

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 6, 2025 ☐ Consent ☒ Regular
 ☐ Ordinance ☐ Public Hearing
Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: TOURIST DEVELOPMENT COUNCIL

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with Webber Marketing and Consulting, LLC, (Webber) in the amount not to exceed \$6,370,963 for the term of May 6, 2025 through June 30, 2030.

Summary: Approval of the Agreement establishes the not to exceed expenditure amount of \$6,370,963 in Tourist Development Tax Revenues for presenting sponsor rights to a battle of collegiate bands from Historically Black Colleges and Universities (HBCUs), to be held at Florida Atlantic University (FAU), each year for five (5) years. The Agreement requires “In The Palm Beaches” to be included in the official event name (i.e., “Battle of the Bands In The Palm Beaches”). Webber is the producer of the National Battle of the Bands held each year in Houston, Texas at the beginning of college football season. The Battle of the Bands In The Palm Beaches will take place at the end of each football season for Martin Luther King Jr. weekend each January, at FAU stadium. The Agreement provides for an initial first year payment of \$600,000 to be paid on or before July 31, 2025, and the remainder being paid within 20 days of receipt of detailed FAU settlement report by the County from Webber. Webber will be responsible for all activities and services regarding the planning, organization, production, and operation of the event and shall be responsible for the full cost of such activities and services. The Agreement also requires Webber to secure at least six (6) HBCU bands to participate in the event each year and to provide the County with certain deliverables such as: branding placement, media presence, and activations hosted by the Tourist Development Council (TDC) and Palm Beach County Sports Commission, Inc. (SPORTS). On February 13, 2025, the TDC recommended to the Board of County Commissioners (BCC) approval of this Agreement subject to a non-compete clause prohibiting Webber from organizing, producing, sponsoring, or participating in any similar event within 90 days prior and 90 days after the Battle of the Bands In The Palm Beaches without written prior approval. This Agreement is funded through Tourist Development Tax Revenues allocated in the TDC, and SPORTS budgets. Countywide (YBH)

Background and Policy Issues: The National Battle of the Bands brings an annual attendance of over 22,000 room nights to the Houston area each year and a media value of over 19 million dollars. HBCUs are renowned for their marching bands and this Agreement will allow Palm Beach County to host one (1) of only two (2) national competitions, offering this unique entertainment event.

Attachment:

- 1. Agreement with Webber Marketing and Consulting, LLC for “Battle of The Bands In The Palm Beaches” with Exhibits A, B and C, and COI.
- 2. National Battle of the Bands presentation

Recommended by: ☐ ybh DocuSigned by: Emanuel Perry Date: 3/20/2025
 187E96C7C13E47E
Department Director

Approved By: [Signature] Date: 4/17/25
Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	\$1,200,000	\$1,236,000	\$1,273,080	\$1,311,272.40	\$1,350,610.57
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,200,000	\$1,236,000	\$1,273,080	\$1,311,272.40	\$1,350,610.57
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes ☒ No ☐

Does this item include the use of federal funds? Yes No **X**

Is this Item using State Funds?	Yes	No	X
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Budget Account No.: Fund:1454 Dept:710 Unit:7310 Object:3401

Fund:1457 Dept:710 Unit:7426 Object:3401

Reporting Category_____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Tourist Development Council \$700,000

Sports Commission	\$500,000
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-DocuSigned by:

C. Department Fiscal Review: Vannette Youyoute
15A452315E2D498

-1504F421FF2D499


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 3/25/2025 *[Signature]* 3/25/25
 OS 3/24/25 OFMB B 3/24 Contract Dev. and Control 3/26/25

B. Approved, as to form and Legal Sufficiency:

 4/1/25
Assistant County Attorney

C. Approved as to Terms and Conditions:

Department Director

This summary is not to be used as a basis for payment

**AGREEMENT BETWEEN PALM BEACH COUNTY AND WEBBER MARKETING AND
CONSULTING, LLC. FOR A BATTLE OF THE BANDS EVENT
AT FLORIDA ATLANTIC UNIVERSITY STADIUM**

THIS AGREEMENT (AGREEMENT) is made this 6th day of May 2025, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (**COUNTY**), and **WEBBER MARKETING AND CONSULTING, LLC.**, (**WEBBER**) (singularly, **PARTY** and collectively, **PARTIES**), a North Carolina corporation authorized to do business in the State of Florida.

WHEREAS, **WEBBER** desires to produce an annual Battle of the Bands, featuring bands from Historical Black Colleges and Universities (**HBCU**), to be held annually on Martin Luther King Jr. Holiday weekend at Florida Atlantic University (**FAU**) in the City of Boca Raton, Palm Beach County, Florida (**EVENT**).

WHEREAS, the **COUNTY** and **WEBBER** have determined that the **EVENT** will provide benefits to tourists, residents, and businesses in the City and the **COUNTY**; and

WHEREAS, the **COUNTY**, through its Tourist Development Council (**TDC**), as well as the Palm Beach County Sports Commission (**SPORTS**) desire to cooperate in the implementation of the **EVENT**; and

WHEREAS, the **COUNTY** and **WEBBER** desire to establish the terms and conditions for the **COUNTY**'s participation as a presenting sponsor of the **EVENT**, as set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the **PARTIES** hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Purpose. The purpose of this **AGREEMENT** is to establish the terms and conditions for the **PARTIES** to mutually participate in the **EVENT**, which shall take place every Martin Luther King Jr. Holiday weekend each year the **AGREEMENT** is in effect, commencing in January 2026 and to agree on contributions for funding for the **EVENT**.
3. Effective Date. This **AGREEMENT** shall become effective on the date executed by the **COUNTY**.
4. Term. The Term of this **AGREEMENT** will commence on the Effective Date and terminate on June 30, 2030.
5. Funding. The total funding to be provided by the **COUNTY** under this **AGREEMENT** shall not exceed \$6,370,963, as outlined in **EXHIBIT A**.

6. COUNTY Obligations. The COUNTY agrees to:

- a. Provide payments to **WEBBER**, as outlined in **EXHIBIT A**.
- b. Provide **WEBBER** with logos for the **COUNTY** and **SPORTS** for sponsorship recognition and use, as provided in **EXHIBIT B**.

7. WEBBER Responsibilities and Deliverables.

- a. **WEBBER** shall host one **EVENT** annually from 2026 through 2030, inclusive, in accordance with the responsibilities and deliverables set forth herein. Each **EVENT** shall occur during the Martin Luther King Jr. holiday weekend, and last at least one full day in duration.
- b. **WEBBER** shall provide all activities and services regarding the planning, organization, production, and operation of the **EVENT** and shall be responsible for the full cost of such activities and services.
- c. **WEBBER** shall be responsible for securing the use of the **FAU Stadium** for the **EVENT**.
- d. **WEBBER** shall be responsible for streaming the **EVENT**. The **EVENT** shall be streamed within a year of the **EVENT** taking place, as set forth in **Exhibit B**.
- e. The ownership of the **EVENT** shall remain with **WEBBER**.
- f. **WEBBER** shall only allow bands from **HBCUs** to participate in the **EVENT**.
- g. The **COUNTY** shall be entitled to receive thirty-five percent (35%) of all revenues derived from food and beverage sales, ticket sales, and parking revenues (collectively, **DESIGNATED REVENUES**) associated with the **EVENT**. The **DESIGNATED REVENUES** may be used by the **COUNTY**, at its sole discretion, to offset future financial obligations in **EXHIBIT A**. **WEBBER** shall collect the **DESIGNATED REVENUES** and shall provide detailed accounting settlement documentation from **FAU** to the **COUNTY** that includes gross revenue amounts, deductions (if any), and the **DESIGNATED REVENUES** (collectively, **FAU Settlement**).
- h. **WEBBER** shall provide the **COUNTY** with an event economic impact report ninety (90) days following the **EVENT** and shall include, but is not limited to, the following key metrics:
 - a. Visitor Demographics – A detailed analysis of visitors’ demographics, including residency.
 - b. Visitor spending – An independent third-party economist shall conduct an

assessment of total visitor expenditures related to the **EVENT**, including lodging, dining, transportation, retail and entertainment.

- c. **EVENT** attendance – A comprehensive count of **EVENT** attendees, including ticketed and non-ticketed participation, as well as attendance by geographic region.
 - d. **EVENT** related hotel room night generation – A verified estimate of hotel room nights directly attributed to the **EVENT**, including data from participating hotels and lodging partners.
 - e. Total Economic Impact – A complete assessment of the economic impact generated by the **EVENT**, including direct, indirect, and induced economic contributions to the **COUNTY**.
- i. **WEBBER** shall be responsible for planning, organizing, and executing the following ancillary/community activities within Palm Beach County which shall be considered integral parts of the **EVENT**.
- a. **HBCU STEM College and Career Fair** - A career fair designed to connect students with **HBCUs** and potential employers in STEM fields.
 - b. **Emerging Entrepreneur Experience** – A program to support and mentor emerging entrepreneurs by providing networking opportunities, resources, and expert guidance.
 - c. **VIP Welcome Reception** – A high-profile networking event to welcome key stakeholders, sponsors, and dignitaries associated with the **EVENT**.
 - d. **Homeless Outreach Program** – A community driven initiative aimed at providing resources, support, and services to the homeless population.
 - e. **Back-To-The-Yard Step & Stroll** – A cultural event celebrating the traditions of step and stroll performances, fostering community engagement and entertainment.
- j. **WEBBER** shall provide the deliverables, as set forth in **Exhibit B**.
- k. Within 20 days of Webber receiving the FAU Settlement, **WEBBER** shall provide the **COUNTY** with the FAU Settlement, and with supporting documentation with sufficiently reasonable detail showing the provision of each of the deliverables in **Exhibit B**. The documentation shall be itemized with sufficient detail for a pre-payment audit, and shall be supported by copies of corresponding paid vendor invoices, substantiated proofs of payment and performance of the goods and services invoiced, proof of confirmed room nights, and any further documentation deemed necessary by the **COUNTY**.
- l. **WEBBER** shall promote the **COUNTY** and encourage bands, staff, artist, and performers (collectively, **PARTICIPANTS**) to schedule and set **EVENT** rehearsals and **EVENT** related activities at locations within Palm Beach County.

8. Non-Compete Clause. **WEBBER** agrees that it shall not organize, produce, sponsor, or participate in the organization or production of any event within the United States for a period of ninety (90) days prior and ninety (90) days after the **EVENT**, without the prior written consent of the **COUNTY**, which event is substantially similar to or competes with the **EVENT**.

For the purposes of this clause, a substantially similar or competitive event is defined as an event that:

1. Targets the same audience or demographics;
2. Offers similar services, activities, or programming; and
3. Takes place in a comparable format or theme to the **EVENT**.

A violation of this clause may result in the immediate termination of this **AGREEMENT** and subject **WEBBER** to liability for any losses, damages, or diminished revenue suffered by the **COUNTY** due to such violation.

9. Event Monitoring and Evaluation. The **COUNTY** shall monitor and conduct an evaluation of compliance with this **AGREEMENT**. **WEBBER** shall provide the **COUNTY** representatives which may include, but is not limited to, the County Mayor, County Commissioners, County Administration, Department Staff, other County staff, TDC staff and board members, **SPORTS** staff, and board members, and guests (collectively, "**COUNTY REPRESENTATIVES**") full access including but not limited to parking, meals and entertainment, without cost to the **COUNTY** and to any other key stakeholder events to observe, encourage, and/or monitor the **EVENT** program, procedures, and operations under this **AGREEMENT** or to discuss the **EVENT** with **WEBBER**'s personnel. Such participation shall be reasonable relative to any such event's capacity restrictions, and overall purpose and shall be determined by **COUNTY**, in consultation with **WEBBER**. To encourage and facilitate **COUNTY**'s participation, as part of the consideration for this **AGREEMENT**, **WEBBER** shall provide a reasonable number of complimentary tickets to the **COUNTY** and to key stakeholder events as set forth in **EXHIBIT B**, during the term of this **AGREEMENT** to the **COUNTY** for further distribution to **COUNTY REPRESENTATIVES**. The **COUNTY** hereby authorizes **WEBBER** to provide such access directly to the **COUNTY REPRESENTATIVES** on the **COUNTY**'s behalf. In so doing, **WEBBER** shall take all reasonable efforts to communicate to the **COUNTY REPRESENTATIVES** that the access to the event and to any key stakeholder events is being provided pursuant to this **AGREEMENT**, and that the **COUNTY** is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by **COUNTY** at any time for any reason upon notice to **WEBBER**.
12. Force Majeure. In the event of a force majeure event that results in the cancellation of the **EVENT**, then no **PARTY** shall be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of any **PARTY** and without the **PARTY**'S fault or negligence. Such causes include, but are not limited to:

- a. Natural or public health emergencies or pandemics and epidemics, including but not limited to, those caused by bacteria or virus and related actions, regulations, or

decrees by federal, state, or local government or by a sport governing body or authority;

- b. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or natural explosions.
- c. War, acts of terrorism, explosions, or manmade biological attack;
- d. Acts of government authorities such as exportation, condemnation, and changes in laws and regulations (such acts are not compensable under this **AGREEMENT**); and strikes and labor disputes;
- e. **COUNTY'S** declaration of a state of emergency (healthcare or other).

If the **EVENT** for which a pre-payment was made is cancelled and does not occur due to a force majeure event, **COUNTY** will be reimbursed for those payments, minus verifiable documented direct expenditures **WEBBER** has made towards the **EVENT** and any non-cancellable obligations incurred by **WEBBER** under this **AGREEMENT** (after all mitigation efforts) which expenditures must be dated and occurring prior to the notification of the Force Majeure cancellation. No overhead, profit, or internal expenditures shall be included as verifiable documented expenditures. **WEBBER** shall provide invoices and paid receipts in order to document expenditures made to date of cancellation. Thereafter, **COUNTY** and **WEBBER** shall be relieved of all obligations under this **AGREEMENT** relating to such cancelled **EVENT**. Notwithstanding the forgoing, in the event that **WEBBER** postpones or delays the **EVENT** due to a force majeure event, then **WEBBER** shall have the right to elect to stage, produce and distribute the **EVENT** on its rescheduled date and/or time and to provide **COUNTY** with the applicable sponsorship and advertising benefits hereunder in accordance with all the terms hereof in connection with the rescheduled **EVENT** (including, without limitation, any payments described on **EXHIBIT A** and all benefits under **EXHIBIT(s) B** in which case all of the **COUNTY** and **WEBBER's** rights herein shall survive. For clarity, the foreseeability of an event shall not be a disqualifying factor in a determination of whether such event is considered a force majeure event hereunder.

13. Authority to Execute this Agreement. Any person executing this **AGREEMENT** hereby warrants and represents that he or she has received all corporate, government, association, or entity authorization necessary to enter this **AGREEMENT**.

14. Notices. All notices required under this **AGREEMENT** shall be in writing and shall be personally delivered; sent certified mail, return receipt requested; or e-mail with verbal confirmation to:

As to the County:

Emanuel Perry, Executive Director
Palm Beach County Tourist Development Council
2195 Southern Boulevard, Suite 500
West Palm Beach, Florida 33406
561-233-3066
with a copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
561-355-2225

Verdenia C. Baker, County Administrator
Palm Beach County
301 North Olive Avenue
West Palm Beach, Florida 33401
561-355-6726

George Linley, Executive Director
Palm Beach County Sports Commission
2195 Southern Blvd., Suite 550
West Palm Beach, FL 33406

As to Webber Marketing and Consulting, LLC.:

Derek Webber, President & CEO
2030 Atherton Heights Ln,
Charlotte, NC 28203

These names and addresses can be modified at any time by written notice to the remaining signatories to this Agreement.

15. Delegation of Duty. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.
16. Filing. A copy of this **AGREEMENT** shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
17. Indemnification. **WEBBER** shall protect, defend, reimburse, indemnify and hold **COUNTY**, its agents, employees and elected officers harmless from and against all third-party claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including reasonable attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this **AGREEMENT** or due to the acts or omissions of **WEBBER**.

18. Public Records. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if **WEBBER**: (i) provides a service; and (ii) acts on behalf of the **COUNTY** as provided under Section 119.011(2) F.S., **WEBBER** shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time-to-time **WEBBER** is specifically required to:

- a. Keep and maintain public records required by the **COUNTY** to perform services as provided under this **AGREEMENT**.
- b. Upon request from the **COUNTY'S** Custodian of Public Records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. **WEBBER** further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- c. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the **AGREEMENT** term and following completion of the **AGREEMENT**, if **WEBBER** does not transfer the records to the public agency.
- d. Upon completion of the **AGREEMENT**, **WEBBER** shall transfer, at no cost to the **COUNTY**, all public records in possession of the **WEBBER** unless notified by **COUNTY's** representative/liaison, on behalf of the **COUNTY's** Custodian of Public Records, to keep and maintain public records required by the **COUNTY** to perform the service. If **WEBBER** transfers all public records to the **COUNTY** upon completion of the **AGREEMENT**, **WEBBER** shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. **WEBBER** keeps and maintains public records upon completion of the **AGREEMENT**, **WEBBER** shall meet all applicable requirements for retaining public records. All records stored electronically by **WEBBER** must be provided to **COUNTY**, upon request of the **COUNTY's** Custodian of Public Records, in a format that is compatible with the information technology systems of **COUNTY**, at no cost to **COUNTY**.

Failure of **WEBBER** to comply with the requirements of this article shall be a material breach of this **AGREEMENT**. **COUNTY** shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. **WEBBER** acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF WEBBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE WEBBER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

19. Inspector General. Palm Beach County has established the office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed **COUNTY** contracts, transactions, accounts, and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of **WEBBER**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. **WEBBER's** failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

20. Non-Discrimination. The **COUNTY** is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Parties warrant and represent that throughout the term of the **AGREEMENT**, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the **AGREEMENT**.

21. Remedies. This **AGREEMENT** shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the **AGREEMENT** will be held in Palm Beach County, Florida. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this **AGREEMENT** is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a Party to this **AGREEMENT**, including but not limited to, any citizen or employees of the **COUNTY**.

22. Governing Law/Venue/Waiver. This **AGREEMENT** shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the **AGREEMENT** will

be held in Palm Beach County and the **AGREEMENT** will be interpreted according to the laws of Florida. **BY ENTERING INTO THIS AGREEMENT, ALL PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

23. Insurance. **WEBBER** shall maintain at its sole expense, in force and effect at all times during the **EVENT** weekend of this **AGREEMENT**, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the **AGREEMENT**. The requirements contained herein, as well as **COUNTY**'s review or acceptance of insurance maintained by **WEBBER**, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **WEBBER** under the **AGREEMENT**. **WEBBER** agrees to notify the **COUNTY** at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- a. Commercial General Liability: **WEBBER** shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents", "Palm Beach County Sports Commission, Inc.", as an Additional Insured. A copy of the endorsement shall be provided to **COUNTY** and **SPORTS** upon request.

- b. Workers' Compensation Insurance & Employer's Liability: **WEBBER** shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- c. Professional Liability: **WEBBER** shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. For policies written on a "claims-made" basis, **WEBBER** warrants the Retroactive Date equals or precedes the effective date of this **AGREEMENT**. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this **AGREEMENT**, **WEBBER** shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the **AGREEMENT** term. The requirement to purchase a SERP shall not relieve the **WEBBER** of the obligation to provide replacement coverage. The Certificate of Insurance

providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- d. Waiver of Subrogation: Except where prohibited by law, **WEBBER** hereby waives any and all rights of Subrogation against the **COUNTY**, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss **AGREEMENT** to waive subrogation without an endorsement, then **WEBBER** shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should **WEBBER** enter into such an **AGREEMENT** on a pre-loss basis.
- e. Certificates of Insurance: On execution of this **AGREEMENT**, renewal, within forty-eight (48) hours of a request by **COUNTY**, and upon expiration of any of the required coverage throughout the Term of this **AGREEMENT**, **WEBBER** shall deliver to the **COUNTY** or **COUNTY's** designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this **AGREEMENT** have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County
Commissioners and may be addressed:
c/o Department

Using the address as indicated in the "Notices" article or another address on **AGREEMENT** of the parties.

- f. Right to Revise or Reject: **COUNTY**, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

24. Severability. In the event that any provision of this **AGREEMENT** is held by a court of competent jurisdiction to be invalid or is otherwise unenforceable, then such provision shall be deemed null and void and shall be severable but shall not invalidate any other provision of this **AGREEMENT**.

25. Public Entity Crimes. As provided in F.S. 287.132-133, by entering into this **AGREEMENT** or performing any work in furtherance hereof, **WEBBER** certifies that it, its affiliates, subcontractors, consultants, and to its knowledge the **WEBBER's** suppliers, who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

26. Scrutinized Companies. As provided in F.S. 287.135, by entering into this **AGREEMENT** or performing any work in furtherance hereof, the **WEBBER** certifies that it, its affiliates, subcontractors, consultants, and to its knowledge the **WEBBER**'s suppliers who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if **WEBBER** is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this **AGREEMENT** may be terminated at the option of the **COUNTY**.

When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this **AGREEMENT** or performing any work in furtherance hereof, the **WEBBER** certifies that it, its affiliates, subcontractors, consultants, and to its knowledge the **WEBBER**'s suppliers who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the **COUNTY** determines, using credible information available to the public, that a false certification has been submitted by **WEBBER**, this **AGREEMENT** may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this **AGREEMENT** shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of **AGREEMENT** renewal, if applicable.

27. Counterparts. This **AGREEMENT**, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same **AGREEMENT**. The **COUNTY** may execute the **AGREEMENT** through electronic or manual means. **WEBBER** shall execute by manual means only, unless the **COUNTY** provides otherwise.

28. E-Verify-Employment Eligibility. **WEBBER** warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the work authorization status of all new employees; and (2) has verified that all of **WEBBER**'s subcontractors performing the duties and obligations of this **AGREEMENT** are registered with the E-Verify System, and use the E-Verify System to electronically verify the work authorization status of all new employees.

WEBBER shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. **WEBBER** shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this **AGREEMENT** which requires a longer retention period.

COUNTY shall terminate this **AGREEMENT** if it has a good faith belief that **WEBBER** has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If **COUNTY** has a good faith belief that **WEBBER**'s subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, **COUNTY** shall notify **WEBBER** to terminate its contract with the subcontractor and **WEBBER** shall immediately terminate its contract with the subcontractor. If **COUNTY** terminates this **AGREEMENT** pursuant to the above, **WEBBER** shall be barred from being awarded a future contract by **COUNTY** for a period of one (1) year from the date on which this **AGREEMENT** was terminated. In the event of such contract termination, **WEBBER** shall also be liable for any additional costs incurred by **COUNTY** as a result of the termination.

29. License to Use Marks. A copy of the official **EVENT** logo (**EVENT MARK**) will be provided by **WEBBER** to the **COUNTY** for mutually agreed upon uses, as provided herein. **COUNTY** agrees that all rights, title, and interest to the **EVENT MARK** are vested in **WEBBER**. During the Term, **WEBBER** grants to **COUNTY**, **TDC**, and **SPORTS**, the non-exclusive, non-transferable, non-assignable and indivisible right and license to use the **EVENT MARK** in accordance with the **AGREEMENT**. Nothing herein shall grant **COUNTY** any right or license to use other names, trademarks, trade names and/or service names of **WEBBER**. **COUNTY** agrees that all uses of the **EVENT MARK** shall be subject to **WEBBER**'s prior approval in each instance, which approval shall not be unreasonably withheld, conditioned, or delayed. **COUNTY** grant **WEBBER** a non-exclusive, non-transferable, non-assignable, and indivisible and royalty-free right and license to use the **COUNTY** name and/or logo, as provided by **COUNTY**, which may be incorporated into the **EVENT MARK** hereunder, solely in connection with identification and promotion of **COUNTY**'s participation and association with the **EVENT**.

30. Termination. This **AGREEMENT** may be terminated by **WEBBER** upon forty-five (45) days prior written notice to the **COUNTY** in the event of substantial failure by the **COUNTY** to perform in accordance with terms of this **AGREEMENT** through no fault of **WEBBER**.

- a. This **AGREEMENT** may also be terminated, in whole or in part, by the **COUNTY** with cause upon five (5) business days written notice to **WEBBER** or without cause upon ten (10) business days written notice to **WEBBER**. Unless **WEBBER** is in breach of this **AGREEMENT**, **WEBBER** shall be paid for services rendered to the **COUNTY**'s satisfaction through the date of termination.
- b. After receipt of a Termination Notice, except as otherwise directed by **COUNTY** in writing **WEBBER** shall:
 1. Stop work on the date and to extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other materials related to

the terminated work to the **COUNTY**.

4. Continue and complete all parts of the work that have not been terminated.

31. Human Trafficking Affidavit. **WEBBER** warrants and represents that it does not use coercion for labor or services as defined in sections 787.06, Florida Statutes. **WEBBER** has executed **Exhibit C**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

32. Entirety of Agreement. The **PARTIES** agree that this **AGREEMENT**, together with any attached exhibits, sets forth the entire agreement between the **PARTIES**, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions in this **AGREEMENT** may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the **PARTIES** hereto.

33. Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern. Pursuant to F.S. 286.101, as may be amended, by entering into this **AGREEMENT** or performing any work in furtherance thereof, the **WEBBER** certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

34. Successors and Assigns. The **COUNTY** and **WEBBER** each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this **AGREEMENT**. Except as above, neither the **COUNTY** nor **WEBBER** shall assign, sublet, convey or transfer its interest in this **AGREEMENT** without the prior written consent of the other.

(Remainder of Page left intentionally blank)

WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AGREEMENT on behalf of the COUNTY and WEBBER has hereunto set its hand the day and year above written.

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER
COMMISSIONERS:

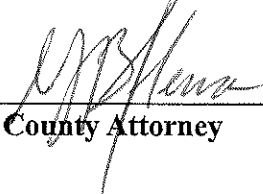
PALM BEACH COUNTY
BOARD OF COUNTY

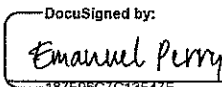
By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
County Attorney

By:  _____
Emanuel Perry, Executive Director
Tourist Development Council

ATTEST:

Webber Marketing and Consulting, LLC.

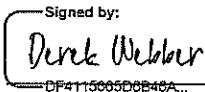
By:  _____
Derek Webber, President & CEO

EXHIBIT A

PAYMENT SCHEDULE


The **COUNTY** agrees to pay **WEBBER** according to the following payment schedule:

Year	On or before July 31 st prior to the EVENT	Within twenty (20) days of receipt of the FAU Settlement COUNTY from WEBBER	Total Amount
2026	\$600,000	\$600,000	\$1,200,000
2027	\$618,000	\$618,000	\$1,236,000
2028	\$636,540	\$636,540	\$1,273,080
2029	\$655,636.20	\$655,636.20	\$1,311,272.40
2030	\$675,305.30	\$675,305.27	\$1,350,610.57

EXHIBIT B

DELIVERABLES

For each year of the **EVENT**, **WEBBER** shall provide the following:

- 1. a minimum of six (6) **HBCU** bands to participate in the **EVENT**.
- 2. Branding of the **EVENT** as “[title sponsor name] BATTLE OF THE BANDS IN THE PALM BEACHES ” including the approved The Palm Beaches logo (Branding).
- 3. Branding at all **EVENT** entrances, directional signage, banners.
- 4. 3D Love The Palm Beaches Letters dimensions wide: 372” high: 80” depth: 12” activation area in Fan Fest area.
- 5. **COUNTY, SPORTS** and The Palm Beaches links on **EVENT** website.
- 6. Display the **COUNTY, SPORTS**, and The Palm Beaches logos during the **EVENT**.
- 7. Four (4) video board **SPORTS** and The Palm Beaches logos during **EVENT**.
- 8. 100 high resolution photos of the **EVENT**.
- 9. One (1) **SPORTS** and The Palm Beaches ad spot(s) in printed **EVENT** program.
- 10. Two (2) catercorner on field **SPORTS** logos

Ticket Access

- 1. Three (3) complimentary suites, inclusive of food and beverage, with ticket access to each suite
- 2. One (1) on-field cabana
- 3. Eighty (80) acura club wristbands
- 4. Eighty (80) **EVENT** VIP party passes
- 5. Eighty (80) club seats
- 6. Four (4) dedicated loge club seats with four (4) Acura Club Wristbands
- 7. Twenty (20) Valet parking passes
- 8. Thirty (30) VIP garage parking passes
- 9. Fifty (50) general parking passes
- 10. Four (4) all access passes
- 11. One hundred (100) general admission tickets (seating will be identified by **WEBBER**)

EXHIBIT B CONTINUED

Media

1. **WEBBER** shall record the **EVENT** and within forty-five (45) business days following **EVENT**, shall present the recording on The Palm Beaches YouTube channel and on demand for ThePalmBeaches.TV.
2. Following the **EVENT**, **WEBBER** shall ensure that the **EVENT** is streamed.

Digital and Social Media

1. **WEBBER** shall post on each of the **EVENT**'s Facebook, Instagram, and X pages, three (3) **SPORTS** and three (3) The Palm Beaches posts.
2. **WEBBER** shall email two (2) **SPORTS** and two (2) The Palm Beaches e-blasts to **EVENT** patron database.

EXHIBIT C

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Webber Marketing and Consulting, LLC
(Consultant) and attest that Consultant does not use coercion for labor or
services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.

Derek L. Webber
(signature of officer or representative)

Derek L. Webber - CEO
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

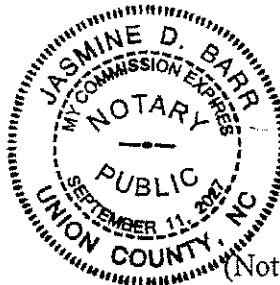
X State of North Carolina, County of Mecklenburg

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 19th day of March, 2025, by Derek L. Webber.

Personally known ☐ OR produced identification ☒

Type of identification produced NC Driver's License.

Jasmine D. Barr
NOTARY PUBLIC
My Commission Expires: 09/11/2027
State of NC at large



(Notary Seal)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Rankin Insurance Group
15716 Old Statesville Road

Huntersville NC 28078

CONTACT NAME: Darrin Rankin
PHONE (A/C, No, Ext): (704) 896-9393
FAX (A/C, No):
EMAIL: drankin@rankininsurancegroup.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER A : TRUMBULL INS CO
INSURER B : Sentinel Insurance Company Ltd
INSURER C :
INSURER D :
INSURER E :
INSURER F :

NAIC #
27120
27120

INSURED

Webber Marketing & Consulting LLC
Po Box 35181

Charlotte NC 28235

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><div>CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div></div>		22SBAUN2199	07/31/2024	07/31/2025	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <div><div><input checked="" type="checkbox"/> POLICY</div><div>PRO-JECT</div><div>LOC</div></div> <div>OTHER:</div>				PRODUCTS - COMP/OP AGG \$ 2,000,000	
						\$
	<div><div>AUTOMOBILE LIABILITY</div><div><div><div>ANY AUTO</div><div><div>OWNED AUTOS ONLY</div><div>HIRED AUTOS ONLY</div></div><div><div>SCHEDULED AUTOS</div><div>NON-OWNED AUTOS ONLY</div></div></div></div></div>					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	<div><div><input checked="" type="checkbox"/> UMBRELLA LIAB</div><div><input checked="" type="checkbox"/> OCCUR</div></div>		22SBAUN2199	07/31/2024	07/31/2025	EACH OCCURRENCE \$ 4,000,000
	<div><div>EXCESS LIAB</div><div>CLAIMS-MADE</div></div>					AGGREGATE \$ 4,000,000
	<div><div>DED</div><div>RETENTION \$</div></div>					\$
A	<div><div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div><div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below</div></div>	N/A	22WBCCT8463	07/31/2024	07/31/2025	<div><div>PER STATUTE</div><div>OTH-ER</div></div>
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Tourist Development Council

2195 Southern Blvd
Suite 500
West Palm Beach FL 33046

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


BOARD OF COUNTY
COMMISSIONERS

May 6, 2025

NATIONAL BATTLE OF THE BANDS



TO ENHANCE THE EXPOSURE OF HISTORICALLY BLACK COLLEGES AND
UNIVERSITIES (HBCUS) AND THE ROLES THEY PLAY IN EDUCATING ASPIRING
MUSICIANS AND DEVELOPING OUR FUTURE LEADERS.

The Mission



LEGACY OF THE BANDS

LEGACY
MEMBERS
5+



ELITE
MEMBERS
2-4



EMERGING
MEMBERS
1



Number indicates number of years participating in National Battle of the Bands

10th Annual Pepsi National Battle of the Bands

HBCUS GATHERED FOR 10TH BATTLE OF THE BANDS IN HOUSTON

The annual event took place at NRG Stadium.



This past weekend, several HBCUs (historically Black colleges & universities) participated in the 2024 Pepsi National Battle of the Bands (NBOTB) at NRG Stadium. This was the 10th anniversary of the marching bands showing off the talent, music, and culture for those in attendance between Aug. 23 and Aug. 25 in Houston.

10th Annual Pepsi National Battle of the Bands draws crowd to NRG

LESLIE DELASBOUR
Fox Local
August 26, 2024 at 7:56 AM



LOCAL NEWS

Updated: August 26, 2024 at 7:56 AM

Published: May 17, 2024 at 1:25 AM

Updated: May 17, 2024 at 1:25 AM

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Published: May 17, 2024 at 1:25 AM

10th Annual National Battle of the Bands heads back to Houston! See which HBCU bands will be performing



2024 MEDIA

\$19.5 MILLION

TOTAL MEDIA VALUE

2.1 BILLION

TOTAL MEDIA IMPRESSIONS

113,800

JOURNALISTS REACHED

Aol.

Search

24

NO WAIT WEATHER

NO WAIT TRAFFIC

NEWS

HOUSTON HAPPENS

WATCH

10th Annual Pepsi National Battle of the Bands draws crowd to NRG

LESLIE DELASBOUR
Fox Local
August 26, 2024 at 7:58 AM



WEEKEND

National Battle of the Bands returns for milestone 10-year event

By FOX Houston
August 26, 2024 at 7:58 AM

Tickets are on sale starting May 22 for \$25 on Ticketmaster

HOUSTON (KRB) -

The annual event, which has been a staple of the city's cultural calendar since its inception in 1994, is celebrating a decade of its milestone 10th anniversary. The event, which is presented by the National Battle of the Bands, is a celebration of the city's rich cultural heritage and the talent of its young musicians. The event is a celebration of the city's rich cultural heritage and the talent of its young musicians. The event is a celebration of the city's rich cultural heritage and the talent of its young musicians.

HBCU Marching Band Directors Get The Spotlight At The 10th National Battle Of The Bands Press Conference

The 10th National Battle of the Bands will feature eight marching bands in this year's competition.

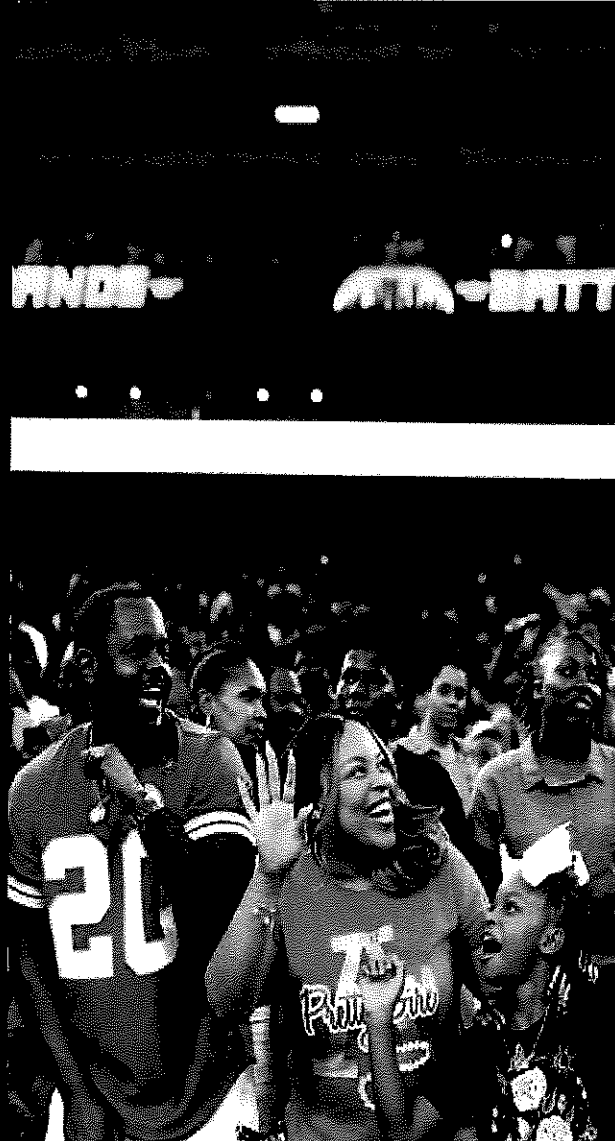
Kim T. Moore | May 17, 2024



Slide 4

TOP MARKETS INCLUDE:

1. HOUSTON, TX
2. DALLAS, TX
3. OKLAHOMA CITY, OK
4. BIRMINGHAM, AL
5. NASHVILLE, TN
6. New Orleans, LA
7. Atlanta, GA
8. Chicago, IL
9. Mobile, AL
10. JACKSON, MS



54,000 FANS

 52% MALE / 48% FEMALE

 67% COLLEGE EDUCATED

 64% HOMEOWNERS

 7,845 FAMILY MEMBERS

BACK-TO-THE-YARD STEP & STROLL

A gathering on 2,300 fans to support Greek organizations & award scholarships.



EMERGING ENTREPRENEUR EXPERIENCE

A one-day workshop to connect and collaborate



VIP WELCOME RECEPTION

An official kickoff to the NBOTB weekend

2024 ANCILLARY EVENTS

HBCU STEM COLLEGE & CAREER FAIR

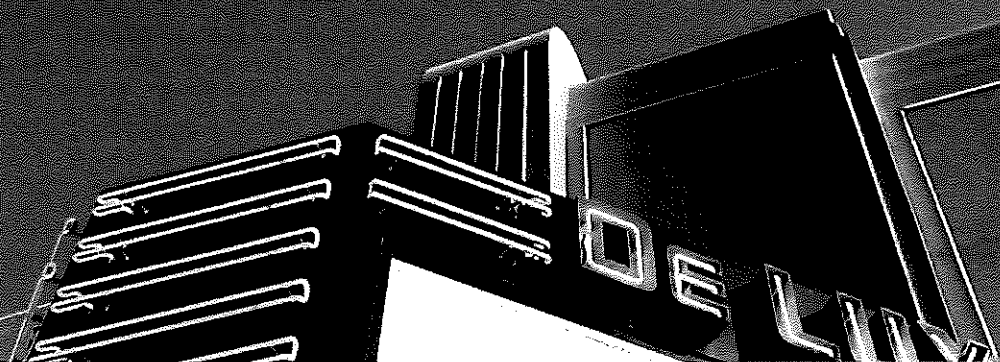
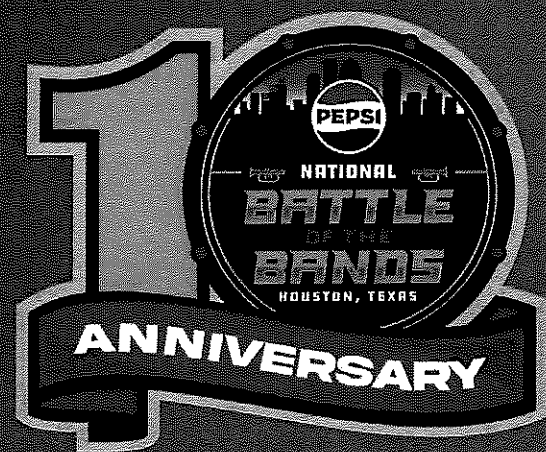
40 HBCUs from around the country and more than 20 companies participated



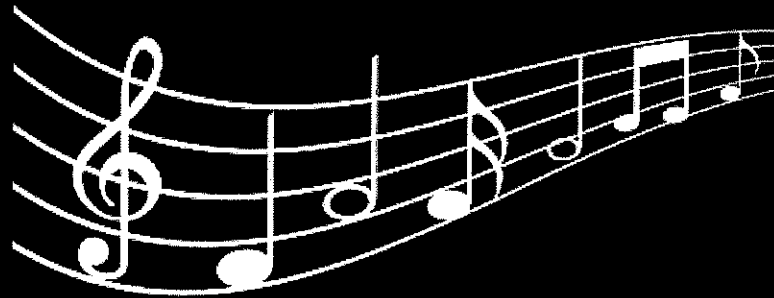
FEEDING THE HOMELESS OUTREACH

community-driven, this program handed out over 800 meals





BUSINESS BY NUMBERS



Slide 8

Resulting
in over
1,100
room
nights

22K

Room nights for
Houston and Harris
County

40

HBCUs that participated
in the NBOTB College
Stem Fair

3,000

Tickets provided to
minority area
Houston High
School students

800

Meals to those in
need in eight
markets

7,845

"Fan Experience"
Attendees

2,200

Band members on
over 95 charter
buses and eight
flights

2.1B

Impressions as the
5th largest HBCU
event in the country

4,256

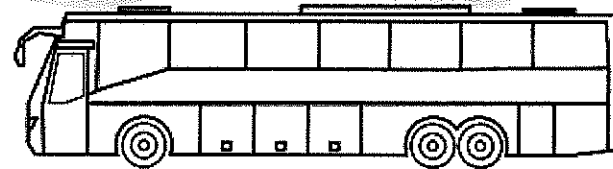
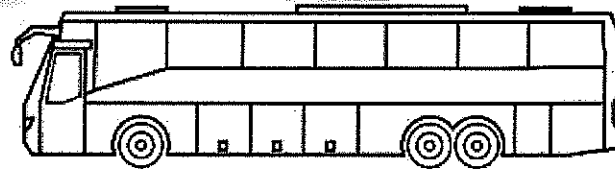
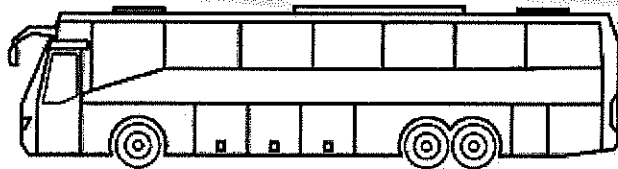
Radio, TV spots, and
live mentions in 52
markets

20M

Viewers for Black
History and Music
months syndicated
TV special

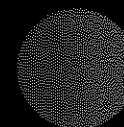
2,300

Attendance at the
"Stop and Stroll"
event at TSU





TOURISM IMPACT



2024 | ECONOMIC IMPACT

\$20,071,914 (\$5.3 MILLION IN LODGING & ACCOMADATIONS)

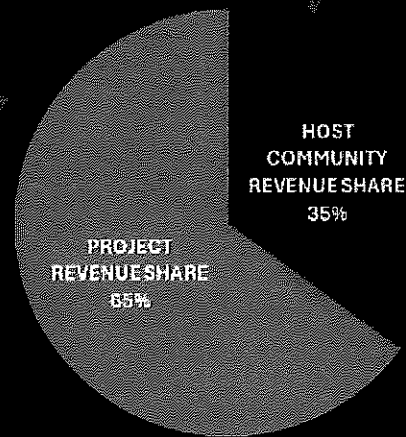
2023 | ECONOMIC IMPACT

\$22,154,246 (\$6.2 MILLION IN LODGING & ACCOMADATIONS)

2022 | ECONOMIC IMPACT

\$20,412,645 (\$5.5 MILLION IN LODGING & ACCOMADATIONS)

FUNDING A RETURN ON INVESTMENT



■ HOST COMMUNITY REVENUE SHARE

■ PROJECT REVENUE SHARE

PALM BEACH COUNTY:

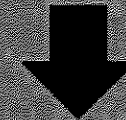
- Ticket Sales
- Food & Beverage
- Parking

POTENTIAL ROI

BASED ON 25,000
ATTENDEES

BREAKDOWN

Total Budget	\$2.3M
County Funding	\$1.2M
Sponsorships	\$1M+
Average F&B Purchase %	47.6%
Average F&B Spend	\$62.00
Parking Cost	N/A



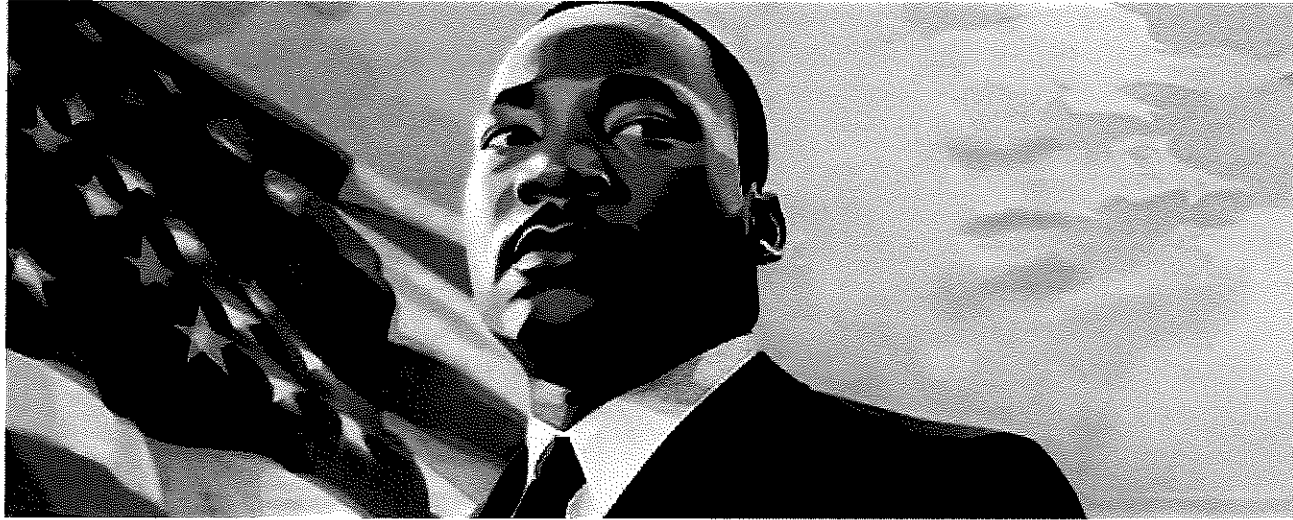
POTENTIAL REVENUE SHARE

\$565K

+ ~\$65.00/PER ADDITIONAL
GUEST



35% OF PARKING FEES



2026

NATIONAL CHAMPIONSHIP

JANUARY 19 | MIAMI

DATE STRATEGY

- Strategically launched on MLK Jr. Weekend as a grand finale to the marching band season.
- Celebrates the history and culture of the area as well as the music, community, and talent that is showcased in HBCU bands.
- Coincides with the College Football Playoff (CFP) National Championship game which will impact South Florida's tri-county area.
- The Opportunity to host both events on the same holiday weekend can provide for a truly unforgettable experience combining competitive collegiate music and athletics programs, with the added potential of achieving high occupancy levels in our local hotels.

S	M	T	W	T	F	S





QUESTIONS OR COMMENTS?