



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-02-04 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	LL. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Facility Planning and Real Estate

Special Order Request	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
Open Agenda	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

ITEM No.:
LL-1.

TITLE:
2020 High School Graduation Contract for Use of Facilities with Lauderhill Performing Arts Center

REQUESTED ACTION:
Approve the 2020 High School Graduation Contract for Use of Facilities with Lauderhill Performing Arts Center for two graduation ceremonies.

SUMMARY EXPLANATION AND BACKGROUND:
Lauderhill Performing Arts Center will be the 2020 graduation host site for two graduation ceremonies. These graduation ceremonies will be conducted on June 2, 2020.
See Supporting Docs for continuation of Summary Explanation and Background.
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. This Agreement will be executed by the Lauderhill Performing Arts Center after School Board approval.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:
The total financial impact of this item is \$4,655. The source of funding is the Department of Student Activities and Athletics budget.

EXHIBITS: (List)
(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) Facility Agreement

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Shawn Cerra	Phone: 754-321-2550
Name: Chris O. Akagbosu	Phone: 754-321-2162

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Signature
Leslie M. Brown
1/10/2020, 4:10:15 PM

Approved In Open Board Meeting On:

FEB 04 2020

By: *Dana K...*
School Board Chair

Continuation of Summary Explanation and Background

The criteria established by The School Board of Broward County, Florida, for the selection of 2020 graduation sites are: ensure that every graduate has access to a minimum of four tickets for family and guests, consolidate graduation venues to provide equity among high schools, no split class graduations, and make every effort to avoid conflicts in scheduling high school graduations based on School Board member schedule.

EXECUTIVE SUMMARY

2020 High School Graduation Contract for Use of Facilities with Lauderhill Performing Arts Center

The graduation schedule at Lauderhill Performing Arts Center is as follows:

- Tuesday, June 2 – 10:00am and 7:00pm - Lauderhill 6-12 and Whiddon Rogers

There is no charge for event parking.

Additional Background Information:

After reviewing our past practices, the need to enhance and improve our safety and security protocols during each of our high school commencements became necessary.

Lauderhill Performing Arts Center is scheduled to host two high school graduations during the Spring of 2020. The 2020 total cost factor for these commencements is \$4,655. This includes rent, police, EMT, security checkpoints, staffing and any other additional miscellaneous costs. Compared to 2019, The School Board of Broward County, Florida will be paying \$3,230 in 2020 less due to a reduction in the number of graduation ceremonies. The costs will cover mandatory bag checks and required metal detector checkpoints for all guests. By doing this, we will be providing each of our guests an extra layer of protection and comfort.

The School District continues efforts to manage overall graduation venue costs. The projected cost for 2020 graduation venues listed below is \$434,344.87. A breakdown of the projected 2020 graduation listed venue rental costs with wand/metal detectors is as follows:

- Nova Southeastern University - \$13,058.73 per graduation x 19 schools = \$248,115.87
- BB&T Center - \$45,000 per graduation x 2 schools = \$90,000
- Broward Center for the Performing Arts - \$8,355 per graduation x 10 schools = \$83,550
- Broward College-Omni - \$5,524 per graduation x 1 school = \$5,524
- **Lauderhill Performing Arts Center** - 2 schools = \$4,655
- Pompano Beach High - \$2,500 per graduation x 1 school = \$2,500

City of Lauderdale
Lauderhill Performing Arts Center
 Contract for Use of Facilities

This Agreement, dated, by and between CITY OF LAUDERHILL, FLORIDA (hereinafter referred to as "CITY OF LAUDERHILL") and:

The School Board of Broward County, Florida
 600 SE Third Avenue
 Fort Lauderdale, FL 33301
 CONTACT: Shawn Cerra
 754-321-2550 / shawn.cerra@browardschools.com
 (Hereinafter referred to as "TENANT")

Is for the use of:

<u>Facility</u>	<u>Date</u>	<u>Beginning Time</u>	<u>Ending Time</u>	<u>Graduation Time</u>	<u>School</u>
Theatre & Lobby	June 2, 2020	8am	1pm	10am	Lauderhill 6-12
Theatre & Lobby	June 2, 2020	5pm	10pm	7pm	Whiddon Rodgers

In the Lauderdale Performing Arts Center, located at 3800 NW 11th Place Lauderdale, FL 33311, for the exclusive purpose of **Graduation Ceremonies as noted above** (hereinafter referred to as "EVENT"). CITY OF LAUDERHILL and TENANT mutually agree to:

Now therefore, in consideration of the following terms and conditions, the TENANT and CITY OF LAUDERHILL agree as follows:

1. FEES:

1.1 A \$1,500.00 non-refundable/nontransferable deposit must be returned with this signed contract, in the form of a wire, corporate check, certified check, cashier's check or money order. No ticket sales for events are permitted until this contract and the funds are received by CITY OF LAUDERHILL. TENANT agrees to make additional deposit with CITY OF LAUDERHILL on written notice by CITY OF LAUDERHILL to TENANT address on this Agreement, in the event that Box Office Receipts for EVENT are less than the estimated license, personnel and equipment fees ten (10) days prior to EVENT.

*****If event does not require Box Office Services because event is non ticketed, then all rental, fees and estimated personnel costs are due ten (10) days prior to the first day of EVENT*****

1.2 For licensing of the premises on June 2, 2020, TENANT agrees to pay CITY OF LAUDERHILL \$4,655. TENANT has furnished certificate of tax exemption to CITY OF LAUDERHILL.

1.3 All fees for these events are at set prices. Please see EXHIBIT A, and EXHIBIT B attached hereto.

1.4 Unless fee terms specified above are adhered to, all rights granted to TENANT herein for use of facility will immediately terminate.

1.5 Parking at the Lauderdale Performing Arts Center and the collection of monies for parking is under the sole jurisdiction of the Lauderdale Performing Arts Center and City Of Lauderdale. For multi-day events, rates are applied per day. For all day events, one-time payment will grant all-day access for each day.

2. BOX OFFICE (Intentionally Deleted)

3. EVENT SERVICES, FACILITIES AND EQUIPMENT

3.1 CITY OF LAUDERHILL agrees to furnish, at no additional charge to TENANT, general lighting from permanent fixtures, existing outlets and equipment in the facilities specified, such as air conditioning, electrical and water for normal use. Failure to furnish any of the preceding, resulting from circumstances beyond the control of CITY OF LAUDERHILL shall not be considered a breach of contract.

3.2 TENANT representative must arrange a production meeting with the LAUDERHILL PERFORMING ARTS CENTER staff no later than fourteen (14) calendar days prior to EVENT to finalize all facility, equipment and labor requirements. No other services or equipment will be available other than discussed at this meeting. Failure to arrange this meeting will limit available services and equipment to those provided in this Agreement.

3.3 For all programs lasting one hour or more (except for religious services), an intermission of not less than 15 minutes must be held, subject to modification by CITY OF LAUDERHILL when necessary to meet unusual conditions. The LAUDERHILL PERFORMING ARTS CENTER's House Manager will determine the time for opening the theatre doors prior to EVENT. (Generally forty-five minutes prior to the posted or scheduled beginning of EVENT.)

3.4 CITY OF LAUDERHILL and its officers, agents and employees engaged in the operation and maintenance of the Lauderhill Performing Arts Center, reserve the right to enter upon and have free access to said premises at all times.

3.5 CITY OF LAUDERHILL reserves the right to cancel, interrupt or terminate EVENT in the interest of public safety if, in the sole judgement of the CITY OF LAUDERHILL, such interruption or termination is warranted. CITY OF LAUDERHILL reserves the right to cancel EVENT if circumstances beyond the control of CITY OF LAUDERHILL make such action necessary, by providing written notice to TENANT prior to event.

3.6 In the event that TENANT cancels EVENT for any reason, CITY OF LAUDERHILL will charge TENANT for costs incurred by and related to the cancellation.

3.7 In the event of cancellation of EVENT by CITY OF LAUDERHILL due to circumstances beyond the control of either party, both parties agree to make every reasonable effort to reschedule the EVENT at a mutually agreed upon date and time within 60 days of cancellation. In the event an alternative date for the EVENT cannot be reasonably identified within 60 days, TENANT shall be entitled to a refund of deposits held by CITY OF LAUDERHILL and will be released from all liabilities outlined in this agreement.

4. CONCESSIONS

4.1 CITY OF LAUDERHILL specifically reserves any and all concessions and catering services including, without limitation, food, beverages (including alcohol), confections, candies, ice cream, CD's, tapes, programs, T-shirts and other merchandise.

4.2 With express, written permission, TENANT may contract with an outside vendor for furnishing merchandise. CITY OF LAUDERHILL shall receive 35% of gross receipts after sales tax, which will include all monies paid or payable. Cash shortages, bad debts, and other taxes of any kind except sales and use, returned checks and charges from returned checks are not to be deducted from gross receipts.

4.3 Settlement of concessions or novelty sales will be made within two hours of the end of EVENT. For multiple performance events, daily settlement sheets will be provided with final settlement and payment of monies due after the last performance of EVENT.

5. DAMAGE

5.1 TENANT agrees to assume full responsibility for and to pay all costs associated with repair and replacement of equipment or facilities damaged during EVENT, regardless of nature or cause. Estimated damage restitution may be deducted from settlement at the discretion of CITY OF LAUDERHILL.

5.2 TENANT may request a pre-event inspection of premises to assess the condition of equipment and facilities. If such an inspection is not requested, TENANT agrees to accept CITY OF LAUDERHILL's damage assessment.

6. INSURANCE

6.1 Liability. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

6.2 Insurance Requirements. Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28 Florida Statutes, that each party is self-insured for general liability under Florida Statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Each party further acknowledges to maintain, at its sole discretion, Specific Excess General Liability in the amount of \$1,000,000 combined single limit per occurrence, solely for any liability resulting from entry of a claims-bill pursuant to Section 768.28(5) Florida Statutes, or liability imposed pursuant to Federal Law.

7. MISCELLANEOUS

7.1 Advertising -- TENANT will allow CITY OF LAUDERHILL Marketing staff to review and approve all materials prior to being distributed, printed, published or broadcast. All advertising for EVENT must include: the complete name and address (Lauderhill Performing Arts Center, located at 3800 NW 11th Place Lauderhill, FL 33311), the Box Office phone number (954-777-2055), the building website, www.LPACFL.com and the LPAC logo. TENANT will provide CITY OF LAUDERHILL with a public contact telephone number for questions concerning EVENT.

7.2 Announcements -- CITY OF LAUDERHILL reserves the right to request announcements during intermission which would relate briefly to future attractions. CITY OF LAUDERHILL is also entitled to make such announcements, as it may deem necessary at any time in the interest of the safety and comfort of patrons or guests.

7.3 Assignment of Rights -- TENANT shall not assign this Agreement or any rights hereunder nor sublet said premises without the written consent of CITY OF LAUDERHILL.

7.4 Broadcast Rights -- CITY OF LAUDERHILL reserves all radio and television broadcast rights, with no exceptions unless specified in writing.

7.5 Copyrights -- TENANT will assume all cost arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights or intellectual properties used on or incorporated in EVENT. TENANT agrees to indemnify, defend and hold harmless CITY OF LAUDERHILL from any claims or costs, including legal fees, which might arise from question of use of any such material described above.

7.6 Removal of Property -- If premises are not vacated by TENANT upon the time specified in this Agreement, then CITY OF LAUDERHILL is authorized to remove from the facility, at the expense of the TENANT, all goods, wares, merchandise, equipment, materials and other property of any kind placed by the TENANT. CITY OF LAUDERHILL will not be liable for any damages or loss relating to removal of such property.

7.7 Compliance -- TENANT shall use and occupy premises in a safe and careful manner and shall comply with all laws, rules, regulations, codes and ordinances of the City Of Lauderhill, the State of Florida, the United States and the board of CITY OF LAUDERHILL. Premises shall not be used for any unlawful or immoral purpose or in any manner, which causes damage to any part of the facility. TENANT agrees to provide, at its expense, all necessary licenses and permits required in accordance with law for use of the premises.

7.8 Force Majeure -- In the event that the premises are damaged or destroyed by fire or other cause; act of God, war, terrorist activity, riot or other civil commotion or any cause unequivocally beyond the control such party, so as to prevent use of the licensed facilities for the purpose and during the time of EVENT, this agreement shall terminate. In such an event, CITY OF LAUDERHILL shall be paid for all services rendered prior to such destruction or damage.

7.9 Management Discretion -- Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of CITY OF LAUDERHILL's management.

7.10 Objectionable Persons -- CITY OF LAUDERHILL reserves the right to eject or cause to be ejected from the premises any person or persons committing objectionable acts, and neither CITY OF LAUDERHILL nor any of its officers, agents or employees shall be liable to the TENANT for any damages resulting from the exercise of CITY OF LAUDERHILL's right.

7.11 Civil Rights -- The TENANT agrees not to discriminate against any employee or applicant for employment because of race, gender, sexual orientation, religion or nationality and further agrees to likewise not discriminate for those same reasons relative to admissions, services or privileges offered to or enjoyed by the general public.

7.12 No Waiver of Sovereign Immunity -- Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

7.13 Excess Funds -- Any party receiving funds paid by TENANT under this Agreement agrees to promptly notify TENANT of any funds erroneously received from TENANT upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to TENANT.

7.14 Public Records -- The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY OF LAUDERHILL shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY OF LAUDERHILL shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY OF LAUDERHILL shall 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's term and following completion of the Agreement if CITY OF LAUDERHILL does not transfer the public records to SBBC. Upon completion of the Agreement, Hotel shall transfer, at no cost, to SBBC all public records in possession of CITY OF LAUDERHILL or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY OF LAUDERHILL transfer all public records to SBBC upon completion of the Agreement, CITY OF LAUDERHILL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY OF LAUDERHILL keeps and maintains public records upon completion of the Agreement, CITY OF LAUDERHILL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY OF LAUDERHILL, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.
IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

7.15 When any of the parties desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective place for giving notice:

To Licensor: CITY OF LAUDERHILL
3800 NW 11th Place Lauderhill, FL 33311

To Tenant: SUPERINTENDANT OF SCHOOLS
The School Board of Broward County, Florida
600 SE Third Avenue, Fort Lauderdale, FL 33301
shawn.cerra@browardschools.com / (754) 321-2550

With A Copy To: THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Attn: Shawn Cerra, Director
600 SE Third Avenue, Fort Lauderdale, FL 33301
shawn.cerra@browardschools.com / (754) 321-2550

8. ENTIRE AGREEMENT

8.1 This Agreement, including any addendum attached or referred to, contains the entire understanding of the parties and there are no other agreements or understandings, written or oral, with respect to this license agreement and this Agreement may not be changed or altered, except in writing and signed by both parties. This Agreement shall be understood to contain the Lauderhill Performing Arts Center Technical Rider, Box Office Policies, Schedule of Fees and Charges and attached Addenda.

In Witness Whereof, the parties have executed this instrument or caused it to be executed by their representative duly authorized as of the date first mentioned.

CITY OF LAUDERHILL

By: _____ Date: _____

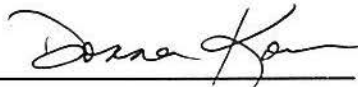
(Additional Signature Page to Follow)

FOR SBBC

(Corporate Seal)



THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

By 
Donna P. Korn, Chair

ATTEST:

A large, stylized handwritten signature in black ink, which appears to read "Robert W. Runcie".

Robert W. Runcie

Superintendent of Schools

Approved as to Form and Legal Content:

A handwritten signature in black ink, which appears to read "Kathelyn Jacques-Adams".

Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: City of Lauderhill, Florida - Lauderhill Performing Arts Center
Date: 2019.12.18 11:27:02 -05'00'

Office of the General Counsel



City of Lauderhill

Lauderhill Performing Arts Center

Exhibit A - Set Pricing is in effect for this event.

Date of creation: 10/4/2019

Prepared by: Amanda Segur

Event: Lauderhill 6-12 Graduation Ceremony

Date: 6/2/2020

Time: 8am (In), 10am (Ceremony), 1pm (Clear)

Total Hours: 5

Item	Price	Total Cost
Venue		
Theater Performance	\$2,450.00	Waived per D. Giles-Smith \$0.00
Theater Non-performance	\$1,500.00	
Mandatory Theater Personnel (per 4 hour performance)		
House Manager and Ushers	Hard Cost	\$75.00
Technical Director	Included	\$0.00
Custodial Services	Hard Cost	\$75.00
Internal Venue Security	Hard Cost	\$315.00
Police Officer	Hard Cost	\$180.00
Stagehands (4 hour minimum)	Hard Cost	\$680.00
Box Office Charges (ticketed events only)		
Box Office Fee	\$500.00	\$0.00
Ticket Charges	\$1.00 per ticket	\$0.00
Bank Charges	5% of gross credit card receipts	\$0.00
Technical Equipment		
Spotlight Rental	\$150 each	\$0.00
Sound System Rental	Included	\$0.00
Lighting System Rental	Included	\$0.00
Piano Tuning	\$150.00	\$0.00
Projector	\$750.00	\$0.00
Wireless Mic	\$50 each	\$100.00
Additional as needed		
Police Officers (3 hour minim)	\$60/Hr	\$0.00
Traffic Security	\$20/hr	\$0.00
Fire Watch	\$60/hr	\$0.00
Venue Security	\$15/hr	\$0.00
Venue Security Supervisor	\$18/hr	\$0.00
Custodial Services	\$250	\$0.00
Setup & Breakdown Labor	\$15/hr	\$0.00
Sub Total		\$1,425.00
Total Florida Sales Tax 6%		EXEMPT
Less Deposit		\$0.00
Set Amount Due to LPAC		\$1,425.00

Amanda Segur General Manager
 3800 NW 11th Place
 Lauderhill, FL 33311
 954-777-2049 or 941-661-6027
 asegur@lauderhill-fl.gov



City of Lauderhill

Lauderhill Performing Arts Center

Exhibit B - Set Pricing is in effect for this event.

Date of creation: 10/4/2019

Prepared by: Amanda Segur

Event: Whiddon Rodgers Education Graduation Ceremony

Date: 6/2/2020

Time: 5pm (In), 7pm (Ceremony), 10pm (Clear)

Total Hours: 5

Item	Price	Total Cost
Venue		
Theater Performance	\$2,450.00	\$2,450.00
Theater Non-performance	\$1,500.00	\$0.00
Mandatory Theater Personnel (per 4 hour performance)		
House Manager and Ushers	Included	\$0.00
Technical Director	Included	\$0.00
Custodial Services	Included	\$0.00
Internal Venue Security	Included	\$0.00
Police Officer	Included	\$0.00
Stagehands (4 hour minimum) 4 crew x 5 hrs x \$34 per hour per stagehand		\$680.00
Box Office Charges (ticketed events only)		
Box Office Fee	\$500.00	\$0.00
Ticket Charges	\$1.00 per ticket	\$0.00
Bank Charges	5% of gross credit card receipts	\$0.00
Technical Equipment		
Spotlight Rental	\$150 each	\$0.00
Sound System Rental	Included	\$0.00
Lighting System Rental	Included	\$0.00
Piano Tuning	\$150.00	\$0.00
Projector	\$750.00	\$0.00
Wireless Mic	\$50 each	\$100.00
Additional as needed		
Police Officers (3 hour minim	\$60/Hr	\$0.00
Traffic Security	\$20/hr	\$0.00
Fire Watch	\$60/hr	\$0.00
Venue Security	\$15/hr	\$0.00
Venue Security Supervisor	\$18/hr	\$0.00
Custodial Services	\$250	\$0.00
Setup & Breakdown Labor	\$15/hr	\$0.00
Sub Total		\$3,230.00
Total Florida Sales Tax 6%		EXEMPT
Less Deposit		\$0.00
Set Amount Due to LPAC		\$3,230.00

Amanda Segur **General Manager**
 3800 NW 11th Place
 Lauderhill, FL 33311
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 asegur@lauderdale-fl.gov