



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the non-standard agreement with Amerant Bank Arena to host the December 12, 2024 Commencement Ceremony (Fall 2024 Graduation Ceremony) by utilizing bid waiver (single source). Fiscal Impact: Estimated \$161.858.68

Presenter(s): Jamonica Rolle, Vice Provost, Academic Affairs

What is the purpose of this contract and why is it needed? The College recognizes the accomplishments and success of its students during Commencement Ceremonies at the end of each Fall and Spring semester. The College was able to secure a venue that is capable of supporting a single commencement ceremony on December 12, 2024. The Amerant Bank Arena is the only venue in Broward County that can support a single Broward College commencement ceremony on our scheduled graduation date within budget. The Seminole Hard Rock Hotel & Casino is unavailable and Broward County Convention Center is well above the allocated budget.

Other venue considerations:

Broward County Convention Center: While large enough to host us in one ceremony, their expenses increase by 3-5% annually due to industry standards. This venue was beyond our budget in 2023, making it no longer a viable option.

Dodge Center: The venue is unavailable for events before 6:30 pm, as it serves as a City Hall during the day. Hosting two late ceremonies over two days would exceed our budget.

Broward Performing Arts Center:

- Maximum seating capacity is 2,658, requiring multiple ceremonies, which would exceed our budget.
- The venue uses union employees, adding additional labor costs.
- Ticketing is managed through Ticketmaster, potentially adding complexity and cost for guests.
- The small lobby area would require guest check-in outside, under tents.

Parking:

Only 900 spaces available in the public garage.

No reserved parking for faculty or special guests.

Parking fee of \$15.00 per vehicle.

The overall size of the facility and its amenities is smaller compared to other venues.

Given these constraints, Amerant Bank Arena is the most suitable venue for the Fall 2024 commencement ceremony.

Through extensive research and cost comparisons, Amerant Bank Arena has been determined to be the most affordable and accessible venue. Based on our expected attendance and venue capabilities, there are only a few suitable options in Broward County. We anticipate approximately 6,000 participants per ceremony, including 1,300 graduates, 3,900-5,200 guests depending on the venue, and 200 faculty members. Amerant Bank Arena can accommodate over 6,000 attendees, while Hard Rock can only hold 5,500 guests and is already booked on December 12.

What procurement process or bid waiver was used and why? A bid waiver exception for services available from a single or sole source per FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34 is being utilized for the Fall 2024 commencement ceremony.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
Yes.

What fund, cost center and line item(s) were used? FD201-CC0141-PG000423-BU301 and budget line 63000:Rentals.

Has Broward College used this vendor before for these products or services? Yes, In 2023, the venue previously known as Fla Live Arena has been renamed to Amerant Bank Arena.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? Commencement serves as evidence that taxpayer dollars as well as the fiscal investment students have made pursuing a formal education has successfully paid off.

Was that return on investment not met, met, or exceeded and how? This is the culminating event to recognize students' success in meeting their academic and/or career goals.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? This event supports Guarantee Access to Higher Education.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

FISCAL IMPACT:

Description:161,858.68 worktags:FD201-CC0141-PG000423-BU301. Funds are budgeted for the College's Commencement Ceremony in the Graduation Budget #CC0141. The estimated \$161,858.68 listed will cover the rental and services of the facility. Funds for the Fall 2024 Commencement Ceremony will come from Fund 201: Student Activity Fees

10/08/24	CC0141 · Graduation	(\$40,000.00)
	Additional Event Expenses	
10/08/24	CC0141 · Graduation	(\$121,858.68)
	Amerant Bank Fall 2024 Commencement	
	TOTAL:	(\$161,858.68)

APPROVAL PATH: 12508 Amerant Bank Arena - Fall 2024 Graduation Ceremony

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Janice Stubbs	Vice President Review		 Completed	
2	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
3	Orlando Aponte	Procurement Approval		 Completed	
4	Christine Sims	Budget Departmental Review		 Completed	
5	Rabia Azhar	CFO Review		 Completed	
6	Legal Services Review Group	Review and Approval for Form and		 Completed	
7	Board Clerk	Agenda Preparation		 Pending	
8	District Board of Trustees	Meeting	10/08/24 11:00 AM	 Pending	
9	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	
10	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	

**AMERANT BANK ARENA
USE AGREEMENT
SPECIAL EVENTS**

USER: The District Board of Trustees of Broward College, Florida
225 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

EVENT: Broward College Commencement Ceremony

EVENT DATE/TIMES: Wednesday, December 11, 2024 - Load-in 1:00 pm-5:00 pm
Thursday, December 12, 2024 – Event Day 1:00 pm-5:00 pm

USE FEE: \$40,000.00 + Event Expenses (Exhibit A)

SECURITY DEPOSIT: \$121,858.68 (Includes Use Fee)

1. **GRANT OF LICENSE; PREMISES.** Subject to the terms and conditions set forth in this Agreement, **Arena Operating Company, Ltd.**, a Florida limited partnership ("Operator"), hereby grants to the User the license to use only that portion of the sports and entertainment venue currently known as Amerant Bank Arena and located in Broward County, Florida that is necessary for the presentation of the Event, as determined by Operator in its sole discretion, ("Premises") to conduct the above-referenced event ("Event"). User may use the Premises solely to prepare for and conduct the Event. Operator makes no warranty or representation regarding the physical condition of the Premises, their fitness for any particular use or purpose or the Arena's compliance with applicable laws.

2. **TERM.** User shall be permitted to use the Premises hereunder on the date and at the times set forth above ("Term"); provided, however, that Operator may make a decision, in its sole discretion, to reschedule the Event for a new date in the event a National Hockey League ("NHL") game or other applicable event (e.g., show, concert, etc.), such applicability which shall be determined by Operator in its sole discretion, is re-scheduled or becomes scheduled to take place at the Arena on the Event Date ("Right to Reschedule"). Operator must exercise the Right to Reschedule the event on Wednesday, December 11, 2024, by Wednesday September 11, 2024, and the event on Thursday, December 12, 2024, by Saturday October 12, 2024. In the event Operator exercises its Right to Reschedule, Operator and User shall mutually agree upon the new date for the Event. Should Operator and User fail to agree on such new date, Operator shall refund to User any fees paid, such refund which shall be User's sole remedy in the event of such failure to agree, and the parties shall be released from any further obligation under this Agreement. User shall dismantle and/or remove all personal property caused or permitted by User to be brought onto the Premises in connection with the Event and shall vacate the Premises and restore the Premises and any other land or area damaged by any operation of the Event, or related improvements, construction or installation by User, to its condition immediately prior to the commencement of the Term (the "Restoration") prior to the expiration of the Term, time being of the essence in this regard. User shall return the Premises to Operator at the end of the Term in good condition, reasonable wear and tear excepted. Under this Agreement, User is entitled to use and occupy Premises from **1:00PM through 5:00PM on Wednesday December 11, 2024 & 1:00PM through 5:00PM on Thursday December 12, 2024**, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards or such other purposes as are reasonably related to the use for which User is being allowed to use the Arena. In no event shall the User enter and use any area, part, service, or facility of the Arena without first obtaining the prior approval of the Arena General Manager or its designated representative.

3. **PAYMENT.** All fees due hereunder shall be due and payable as set forth below. User agrees to pay interest at the rate of ten percent (10%) per year from the due date on any fees due Operator under this Agreement that are not paid when due.

(a) **Security Deposit.** As assurance of User's performance of User's obligations hereunder, User shall pay to Operator a non-refundable security deposit in the amount indicated above ("Security Deposit"), such Security Deposit which shall be set-off against the Use Fee. User's payment of the Security Deposit is a condition precedent to Operator's obligations under this Agreement. **The Security Deposit shall be due on the date of full execution of this Agreement.**

(b) **Use Fee.** As consideration for User's use of the Premises and the reservation of the Premises for User's use, User shall pay to Operator the use fee equal to the sum set forth above ("Use Fee"), which User hereby acknowledges and agrees is exclusive of (i) all expenses actually incurred by Operator on behalf of User in connection with the Event ("Event Expenses"), an estimate of such expenses which is set forth on **Exhibit A**, which is attached hereto and hereby incorporated herein and (ii) Restoration Expenses (defined below). **The Use shall be due on the date of full execution of this Agreement.**

(c) Event Expenses. In addition to the Security Deposit and Use Fee, User shall pay to Operator the Event Expenses, which shall include, but may not be limited to, expenses for Event Staffing, Utilities, Equipment, materials, accommodations, and any other services or facilities furnished by Operator to User or to any other person in connection with the Event. User hereby acknowledges and agrees that the expenses set forth on **Exhibit A** were negotiated in good faith and agreed to by the parties in contemplation of this Agreement as an estimate of Event Expenses ("Estimated Event Expenses"). Within (10) days of the conclusion of the Event, Operator shall invoice User for the Event Expenses and User shall be obligated to pay such expenses in full within ten (10) business days of receipt of applicable invoice, even if such expenses are greater than the Estimated Event Expenses.

(d) Restoration Expenses. In addition to the Security Deposit, Use Fee, and Event Expenses, User shall pay to Operator the cost of any repair, rehabilitation, replacement or restoration of the Arena or Premises or any equipment or other personal property of or located in or about the Arena or Premises necessitated by any damage, loss or theft incident to the use of the Premises by User or the other User Parties (including, without limitation, the costs of renting/leasing any replacement equipment or other property) or cost to defray any other unusual but reasonable expense borne by Operator as a consequence of the use of the Premises hereunder (collectively, "Restoration Expenses"). Within (10) days of the conclusion of the Event, Operator shall invoice User for the Restoration Expenses and User shall be obligated to pay such expenses in full within ten (10) business days of receipt of applicable invoice.

4. INDEMNIFICATION. Subject to the limitations of Section 768.28, Florida Statutes, User shall indemnify and hold harmless Sunrise Sports & Entertainment, LLC, Florida Panthers Hockey Club, Ltd., Arena Operating Company, Ltd., Arena Development Company, Ltd., SSE Development, LLC, PHGP, LLC, Parq93, LLC, Incredible Ice, LLC, SSE Promotions, LLC, Florida Team Shop, LLC, SSE Gaming, LLC, Sanza Food Service LLC, Broward County and each of their respective affiliates, officials, officers, directors, partners, members, managers, shareholders, agents, contractors and employees (collectively, "Indemnified Parties") from and against any and all loss, expense (including reasonable attorneys' fees) or liability of any kind arising from or in any way related to: (a) the use of the Premises or any part thereof by User or any of its User Personnel (as herein defined), servants, agents, employees, staff, volunteer workers, officers, directors, owners, members, managers, shareholders, partners, licensees, contractors, patrons, guests, invitees or any person admitted to the Arena by User or by Operator at User's direction (collectively, "User Parties"), except to the extent of any injury or damage to persons or property caused by the sole negligence or willful misconduct of Operator; or (b) the breach by User of any term, condition, covenant, representation or warranty contained in this Agreement.

5. INSURANCE. User, at its sole expense, shall obtain and keep in full force and effect during the Term, the following types and amounts of insurance with an insurance carrier or carriers rated A:X or better, according to A.M. Best Company Rating Guide, duly registered with the Secretary of State and authorized to conduct business in the State of Florida: (i) Commercial general liability insurance (occurrence insurance) including, without limitation, personal injury, property damage and contractual liability (applicable to the indemnity provisions of this Agreement), with minimum limits of \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate; (ii) Workers' compensation insurance, including employer's liability, complying with the statutory requirements of the State of Florida; and (iii) Auto liability insurance for any owned, hired and non-owned vehicles with a minimum limit of \$1,000,000.00 each accident. User shall cause all insurance policies required hereunder to: (a) name Operator and the other Indemnified Parties as additional insureds (except with respect to the Workers' compensation insurance policy); (b) provide that no material change, cancellation or termination of such policies shall be effective until at least thirty (30) days after receipt of written notice thereof by Operator; (c) include a waiver of subrogation rights in favor of Operator and the other Indemnified Parties; (d) be primary to all other coverage Operator and the other Indemnified Parties may have; and (e) not require that Operator or the other Indemnified Parties pay or be liable for any premiums or deductibles with respect to such insurance. At least thirty (30) days prior to commencement of the Term, User shall furnish Operator with a certificate of insurance evidencing the insurance coverage required hereunder.

6. STAFFING; UTILITIES; EQUIPMENT.

(a) Event Staffing. Operator shall provide, at User's expense, such personnel, including security personnel and cleaning and maintenance personnel, in such numbers and during such times as deemed reasonably necessary or appropriate by Operator, following consultation with User as to projected attendance, to safely and efficiently operate and maintain the Arena during the Term in connection with the Event and to ensure that the Premises are returned to Operator in good, clean condition in accordance with the terms of this Agreement. Other than as expressly provided in the immediately preceding sentence, Operator shall have no obligation to provide personnel to staff the Event. If Operator agrees to provide any staff, the cost of any such staff provided by Operator ("Event Staffing") shall be paid by User to Operator in accordance with Section 3(d). User shall be responsible for employing and paying all of the Event-specific staff necessary for the presentation of the Event, including, without limitation, performers, participants, announcers, presenters, stagehands, mechanics, engineers and attendants (collectively, "User Personnel").

(b) Utilities; Equipment. Operator shall provide, at User's expense, the following for the Event in such manner as Operator deems reasonably necessary, in its sole discretion, for the proper conduct of the Event: (i) water,

electricity, lighting, air conditioning and sewage (collectively, "Utilities"); and (ii) equipment owned by Operator on the Premises which is then available for such use (collectively, "Equipment"). Except for any Utilities and Equipment set forth above, User shall be responsible for providing all of the Utilities and Equipment necessary for the presentation of the Event. If Operator agrees to provide any Utilities or Equipment, the cost of any such Utilities and Equipment provided by Operator shall be paid by User to Operator in accordance with Section 3(c). Any Utilities and Equipment provided by Operator shall be provided with the permanent equipment with which the Arena is equipped.

7. CONCESSIONS; ADVERTISING. (i) Operator shall have no obligation to operate the Arena concessions during the Event, (ii) Operator reserves all rights to exclusively sell, and to retain all revenues from the sale of, consumable and non-consumable concession novelties, goods and other items and set up and operate all concessions or restaurants, or sell or give away any food, refreshments, beverages, alcoholic beverages, candies, tobacco products, flowers and other items and User shall not be entitled to any revenue deriving therefrom and (iii) User shall not sell or give away any food, refreshments, alcoholic beverages, beverages, tobacco products, flowers, candies, souvenirs, novelties or other consumable or non-consumable concession items in, at or about the Premises or Arena. User may not use the names, logos or trademarks of the Arena, Operator or any of the other Indemnified Parties without the prior written approval of Operator except that User may use the name of the Arena to identify the location of the Event. Operator at all times may advertise through any medium in and about the Premises and Operator reserves all rights to sell or lease any advertising in any part of the Premises. Advertising in or about the Premises by User shall be permitted, provided such advertising is agreed to in advance and in writing by both parties. Operator agrees not to unreasonably withhold consent for such advertising. User shall have the right to use the Arena scoreboard system or the Arena's public address system with Operator's prior written approval. User shall also have the right to sell caps, gowns and other commencement related novelties at the Event using its own employees for such services.

8. USER'S PROPERTY; SAFETY; ALTERATIONS; DAMAGE. All property caused or permitted to be placed on the Premises or in the Arena by User or any of the other User Parties shall be at their sole risk, and Operator shall have no liability arising therefrom. User shall cause itself and all other User Parties to abide by all Arena rules and regulations. Operator, its employees, agents and contractors are authorized to refuse admission to or cause to be removed from the Premises any person reasonably deemed objectionable by Operator. Operator reserves the right to control the management and operation of the Arena and to enforce all necessary rules of its management and operation. Authorized employees, agents and contractors of Operator shall have free access to all parts of the Premises at all times. User shall not: (a) cause or permit the Premises or Arena, or any equipment or other personal property of or located in or about the Premises or Arena to be in any manner damaged, lost, stolen or destroyed; or (b) cause or permit any alteration, modification or improvement in or to the Premises or Arena without the prior written approval of Operator.

9. COMPLIANCE WITH LAWS; NON-DISCRIMINATION. User agrees to use and occupy the Premises, and conduct the Event and its activities hereunder, in compliance with all federal, state and local laws, ordinances and regulations, and User shall cause all of the other User Parties to comply therewith. The parties shall not discriminate against any employee or participant in this program because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

10. FORCE MAJEURE. If Operator shall be delayed or hindered in or prevented from the performance required hereunder by reason of an Event of Force Majeure (hereinafter defined), Operator shall be excused from performance for the period of time equivalent to such delay or hindrance in or prevention from performance and shall not be liable to User for any damages, loss or liability caused thereby. The term "Event of Force Majeure" shall mean any and all acts of God, strikes or other labor trouble, war or other civil disturbance, inclement weather, hurricanes, floods, fire or other natural casualty, failure of power or accidents to equipment or machinery, threats of bombs or similar interruptions, epidemics and pandemics, or any other causes of similar nature not the fault of Operator.

11. DEFAULT. If User shall fail to perform or observe any term, covenant, condition or agreement to be performed or observed by User hereunder after Operator has given User written notice of the failure and a reasonable opportunity to cure, or if any warranty or representation made by User proves to be untrue, Operator may: (a) terminate this Agreement and any or all of User's rights hereunder; (b) retain all payments made by User as liquidated damages; and/or (c) remove any and all persons or property from the Premises and/or store or dispose of any property of User on the Premises as a set-off against monies owed by User to Operator hereunder, all at User's expense. Each remedy provided by this Section shall be cumulative to any other rights or remedies. User acknowledges that Operator has reserved the Premises for use by User during the Term and, consequently, Operator is precluded from licensing the Premises to other users or scheduling other events to be held at the Premises during such period. Accordingly, the parties acknowledge and agree that, in the event (i) Operator terminates this Agreement pursuant to subsection (a) of this Section 12 or (ii) User terminates this Agreement or fails or refuses to use, or cancels its use of, or (except as a result of an Event of Force Majeure) is prevented from using, the Premises, then User nevertheless shall be fully liable for, and not entitled to a refund of any payments made by User hereunder. Notwithstanding anything to the contrary herein, User shall not be liable for any fee(s), and shall be entitled to a refund of fees already paid, if any, in the event that User is prevented from using the Premises as a result of an Event of Force Majeure.

12. LEGAL PROCEEDINGS. The prevailing party in any action arising under this Agreement shall be entitled to recover its reasonable attorneys' fees and expenses, including through all appeals. This Agreement shall be governed by,

and construed and enforced in accordance with the laws of the State of Florida. All legal proceedings arising under this Agreement shall be conducted in the courts situated in Broward County, Florida, which courts shall have exclusive venue and jurisdiction.

13. NOTICES. Any notice required hereunder shall be in writing and given by (a) hand-delivery by messenger or courier service (including overnight mail service), electronic transmission (email sufficient), or (c) certified mail (postage prepaid), return receipt requested, addressed as follows: **If to Operator**, to: Amerant Bank Arena, 1 Panther Parkway, Sunrise, FL 33323, Attn: General Counsel (if by email, legal@floridapanthers.com); **If to User**, to: Broward College 225 East Las Olas Blvd. Ft. Lauderdale, FL 33301, Attn: Lauren Adamo, Interim Senior Director, Student Engagement, 561-997-4460 (if by email, ladamo@broward.edu). Notice shall be deemed delivered on the date of delivery.

14. MISCELLANEOUS. (a) The relationship between the parties created by this Agreement is that of independent contractors and there is no agency, partnership or joint venture relationship existing between the parties or arising out of this Agreement. No agent, employee or contractor of User shall be deemed an employee or agent of Operator. (b) User is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. (c) User is subject to Chapter 119 of Florida Statutes, known as the Public Records Law. The Agreement and any related documents and/or correspondence shall also become a public record subject to the Public Records Law, regardless of any confidentiality provision outlined in the Agreement. Pursuant to § 287.058(1)(c), F.S., User may unilaterally cancel the Agreement for Operator's refusal to allow public access to public records related to the Agreement. IF OPERATOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS, OPERATOR MAY CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301. (c) The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. User is entitled to the benefits of sovereign immunity. (d) If any provision of this Agreement is held invalid or illegal, such provision shall be null and void, and the remainder of this Agreement shall not be affected by such invalidity or illegality. (e) Waiver of one or more terms or conditions of this Agreement by either party shall not be deemed a modification or waiver of any other provisions of this Agreement. The failure or delay of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to require performance of that or any other provision hereunder. (f) This Agreement may only be altered or amended by an instrument in writing properly executed by both parties. (g) This Agreement embodies the entire agreement of the parties hereto and no representation, inducements or agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force and effect. (h) The parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their respective attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. (i) User shall not assign this Agreement or any right or obligation herein, nor grant any license with respect to the Arena or any part thereof. (j) All matters not expressly herein provided for shall be in the discretion of Operator and all rights not expressly granted to User are reserved to Operator.

[Signature Page Follows]

OPERATOR:


Area: ~~Operating Company, Ltd.~~

By: _____

Name: _____

Title: _____

Date: _____


BRYCE HOWELL
COO
9/26/2024

USER:

The District Board of Trustees of Broward College, Florida

By: _____

Name: _____

Title: _____

Date: _____

**Exhibit A
Estimated Event Expenses**

AMERANT BANK ARENA
1 Panther Parkway
Sunrise, Florida 33323

EVENT: Broward College Commencement Ceremony
DATE: Thursday December 12, 2024
SET UP TIME: Wednesday December 11, 2024 1pm-5pm
EVENT TIME: Thursday December 12, 2024 1pm-5pm
LOCATION: Plaza, Arena Bowl, Chairman's Club

SUMMARY OF EXPENSES

FACILITY EXPENSES	DAYS	DAILY RENTAL RATE	TOTAL
RENT LOAD IN DAY	1	\$15,000.00	\$15,450.00
RENT EVENT DAY	1	\$30,000.00	\$30,900.00

STAFFING EXPENSES BY DEPARTMENT	QUANTITY	TOTAL
AUDIO & VIDEO	4	\$819.63
ELECTRICIAN/ENGINEERING	5	\$2,161.74
EVENT SECURITY	17	\$3,320.24
EVENT SERVICES	16	\$4,658.00
GUEST SERVICES	59	\$9,575.72
HOUSEKEEPING	31	\$3,250.83
ICE TECH	0	\$0.00
INFORMATION TECHNOLOGY	0	\$0.00
OPERATIONS	13	\$13,455.72
STAGEHANDS	Estimate	\$13,647.85
CATERING	Estimate	\$5,547.85
STAGEHAND & CATERING BUFFER (15%)	-	\$2,879.36
PARKING	8	\$16,191.74

STAFFING EXPENSES TOTAL:	153	\$75,508.68
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GRAND TOTAL:	153	\$121,858.68
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ESTIMATE EXCLUDES THE FOLLOWING:
MEDICAL STAFF
OVERNIGHT SECURITY