



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request
☐ Yes ☒ No

Time

ITEM No.:

LL-3.

MEETING DATE

Oct 21 2014 10:15AM - Regular School Board Meeting

AGENDA ITEM

OPEN ITEMS

CATEGORY

LL. OFFICE OF PORTFOLIO SERVICES

DEPARTMENT

Athletics

TITLE:

Agreement to Lease Lockhart Stadium

Open Agenda

☒ Yes

☐ No

REQUESTED ACTION:

Approve a lease agreement for Lockhart Stadium to conduct the Dillard vs. Blanche Ely High School football game on November 8, 2014.

SUMMARY EXPLANATION AND BACKGROUND:

The annual Soul Bowl between Dillard and Blanche Ely High is scheduled to be played on November 8, 2014, at 7:00 p.m. Due to the anticipated crowd size, the health, welfare and safety of the players, fans and community are enhanced by moving the football game to Lockhart Stadium. Lockhart Stadium has ample parking and seating to accommodate an expected crowd of 6,000+. The lease agreement is between The School Board of Broward County, Florida, and the current tenant of Lockhart Stadium, Fort Lauderdale Strikers. The agreement has been signed by the Fort Lauderdale Strikers.

This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

☐ Goal 1: High Quality Instruction ☒ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

FINANCIAL IMPACT:

Cost for the stadium, which includes stadium clean-up, is \$3,500 and will be paid by Dillard High through game ticket revenue.

EXHIBITS: (List)

(1) Executive Summary (2) Agreement - Fort Lauderdale Strikers

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Chris Akagbosu

Phone: 754-321-2177

Name: Damian Huttenhoff

Phone: 754-321-2550

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Approved In Open
Board Meeting On:

OCT 21 2014

Signature

Leslie M. Brown

Tuesday, October 07, 2014 11:55:20 AM

By:

School Board Chair

EXECUTIVE SUMMARY

On January 5, 1989, the School Board of Broward County and the City of Fort Lauderdale approved a 20-year lease agreement regarding Lockhart Stadium. Since this period of time to the expiration of the lease and to the present the Soul Bowl featuring Blanche Ely High and Dillard High has been played at Lockhart Stadium. It has been a time-honored tradition for the two schools to play at Lockhart Stadium which is declared a 'neutral site.' Lockhart Stadium is the largest stadium in Broward County with a capacity of 20,000. However, most important the facility provides ample paved parking, absent of street residential parking. The principals and the community request that the 2014 Soul Bowl game be played at Lockhart. Due to the size of Lockhart and ample parking the safety and security of the players and fans are enhanced by playing the game at Lockhart. This year's home team is Dillard High school. Dillard High does not have ample parking to accommodate an expected crowd of 6,000 plus. Further, Broward Sheriffs Office is recommending that the game be moved to Lockhart Stadium for security reasons.

The present tenant of Lockhart Stadium is the Ft. Lauderdale Strikers. Cost for the stadium (which includes stadium clean up by a professional cleaning company) is \$3,500 and will be paid by Dillard High through game ticket revenue. The entire stadium must be cleaned after the game. This is the same clean up fee the school board paid when it operated the stadium. Additional associated costs are the police security for the game, to be paid by Dillard High. It is standard procedure for the designated home team to pay for the game security. Dillard High retains all ticket proceed revenue, and pays the clean up fee and security from ticket proceeds. Dillard High personnel sell all tickets and man all ticket entrances. Concession revenue under the contract is retained by the Ft. Lauderdale Strikers.

**AGREEMENT
LOCKHART STADIUM**

This Agreement is made and entered into as of this 21st day of October, 2014,
by and between

The School Board of Broward County, Florida
(hereinafter referred to as "Licensee")
a body corporate and political subdivision of the State of Florida
whose principal place of business is 600 Southeast Third Avenue,
Fort Lauderdale, Florida 33301

And

Miami FC LLC, DBA Fort Lauderdale Strikers, a Florida Corporation
(hereinafter referred to as "The Strikers")
whose principal address is 1350 Northwest 55 Street,
Fort Lauderdale, Florida 33309

WHEREAS, The School Board of Broward County, Florida is desirous of leasing Lockhart Stadium on November 8, 2014, for the Dillard vs Blanche Ely High football game; and

WHEREAS, Lockhart Stadium's seating capacity and ample parking accommodates an expected large crowd to the game.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the Parties hereby agree as follows:

1. IDENTITY OF PARTIES

- a. Miami FC LLC, DBA Fort Lauderdale Strikers, a Florida Corporation and will be hereinafter referred to in this Agreement as "The Strikers."
- b. The School Board of Broward County, Florida, is the promoter and is herein after referred to as "Licensee."

2. DESCRIPTION OF LICENSED PREMISES. The Strikers, for and in consideration of the fees to be paid and the covenants and agreements to be performed by Licensee as contained in this instrument, does hereby authorize the use by Licensee of the structure known as Lockhart Stadium, situated in 1350 NW 55 Street, Fort Lauderdale, Florida 33309. Including all dressing rooms, public toilets, ticket booth and right of ingress and egress thereto as herein provided for, reserving to The Strikers, its officers, agents, employees, contractors and other authorized

representatives the exclusive access to and use of all offices, equipment rooms, concession stands and areas, storage rooms and the unrestricted right of ingress, egress and access to any of said venue for the purpose of performing their duties and otherwise attending to The Strikers' business or to its interest hereunder, provided. However, The Strikers' authorized representative may consent in writing to the use by Licensee of any space to reserved the likewise permit the use of grounds adjacent to said venue and other external venue facilities if, in The Strikers' sole judgment, such use conforms to all applicable laws and is reasonable and necessary for the purpose of conducting the event hereafter provided for. The venue that this Agreement shall apply to is listed in item 3, the next paragraph.

3. PURPOSE OF AGREEMENT: Lockhart Stadium is to be used hereunder only for the following purpose: High School football game. The purpose is subject to the terms and conditions herein contained and subject to all federal, state and local laws and rules and regulations.

4. TERMS OF AGREEMENT: The term of this Agreement is for the period beginning at 9:00am on Saturday, November 8, 2014 and ending at 11:59pm on Saturday, November 8, 2014, subject to performance by Licensee of each and all of the covenants, conditions and agreements herein contained and subject to The Strikers' right to re-enter, cancel or otherwise terminate this Agreement as provided herein.

5. LICENSEE FEE: Licensee will pay to The Strikers for such use, a sum in United States of America dollars, computed as follows:

- A. Rental Fee and Stadium Expenses: Three Thousand Five Hundred (\$3,500). Rental Fee includes the following Stadium expenses: Event Day Stadium Manager, Porter and maids, change over, cleaning, PA Sound System. The Rental Fee does not include: A certified security company approved by The Strikers, stagehands, Police Officer, EMS Units, Field painting advertising, catering, equipment rental, insurance and other promoter related expenses. Licensee understands that actual expenses may vary significantly due to Licensee requests and other factors (extra expense due to early opening). If said event or any portion thereof is received live on television within a one-hundred-mile radius of said Stadium, the monetary Value of the total consideration received by or on behalf Licensee in connection with such television shall be added to and become a part of said gross receipts.
- B. If Licensee owes The Strikers monies after the event, all such monies shall be paid to The Strikers within ten (10) days after The Strikers present the final event settlement to the Licensee.
- C. Overtime Charges: N/A
- D. Licensee is granted no move-in or move-out days.

6. BOX OFFICE AND TICKET SALES OPERATION: Licensee is responsible for all Box Office staff, including ticket sellers and a box office treasurer.

7. GRANTING OF ADMISSION RIGHTS WITHOUT CHARGE: Licensee and The Strikers may grant admission rights without charge, not to exceed a mutually agreed upon number (other than Licensee's Operating personnel and staff and members of the working news media) Licensee will provide The Strikers without charge 15 admissions to be distributed in conformity with The Strikers policy.

8. OPERATING PERSONNEL AND SERVICES: The Strikers will furnish other reasonable and necessary personnel and service in connection with the Event, including but not limited to, electrician and other personnel deemed necessary by The Strikers in order that said Event may be adequately protected. These costs will be itemized by The Strikers and paid by Licensee. Some of the above items may be included in a "flat expense" agreement in Section 5 of this Agreement.

9. PREPARATORY AND CLEAN-UP OPERATIONS: Licensee, at its own cost and expense, will construct, maintain and remove all structures, exhibit booths, special lighting, and other equipment required by Licensee provided that plans, therefore, shall be approved by the President of The Strikers before Licensee makes installation. No such construction shall be undertaken until Licensee has obtained the approval of The Strikers.

10. PATENT AND COPYRIGHTED MATERIALS: Licensee shall assume all cost arising from the use of patented and/or copyrighted materials, equipment, devices processes, or dramatic rights used on or incorporated in the conduct of said event. Licensee will indemnify and save harmless The Strikers and its duly authorized representatives from all damages, cost and expenses in law or equity, for or on account of the Licensee's use of any patented and/or copyrighted materials, equipment, or devices, processes or dramatic rights furnished for use by Licensee in connection with this agreement. Nothing herein shall be construed as a waiver of sovereign immunity by Licensee or as a waiver of any rights or limits to liability existing under Section 768.28, Florida Statutes.

11. ADVERTISING AND SOLICITATION: Licensee will not permit or conduct advertising or any solicitation of persons attending said event except as authorized by The Strikers in writing or as provided in Section 12.

12. SCOREBOARD ADVERTISING RIGHTS: This agreement does not confer the Licensee any advertising rights upon or in connection with Lockhart Stadium's scoreboard. All such rights are hereby expressly reserved by The Strikers and any other parties contractually entitled thereto.

13. PUBLIC ADDRESS SYSTEM: The Strikers will retain control of the public address system, and of each microphone used in connection therewith; provided, however, that Licensee may use said microphone and loud speaker apparatus to announce the program of events under the control of Licensee during the use of Lockhart Stadium herein provided; and also for the announcement of any future games or events to be staged by Licensee in Lockhart Stadium that have been approved by The Strikers, together with any announcements related to the conduct or handling of Lockhart Stadium and attending spectators, and any social non-commercial events of Licensee relating to such program or event.

14. CONCESSIONS: The Strikers reserve from this agreement all concession privileges for the aforesaid event. For the sole purpose of this event, The Licensee will be allowed to sell Dillard High School and Blanche Ely High School merchandise and profits from such sale shall be included within Licensee's gross receipts.

15. PARKING: Licensee will provide all logistics/operations related to parking, including but not limited to staff and signs.

16. DAMAGE TO PREMISES: Licensee will not commit or permit any waste, nor any injury to any part of the premises or their appurtenances. Licensee will maintain in the same state of repair and condition, excepting wear and tear as reasonably determined in the sole judgment of The Strikers and, at the expiration of this Agreement, return same to The Strikers, the Stadium, seat sections, public toilets, dressing rooms, equipment, apparatus, and all other property herein authorized to be used. In the event Licensee shall breach conditions of this Section 16, The Strikers may restore the premises or other appurtenances to the condition existing when delivered to Licensee, and may make such repairs as may be necessary by any such injury or damage, and Licensee shall pay to The Strikers within ten (10) days after receipt of the statement of the cost of such repairs the amount so required to be expended by The Strikers; provided that the Licensee's covenants contained in this section shall apply only to waste, injury, or damage that occurs while the premises are being used by Licensee.

17. INSURANCE AND OTHER OBLIGATIONS OF LICENSEE:

- A. As a condition precedent to the effectiveness of this Agreement, Licensee shall provide The Strikers a certificate of commercial general liability insurance with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approved by The Strikers' risk manager, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and liability arising out of the indemnification provision. As a condition precedent to the effectiveness of this Agreement, Licensee shall provide to The Strikers a certificate of business auto liability insurance with an AM Best's A- rated or

better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Fort Lauderdale Strikers' risk manager, in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned autos and other vehicles, hired autos and other vehicles, heavy equipment, non-owned autos and other vehicles. The commercial general liability policy shall name The Strikers and the City of Fort Lauderdale, a Florida municipality, as additional insured. In addition, as a condition precedent to the effectiveness of this Agreement, Licensee shall provide to The Strikers a certificate of worker's compensation insurance, including employer's liability, with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Fort Lauderdale Strikers' risk manager, with limits not less than \$100,000 per accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee) in compliance with all state and federal laws. Licensee shall provide to The Strikers at least thirty (30) days' written notice by registered or certified mail, return receipt requested, addressed to The Strikers' risk manager, prior to cancellation or modification of any required insurance.

- B. Licensee shall protect and defend at Licensee's expense, and indemnify and hold harmless The Strikers and The Strikers' officers, employees, and agents from and against any and all losses, penalties, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities of every and any kind, including any award of attorney fees and any award of costs, in connection with or arising directly out of Licensee's use of the Facility. Nothing herein shall be construed as a waiver by Licensee of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.
- C. Licensee will comply with all applicable laws of the United States, and of the State of Florida, all ordinances of the City of Fort Lauderdale, all rules and requirements of the Police Department, Fire Department, and other municipal authorities of the City of Fort Lauderdale, and any other applicable local laws, ordinances and regulations and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything at the Facility during the terms of this Agreement in violation of any such laws, ordinances, rules or requirements.
- D. Licensee shall not admit to the Facility a larger number of persons than the seating capacity thereof will accommodate or in excess of capacities indicated by applicable codes or as approved by the City of Fort Lauderdale Fire Marshal.
- E. Licensee and Strikers shall not discriminate in the use of the Facility against any person because of race, creed, color, religion, age, gender, marital status, disability, sexual preference, or national origin.

18. AIRPORT ENTERPRISE FUND: Pursuant to the express terms of the License Agreement between the City of Fort Lauderdale and the Strikers. The Strikers are required to pay to the City of Fort Lauderdale's Airport Enterprise Fund 11% of all gross receipts received from any activities at the Facility for which a charge is made, including 11% of all gross receipts received from fence advertising, parking facilities and concessions sold, rented or operated, in full compliance with Resolution No. 7016 of the City Commission of the City of Fort Lauderdale and such resolution's supporting documents.

19. AUDIT: The City, the City's designee, and any agency of the federal government shall have the right to audit and inspect any and all books, ledgers, records, reports, documents, and such other supporting evidence of Licensee payments to the Fort Lauderdale Strikers as provided by this Agreement for the use of the Stadium or Event Area in order to verify compliance with the terms and conditions of the foregoing Section 5.C. Licensee shall provide such records in hard copy or machine-readable form, or both, as requested. Licensee shall maintain such books and records and associated documents for a period of five years or for so long thereafter as any dispute remains unresolved or as long as required by the Florida public records law and records retention schedules, whichever is longer. In the event the City, the City's designee, or any agency of the federal government exercises this right to audit, Licensee shall provide adequate and appropriate space as well as access to photocopy machines and the right to interview Licensee current and former employees.

20. AVIATION, EMERGENCY: The facility use granted hereby shall be subject to the superior rights of the United States Government, as set forth in the Quitclaim Deed recorded in Deed Book 579, Page 130, and Official Records of Broward County, Florida. Any use of the Facility by Licensee shall be for general recreation purposes, shall not interfere with the operation and development of the Fort Lauderdale Executive Airport, shall not pose an airport hazard. Either party may terminate this Agreement unilaterally at any time that an agency of the United States Government disapproves of this Agreement or at any time that an agency of the United States Government finds this Agreement to be in violation of any restriction or covenant governing the property subject to this Agreement, except that before such termination, the parties agree to confer in good faith with each other and with the Federal Aviation Administration in an effort to obviate such termination.

This Agreement is subordinate to any emergency use invoked pursuant to Section 252.42, Florida Statutes (2009), as amended or revised, or pursuant to any applicable emergency management program or plan.

21. FACILITY USE: Licensee's use of the Facility as described in this Agreement is not an interest in real property.

22. SEVERABILITY: In the event any paragraph, section, sentence, or clause contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect the remainder of this Agreement, which shall remain in full force and effect.

23. PARAGRAPH HEADINGS: Paragraph headings contained in this Agreement are for convenience only, and such paragraph headings shall not be construed in any substantive manner.

24. CHOICE OF LAW, VENUE: This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceedings, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

25. INDEMNIFICATION: The Strikers shall not be liable for any damage to Licensee or Licensee's property. Licensee shall hold harmless The Strikers from and defend The Strikers against any and all claims or liability from any injury or damage to any person or property when such injury or damage was caused in part or in whole by the act, neglect, fault of or omission of any duty with respect to the same by Licensee or Licensee's agents, employees, invitees or other licensees. Nothing herein shall be construed as a waiver by Licensee of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

26. TERMINATION OR CANCELLATION: Either party shall have the right to terminate and rescind this Agreement in its entirety or in part immediately upon the happening of any of the following events:

1. The failure to perform, keep and observe any of the terms, covenants and conditions herein contained on the part of the other party to be performed, kept or observed; or
2. For acts of God or other unusual circumstances affecting this Agreement.

The party terminating or cancelling this Agreement shall give written notice to the other party of such intent to cancel or terminate this Agreement at least fourteen (14) days prior to the effective time of such cancellation and/or termination.

It is understood that this Agreement shall terminate if the Agreement between the City of Fort Lauderdale and The Strikers similarly terminates. In this event, any advance Fee paid shall be refunded to Licensee.

27. NO WAIVER: Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

28. NOTICE: Notice required or permitted to be given or served by either party to this Agreement shall be deemed to have been given or served when made in writing, by certified or registered mail, addressed as follows:

To Fort Lauderdale Strikers: Thomas Mulroy, President
FORT LAUDERDALE STRIKERS
1350 NW 55th Street
Fort Lauderdale, FL 33309

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a copy to: Director – Athletics and Student Activities
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

29. AUTHORITY: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates written below:

FORT LAUDERDALE STRIKERS:

BY: _____

PRINT: _____

TITLE: _____

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By

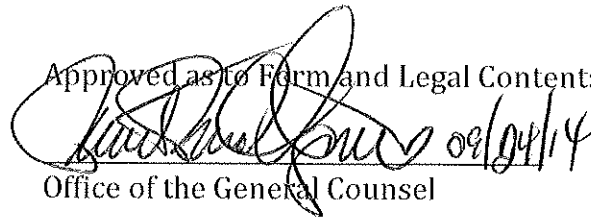

Patricia Good, Chair

ATTEST:



Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

 08/04/14
Office of the General Counsel