any material obligation under the Agreement, other than non-payment of any fees due that SunTrust disputes in good faith, and the breach remains uncured for thirty calendar days after written notice of the breach is delivered to the breaching party

Resource Impact

There is a no fiscal impact to the city associated with this item.

Strategic Connection:

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the **Public Places Cylinder of Excellence**, specifically advancing:

- **Goal 4:** Be a healthy community with fun stimulating recreational activities for our neighbors.
- **Objective 2:** Celebrate our community through special events and sports.

This item advances the *Fast Forward Fort Lauderdale Vision Plan: We are United*

Attachment

Exhibit 1 – Rider

Exhibit 2 – 2014 Sponsorship Agreement

Prepared By: Carolyn Bean, Administrative Assistant, x5348

Department Director: Phil Thornburg