EXECUTIVE SUMMARY



Recommendation that the Broward College District Board of Trustees authorize increase of fiscal authority with Seminole Tribe of Florida dba Seminole Hard Rock Hotel & Casino for additional services invoiced for graduation on May 7, 2024 by utilizing the bid waiver (single source). Fiscal Impact: Estimated \$21,760.00 (Cumulative \$151,760.00).

Presenter(s): Janice Stubbs, Vice President of Student Services

What is the purpose of this contract and why is it needed? Seminole Hard Rock Hotel & Casino Hollywood hosted our Spring 2024 graduation, supplying the venue, staffing, and partial lighting and production services. Recognizing additional payment in our initial agreement, we are formally requesting the remaining balance of \$21,760.00 via this bid waiver. The original quote of \$130,000.00 was outlined in MT#11902. Consequently, the final balance for the services rendered totals \$151,760.00.

What procurement process or bid waiver was used and why? A bid waiver for services or commodities from a single or sole source is being utilized. There are only a couple of venues in Broward County that can accommodate us, considering the estimated attendance of 1,300 graduates and 5,200 guests. Through research of Broward County venues and cost comparison, Seminole Hard Rock is the most affordable and accessible venue option for the Spring 2024 commencement ceremony, with a capacity of 7,000 persons.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes, this is part of the Student Life Budget from Fund 2, Student Activities and Service Fees.

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

Has Broward College used this vendor before for these products or services? Yes, our last Commencement Ceremony held at the Hard Rock Hotel & Casino took place Fall 2022.

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?

Not Applicable. Increase in fiscal authority under existing contract only.

FISCAL IMPACT:

Board Item

Meeting of June 25, 2024

Description:\$21,760.00 worktags:FD201-CC0141-PG000423-BU301. Funds are budgeted for the College's Commencement Ceremony in the Graduation Budget #CC0141. The estimated \$21,760 listed will cover the additional rental and services of the facility. Funds for the Spring 2024.

06/25/24 CC0141 · Graduation (\$21,760.00)

Hardrock Spring 2024 Graduation



Updated: 6/18/2024 9:07 PM by Elizabeth Beavin G

APPROVAL PATH: 12248: Seminole Tribe of Florida - Increased Fiscal Authority Spring 2024 Graduation

Workflow Synchronize Routing Edit View Add Work Item Stage Reviewer Description Due Date Status Vice President Review Janice Stubbs Completed 1 Natalia Triana-Aristizabal Contracts Coordinator Completed 1 3 Zaida Riollano Procurement Approval Completed 1 Christine Sims 4 Budget Departmental Review 1 Completed 5 Rabia Azhar CFO Review Completed 1 Review and Approval for Form and 6 Legal Services Review Group 1 Completed Electronic Signature(s) Signatures obtained via DocuSig 🧖 Completed 1 8 Natalia Triana-Aristizabal Contracts Coordinator Completed 1 9 Board Clerk Agenda Preparation Completed 1 10 District Board of Trustees 06/25/24 01:00 PM Meeting Pending



Hard Rock Live - Hollywood

One Seminole Way Hollywood, FL. 33314 954-797-5555 - Phone 954-797-5557 - Fax

			/ Remi	t To			
Contact	Lauren A	Adamo	Contact	Armando Mendez			
Dept.	Graduat	on	Dept.	Entertainment			
Company	Broward College		Company Address	Hard Rock Live - Hollywood 1 Seminole Way			
Address							
City			City	Hollywood	FL ZIP	33314	
Phone			Phone	954-797-5530			
Qty	Units	Descri	ption		Unit Price	TOTAL	
1		Labor			\$2,510.00	\$2,510.00	
1		Confetti Fee			\$3,500.00	\$3,500.00	
1		Video equipment and I-mag			\$13,975.00	\$13,975.00	
1		lighting tech			\$850.00	\$850.00	
1		audio tech			\$925.00	\$925.00	
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Notes/Remarks

PLORIDA PLORIDA

EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the non-standard agreement with Seminole Tribe of Florida dba Seminole Hard Rock Hotel & Casino to host the Spring 2024 Graduation Ceremony on May 7, 2024, at the Hard Rock Live Hollywood utilizing the bid waiver (single source). Fiscal Impact: Estimated \$130,000.00.

Presenter(s): Janice Stubbs, Vice President of Student Services

What is the purpose of this contract and why is it needed?

The College recognizes the accomplishment and success of its students during a commencement ceremony at the end of each fall and spring semester. Seminole Hard Rock Hotel & Casino Hollywood will serve as the location for our Spring 2024 graduation. They will provide the venue, staffing, and some lighting and production needs.

What procurement process or bid waiver was used and why?

A bid waiver for services or commodities from a single or sole source is being utilized. There are only a couple of venues in Broward County that can accommodate us, considering the estimated attendance of 1,300 graduates and 5,200 guests. Through research of Broward County venues and cost comparison, Seminole Hard Rock is the most affordable and accessible venue option for the Spring 2024 commencement ceremony, with a capacity of 7,000 persons.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes, this is part of the Student Life Budget from Fund 2, Student Activities and Service Fees.

What fund, cost center and line item(s) were used?

FD201-CC0141-PG000423-BU301

Has Broward College used this vendor before for these products or services?

Yes, our last Commencement Ceremony held at the Hard Rock Hotel & Casino took place Fall 2022.

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?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: \$130,000.00 worktags:FD201-CC0141-PG000423-BU301. Funds are budgeted for the College's Commencement Ceremony in the Graduation Budget #CC0141. The estimated \$130,000.00 listed will cover the rental and services of the facility. Funds for the Spring 2024.

03/26/24 CC0141 · Graduation (\$130,000.00)

Hard Rock Spring 2024 Graduation

HISTORY:

04/16/24 District Board of Trustees

SECONDER:

RESULT: ADOPTED [UNANIMOUS] MOVER: Alexis Yarbrough, Chair

AYES: Alexis Yarbrough, Mario Zanotti, Cindy Kushner

Cindy Kushner, Trustee

ABSTAIN: Zachariah Zachariah

ABSENT: Akhil Agrawal

Updated: 5/1/2024 4:00 PM by Natalia Triana-Aristizabal K

SEMINOLE TRIBE OF FLORIDA d/b/a SEMINOLE HARD ROCK HOTEL & CASINO - HOLLYWOOD PERFORMANCE VENUE AGREEMENT

This Performance Venue Agreement ("Agreement") to furnish performance venue space and services for the engagement described below, is made and entered into this 30 day of April, 2024 by and between the SEMINOLE TRIBE OF FLORIDA D/B/A SEMINOLE HARD ROCK HOTEL & CASINO - HOLLYWOOD, a federally recognized Indian Tribe under 25 U.S.C. §5123 (hereinafter called "Venue" or "Tribe") and **The District Board of Trustees of Broward College, Florida**, a political subdivision of the State of Florida, located at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301 (the "Promoter").

1. Place of engagement: Hard Rock Live at Seminole Hard Rock Hotel and

Casino - Hollywood ("Site")

2. Address of engagement: One Seminole Way, Hollywood, Florida, 33314

College Graduation

3. Type of engagement: Monday, May 6th, 2024 ("Load-In Day")

Tuesday, May 7th, 2024 ("Event", "Show Day")

5. Engagement Times:

Load-In Day to occur during the term commencing at 8:00 AM on Monday, May 6, 2024 through 8:00 PM on Monday, May 6, 2024. Event/Show Day (including load-out) to occur during the term commencing at 8:00 AM on Tuesday, May 7, 2024 through 2:00 AM on Wednesday, May 8, 2024

6. Payment: Promoter agrees to pay Venue a fee of fifty thousand dollars (\$50,000.00) for rental of Venue's Site on Monday, May 6, 2024 for Load-In Day. Additionally, Promoter agrees to pay Venue a fee of eighty thousand dollars (\$80,000.00) for rental of Venue's Site on Tuesday, May 7, 2024 for Show Day (including load-out) at the maximum Site capacity of six thousand and five hundred (6,500) total attendees ("Full House"). Total amount owed to Venue by Promoter of one hundred and thirty thousand dollars (\$130,000.00) ("Rental Fee") shall collectively reference both Load-In Day fee and Show Day fee.

Promoter is subject to the following expenses and payments to Venue as listed below. All deposits are considered non-refundable upon receipt, unless otherwise agreed-upon in writing. All payments made pursuant to this Agreement must be paid by check, wire, or other mutually agreed-upon method of payment. Check or wire payments must be held in escrow for all load-in, load-out, rehearsals, and show expenses per day, based on the rates set forth below. If applicable, check or wire payments must be cleared no later than five (5).

Payment Schedule:

Non-Refundable Deposit: \$65,000.00
50% of Rental Fee Due: **Upon execution of this Agreement**

Balance: \$65,000.00+
50% of Rental Fee Due: Show Day

+ Additional Actual Expenses, as applicable*

*Additional Expenses outlined in Sec. 6.b. below. Venue will provide Promoter with a final settlement outlining the actual total of any such expenses no later than one (1) week following the Engagement, pending receipt of all necessary invoices

Failure to complete payments by the schedule listed herein will result in forfeiture and cancellation of the Engagement itself and/or its scheduled announcement/on-sale date(s). Following deposit, all remaining payments owed to Venue by Promoter will be deducted from ticket revenue, paid by credit card on the evening of the Engagement, or paid by check or wire prior to the evening of the Engagement, unless otherwise agreed-upon.

For payments by check, please make all checks payable to Seminole Hard Rock Hotel and Casino and send to the following address:

For payments by bank wire:

Bank Name:

Bank Address:

Account Name:

Account Number:

Routing # (Wire):

Routing # (ACH):

Swift #:

Bank of America

Naples, FL

Seminole Hard Rock Hotel & Casino - Hollywood

898068409428 026009593

063100277 BOFAUS3N

Please add the following payment details:

Originator Name: Sender's Name / Company Name

Beneficiary: Hard Rock Live

- a. FRONT OF HOUSE/EVENT STAFF FEE: Included in Rental Fee for Show Day only. Front of house/event staff fee includes: box office staff, ticket takers, ushers, security, emergency medical technicians (EMTs), and cleaning staff. The front of house/event staffing included in Rental Fee covers a maximum period of five (5) hours, beginning one (1) hour prior to the time at which doors open to attendees/ticketed guests. For example: doors for the Engagement open to attendees/ticketed guests at 6:00PM; Engagement begins at 7:00PM; Engagement ends at 10:00PM; event staff required until 11:00 PM (for a total of five hours). Any duration of front of house/event staffing required for the Engagement beyond this five (5) hour maximum period will be at Promoter's sole expense, charged at the following rate:
 - i. Full House Capacity: Six-thousand dollars (\$6,000.00) per hour

For any and all non-show days (such as load-in, rehearsals, and load-out, as applicable) Venue will be responsible for coordinating staff as needed, and all associated costs shall be at Promoter's sole expense.

- b. <u>ADDITIONAL FEES</u>: All additional fees, including rates, dates, and hours, will be mutually agreed-upon by Venue and Promoter and will be deducted from the Engagement's final settlement. All rates are subject to overtime charges and subject to change based on current market rates/industry standards.
 - i. <u>TICKETING</u>: Intentionally omitted; not applicable.
 - ii. <u>AUDIO/SOUND</u>: Venue will be responsible for coordination and expense of standard inhouse equipment and technicians. Any additional requirements specific to the Engagement will be at Promoter's expense, to be coordinated by Venue upon request. Includes in-house audio package and associated labor/personnel required to operate during the Engagement.
 - LIGHTING: Venue will be responsible for coordination and expense of standard in-house equipment and technicians. Any additional requirements specific to the Engagement will be at Promoter's expense, to be coordinated by Venue upon request. Includes in-house lighting package and associated labor/personnel required to operate during the Engagement. If Promoter chooses to provide additional/external technicians, this shall be at Promoter's sole expense.

- iv. <u>IN-HOUSE IMAGE VIDEO</u>: Venue will be responsible for coordination and expense of standard in-house equipment and technicians. Any additional requirements specific to the Engagement will be at Promoter's expense, to be coordinated by Venue upon request. Includes live camera and video projection package of two (2) video screen projections and associated labor/personnel required to operate during the Engagement.
- v. <u>STAGEHANDS</u>: Venue will be responsible for coordination of these services; all associated costs are at Promoter's sole expense. Venue and Promoter will determine stagehand labor needs based on Promoter's production requirements for the Engagement. Stagehands facilitate production of the Engagement including load-in, set-up, and tear-down. Estimated rate of thirty dollars (\$30.00) per hour per person with a required minimum four-hour working period.
- vi. **INSTRUMENT BACKLINE**: Per third-party vendor costs, if needed.
- vii. **CATERING**: Per rates of Venue's third-party catering vendor, if needed.
- viii. <u>CONFETTI CLEAN-UP</u>: Confetti use must be pre-approved by Venue. If confetti use is approved, Promoter will be charged a three-thousand and five hundred dollar (\$3,500.00) clean-up fee. Streamers are not subject to this clean-up fee.
- ix. **EXTRA FEES**: Site team will communicate during advance if any unforeseen additional items and/or staffing are needed for Engagement's success.
- c. OTHER PROVISIONS:
- i. TRIBAL COMP TICKETS: If applicable and to be confirmed by Venue in writing to Promoter, One hundred and twenty (120) tickets will be allocated to the Venue for the Tribe at no charge. These tickets will be designated as assigned seats within the Venue.
- ii. CASINO TICKETS: Not applicable.
- iii. VENUE SUITES: If applicable and to be confirmed by Venue in writing to Promoter, all suites will remain in the possession of the Casino.

7. Reserved.

8. <u>Promotion and Production:</u> Except as otherwise expressly stated in this Agreement and expenses customarily borne by the venue (for e.g. standard power, heating, air conditioning, water, sewage and standard cleaning (not the enhanced cleaning referenced above which shall be Promoter's expense), the Promoter shall be responsible for all costs and expenses pertaining to the production of the show, including but not limited to all lighting, sound, video, Ring, Ring mat, venue labor personnel, event credentials and catering. The Venue will be responsible for providing in-house production technicians, an operations technician, light and sound technicians, Security, Police, Fire Rescue/EMS, Cleaning and COVID-19 sanitizing of Venue's Site (those areas utilized by Promoter), at Promoter's expense. When referring to the Venue's Site in connection with any advertising or promotion, Promoter shall use the name "Hard Rock Live at Seminole Hard Rock Hotel and Casino". The Venue shall provide to Promoter the authorized format for the Venue name and logo and the Promoter shall have the right to include such authorized copy, art work and formats in advertising and promotional material related to the Engagement. For the avoidance of doubt, Promoter shall be permitted to use such approved names, logos, copy, art work and/or formats, subject to prior written approval from the Venue, not to be unreasonably withheld or delayed, before distribution.

The Engagement (including all rehearsals and other productions relating thereto) may be recorded for future use and/or televised/streamed live without origination fee due or payable to the Venue. During the Engagement, the Venue hereby grants to Promoter the right to enter and photograph the Site (HRL) by film, videotape, and/or still photography and to make-sound recordings at the Site (the results of which are collectively referred to herein as "Recordings"). Venue does hereby acknowledges that any and all Recordings, and other media formats whether now known or hereafter invented, and all rights appertaining thereto, are from the moment of inception entirely the property of Promoter, its successors and assigns, absolutely and forever, for any and all copyright (the "Copyright"), Copyright term and all extensions and renewal terms of Copyright whether now existing or hereafter created throughout the world, and for all uses and purposes whatsoever, free from the payment of any royalty or compensation whatsoever to Venue.

9. **Sound. Lighting and Equipment:** The Promoter will load in all necessary equipment commencing at 8:00a.m. on May 6, 2024. Unless otherwise noted and agreed upon, the Venue will provide the necessary crew at Promoter's expense to assist with equipment setup. Promoter shall remove all equipment and property from the Venue site by 2:00AM Wednesday, May 8, 2024. The Venue will provide all house personnel necessary for the Engagement deemed necessary by the Venue consistent with similar shows at Promoter's cost (this includes - In house labor, security, EMT, Police, cleaning, and COVID sanitizing), at the rates set forth in Section 6 above. Venue requires a Promoter representative (to be designated by Promoter) for the shows, to advance with house personnel, and must be present during working hours from load in to load out. Personnel required to operate sound and lighting equipment at Promoter's expense will be mutually agreed upon by the Venue and the Promoter.

10. Indemnification:

- Promoter shall defend and indemnify Venue and its parent, subsidiaries and related entities, and their respective officers, agents, employees and volunteers (collectively "Venue Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including outside attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to (1) the use of Venue's Site covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Promoter or its officers, employees, agents, contractors, licensees or servants or (2) any breach of this Agreement by Promoter. Promoter shall have no obligation, however, to defend or indemnify Venue Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the negligence or willful misconduct of Venue Parties and/or any pre-existing structural defects of the Site. Further, Promoter assumes liability for, and shall indemnify, defend, protect, save and hold harmless the Venue and its officers, agents, subcontractors and employees from and against any and all liabilities, claims, judgments, damages, and losses, including all costs, fees, and expenses incidental thereto, arising out of any claims asserted by Promoter's officers, employees or agents, which are in any way related to COVID-19. Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. 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.
- b. Venue shall defend and indemnify they and their respective officers, agents, employees and volunteers (collectively "Promoter Parties"), against any and all Claims, which arise out of or are in any way connected to (1) any act, error, omission or negligence of the Venue or its officers, employees, agents, contractors, licensees or servants or (2) any breach of this Agreement by Venue. Venue shall have no obligation, however, to defend or indemnify Promoter Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the negligence or willful misconduct of Promoter Parties. Further, Venue assumes liability for, and shall indemnify, defend, protect, save and hold harmless the Promoter Parties from and against any and all liabilities, claims, judgments, damages, and losses, including all costs, fees, and expenses incidental thereto, arising out of any claims asserted by Venue's officers, employees, agents or contractors, which are in any way related to COVID-19.
- c. Venue and Promoter each agree to use commercially reasonable efforts to mitigate the impact and transmission of COVID-19 during the engagement and related activities contemplated herein. Venue agrees to comply with all applicable federal, state, municipal and local laws, rules, ordinances, regulations and requirements relating to the Coronavirus (COVID-19).
- 11. <u>Insurance:</u> The Promoter shall procure and maintain for the duration of this Agreement the following required insurance, with insurers' financially acceptable and lawfully authorized to do business in the states where Venue, conducts operations. Such coverage shall protect Promoter against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which may arise from

services performed by or on behalf of the Promoter, his agents or representatives.

Promoter's insurance coverage shall include the following minimum limits and coverage (unless higher limits required by law or statute):

1. Commercial General Liability (including umbrella or excess liability):

- a. \$1,000,000.00 per occurrence, bodily injury and property damage liability; \$1,000,000,00 per offense. personal and advertising inJury liability: \$1,000,000 products and completed operations policy aggregate and \$2,000,000 policy general aggregate applicable to lines other than products and completed operations.
- b. Insurance on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form* CG 0001 ©, current edition.

2. Automobile Liability

- a. \$1,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage.
- b. Insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the Promoter. The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy form CA 0001* ©, current edition.

3. Workers' Compensation and Employer's Liability

- a. \$1,000,000.00 per accident for bodily injury by accident or disease, including \$1,000,000.00 disease aggregate.
- b. Insurance as is required by statute or law, or as may be available on a voluntary basis.

The funding of deductibles and self-insured retentions maintained by Promoter shall be the sole responsibility of Promoter. Self-insured retentions in excess of \$50,000.00 must be declared to and approved by the Venue. The Venue must be included as an additional insured under Promoter's Commercial General Liability policy. Insurance is to be placed with insurers with a current **A.M.** Best's rating of not less than A- VII, unless otherwise approved by the Venue.

Promoter agrees to waive all rights of subrogation against the Venue as respects loss, damage, claims, suits or demands, howsoever caused:

- a. To property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by the Promoter or the Promoter's employees, agents or subcontractors; and
- b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance maintained by the Promoter. This waiver shall apply to all first party property, equipment, vehicle and worker's compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Promoter agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the Venue.

Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) calendar days' written notice to the Venue by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

Promoter shall furnish the Venue with a certificate of insurance evidencing the required coverage endorsed to Seminole Tribe of Florida dba Seminole Hard Rock Hotel & Casino – Hollywood, One Seminole Way, Hollywood, Florida 33314, at least 21 days prior to the event taking place. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to the Venue prior to the expiration of the required insurance policies. These endorsements include, but are not limited to, the endorsement forms for the additional insured and the waiver of subrogation regarding the General Liability.

- 12. Copyright Indemnification: The Promoter shall comply fully with any and all applicable tribal, local, state, and federal laws, regulations, rules, constitutional provisions, and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The Promoter shall indemnify, defend, protect, and hold harmless the Venue Parties of and from any and all Claims arising from the use of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other applicable laws of the United States. The foregoing indemnity shall apply regardless of the means of publication or performance by the Promoter, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.
- 13. <u>Pyrotechnic Devices:</u> No Pyrotechnic devices shall be used without the prior express written consent of the Tribe. Any such devices shall be subject to applicable tribal laws. Promoter shall be responsible for obtaining all applicable permits from the Seminole Tribe of Florida, and the Venue agrees to provide reasonable assistance to Promoter as needed.
- 14. <u>Hazardous Material:</u> The Promoter shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and/or from the show. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable tribal, local, state or federal law.
- 15. <u>Use of Venue's Name:</u> Except as otherwise set forth in Section 8 of this Agreement no form of the Venue's name shall be used by Promoter in promotional materials, announcements, signs, or other forms of communication or advertising, without the Venue's express prior written permission, not to be unreasonably withheld or delayed.
- 16. <u>Administration of Agreement:</u> This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For VENUE: Hard Rock Live
Address: 1 Seminole Way

Hollywood, Florida 33314

ATTN: VP of Entertainment

For PROMOTER: Broward College Address: 3501 Davie Road

Davie, Florida 33314

ATTN: Dr. Donald Astrab

- 17. **Notice:** All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid or (c) electronic mail. Service shall be considered given when received if personally served or, if mailed, on the fifth day after deposit in any U.S. Post Office or, if sent via electronic mail, when delivered. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.
- 18. <u>Public Records</u>: Venue acknowledges that Promoter Is subject to the public records laws of Florida, including records retention requirements. Both parties shall comply with the provisions of Chapter 119, Florida Statutes, as applicable.
- 19. Non Performance Not a Default: Neither Promoter nor Venue shall be liable for failure to perform if such failure is caused by, or due to, accidents, riots, strikes, epidemics, pandemics including COVID-19, acts of God,

Force Majeure or any other legitimate condition beyond Promoter or Venue's control. Promoter and Venue agree to use commercially reasonable efforts to renegotiate the Agreement, per mutual agreement, to amend the date(s) and other terms, if the performance of this Agreement is rendered impossible. If the parties cannot reach a mutual agreement following good faith negotiations during a period of ten (10) calendar days, pursuant to this Section 18, the parties will bear their own respective expenses and will be released of any further obligations hereunder, and the Venue will immediately return to the Promoter any deposits previously paid.

- 19. <u>Termination for Cause:</u> In the event that after the execution of this Agreement, Promoter or any authorized agent of Promoter takes any voluntary action, which in the Venue's reasonable discretion, renders impossible substantial performance of Promoter's contractual duties hereunder, and the Promoter fails to cure any such action within ten (10) calendar days following written notice from the Venue, then Venue may cancel the Engagement, or any portion(s) thereof, and Promoter shall pay for any and all actual costs and expenses incurred by the Venue in connection with the Engagement and/or actual damages and claims arising from such cancellation. Any such cancellation shall be without prejudice to Venue's other rights and remedies hereunder. Any uncured breach or anticipatory breach of this Agreement by Promoter shall be deemed a material breach.
- 20. <u>Independent Contractor:</u> Both Parties shall be considered Independent contractors and nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Agreement. The Parties are responsible for compliance with all applicable laws and regulations relating to the performance of the Agreement. Promoter shall control the times and division of the performance and engagement. Promoter shall control the manner, means, and details of such performance.
- 21. <u>Defacement/Damage to Venue's Site:</u> Promoter shall not injure or mar, or in any manner deface the Site, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein without the Venue's prior written consent, not to be unreasonably withheld or delayed. If Venue's Site, or any portion of said building or grounds, during the Engagement, shall be damaged by the act, default or negligence of Promoter or by the Promoter's agent employees, patrons or any person or persons admitted to said Site by said Promoter, the Promoter will pay to Venue such additional sums as shall be necessary to restore said Site to their original condition, ordinary wear and tear excepted, except to the extent caused by Venue's employees, representatives, contractors and/or agents not operating under the control or direction of Promoter. Promoter hereby assumes full responsibility for the character, acts and conduct of all persons admitted to Venue's Site or to any portion of said building and grounds by consent of Promoter or by or with the consent of Promoter's employees or any person acting for or on behalf of said Promoter and the Venue agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the Venue. An inspection of the Venue's Site shall be conducted with representatives of Venue and Promoter prior to and after the Engagement to determine condition of the Venue's Site and any damage thereto. Failure to conduct an inspection does not relieve Promoter of its obligations herein.
- 22. Occupancy Interruption: In case the Venue's Site or any part thereof shall be destroyed or damaged by fire, tropical storm, hurricane or any other cause beyond the Venue's control, or if any casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Venue impossible, then and thereupon, this Agreement will terminate, the Venue will promptly return to the Promoter any previously paid deposits, the Promoter shall not pay the remaining portion of the Fee, and the Promoter hereby waives any claim for damages or compensation should this Agreement be so terminated. Promoter may, with the approval of the Venue (not to be unreasonably withheld or delayed) leave exhibits, equipment, or show material in the Venue's Site during an occupancy interruption, but Promoter assumes full responsibility in accordance with the above. Should it become necessary in the reasonable judgment of the Venue to evacuate the Site because of a bomb threat or for other reasons of public safety, the Promoter will retain the possession of the Site for sufficient time to complete presentation of its activity without additional charge providing such time does not interfere with another schedule use of the Venue's Site. If it is not possible to complete presentation of the activity, fees shall be forfeited, prorated, or adjusted upon mutual agreement of the parties taking into account the value of the space rental and services rendered and the situation and the Promoter hereby waives any claim for damages or compensation from Venue.
- 23. **Assignment:** No portion of this Agreement or any of the work to be performed hereunder may be assigned by either party.

- 24. **Compliance With Applicable Laws:** Each party agrees to comply with all applicable tribal, federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to it.
- 25. <u>Permits/Licenses</u>: Promoter and all of Promoter's employees or agents shall secure and maintain in force such applicable permits and licenses as are required by applicable law in connection with the production of the Engagement pursuant to this Agreement. Venue will provide reasonable assistance with any applicable permits and licenses.
- 26. **Non-Waiver:** The failure of Venue or Promoter to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 27. **Severability:** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 28. **Governing Law/Venue:** The terms and conditions of this Agreement shall be governed by the applicable laws of the Seminole Tribe of Florida, State of Florida, and United States of America.
- 29. Disputes: The Venue's decision in all matters will be final if consistent with the intent expressed by this Agreement and the documents, if any, incorporated herein by reference. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be settled by mediation, which may be initiated by either party upon written notice to the other party. All mediation proceedings shall be held at the governmental headquarters of the Seminole Tribe of Florida located within the confines of the Hollywood Seminole Indian Reservation, Broward County, Florida. The Mediator will be selected upon the agreement of the parties. The parties and the Mediator shall maintain strict confidentiality with respect to any mediation proceeding. Nothing that transpires during the mediation proceeding is intended in any way to affect the rights or prejudice the position of any of the parties to the dispute in any future proceeding. The Mediator is authorized to end the mediation whenever further efforts at mediation would not contribute to a solution of the dispute between the parties. A written report of the mediation process will not be prepared by the Mediator. Thee shall be no record, electronic or otherwise, of the mediation proceeding. The Mediator's fee or time charge rate will be established at the time of selection or appointment. The expenses of the witnesses for either side shall be paid by the party providing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness, or the costs of any proofs or expert advice produced at the direct request of the Mediator, shall be shared equally by the parties unless they agree otherwise. Neither party shall institute litigation while the mediation proceeding is pending. Any written settlement agreement of the parties that emerges from mediation shall be final and binding once fully executed, and the contents of which shall be maintained in strict confidentiality. The mediation proceeding shall be deemed terminated if, and when: (a) the parties have not executed a written settlement agreement within forty-five (45) calendar days following conclusion of the mediation formal meeting (which deadline may be extended by mutual agreement), or (b) either party serves on the other party and on the Mediator a written mutual agreement), or (c) either party serves on the other party and on the Mediator a written notice of withdrawal from the proceedings. The Mediator shall apply all applicable laws in conducting the mediation proceedings, and in assessing the respective positions of each party to the mediation in an effort to bring about a voluntary resolution of the dispute. In addition to the foregoing, nothing contained herein is intended to constitute a consent or agreement of any kind or nature other than the mediation proceedings expressly contemplated by this paragraph as the sole means to resolve any controversy, claim or dispute arising out of or relating to this contract or any alleged breach thereof. Any unresolved controversy or claim arising out of or relating to this Contract or breach thereof, including without limitation any dispute concerning the scope of this clause, will be settled by the Federal Courts of Florida. Any award shall be limited to actual damages; punitive damages shall not be awarded. This Agreement is intended to be binding upon the signatories hereto and their successors and assigns.
- 30. <u>Attorney's Fees:</u> If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and

any bankruptcy or insolvency proceedings.

- 31. <u>Alterations or Variance:</u> No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.
- 32. **Entire Agreement/Amendment:** This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at the Hollywood Seminole Indian Reservation, Broward County, Florida and Miami-Dade County, Florida as of the date hereinabove first written.

PROMOTER: THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

BY: NAME: Donald listral

NAME: TITLE Interim President

DATE: 4/24/2024

VENUE/TRIBE: SEMINOLE TRIBE OF FLORIDA D/B/A SEMINOLE HARD ROCK HOTEL & CASINO – HOLLYWOOD

BY: Andrew Saundery
NAME: ANDREW SAUNDERS
TITLE: VP OF ENTERTAINMENT
DATE: April 30, 2024

EXHIBIT A

RULES AND REGULATIONS

The following rules and regulations shall serve as operating standards and requirements for the Site. No exceptions to these policies shall be made unless mutually agreed-upon in writing by the Parties in advance of the Engagement.

Activations / Installations:

- All activations and installations that Promoter wishes to execute in connection with the Engagement and surrounding activities are subject to pre-approval by Venue and Site management ("Management"). Such approval must be confirmed no later than two (2) weeks prior to the Engagement.
 - Pop-up tents and/or overhead structures such as roofs are not permitted.
 - Any activation or installation featuring any form of drapery must have a current fire retardant certificate attached.
 - o Venue reserves the right to relocate or remove any of Promoter's or Promoter's third-party partner's activations, even if pre-approved, if considered reasonably unsafe at any time.
 - o Samples distributed from any activations or installations are subject to the same pre-approval by Venue staff. Alcoholic beverages cannot be distributed as samples.
 - o Games of chance, such as raffles or drawings, regardless of monetary value, are not permitted at the Venue under any circumstances.
 - o Drones are prohibited throughout the Venue and Site. If Promoter wishes to seek an exception to this policy and request pre-approval for drone use, this shall be subject to Venue's sole discretion, and additional requirements such as licensing/permitting for the drone and/or its operator will apply.
- Any and all signage, banners, and/or logo displays must be pre-approved by Site Management, with approval not to be unreasonably withheld or delayed.
 - No Site signage may be covered without prior written approval by Site Management.
- No activations, installations, or signage related to the Engagement, which are subject to pre-approval by the Site, may obstruct emergency equipment, fire exits, or fire equipment, including fire hoses and fire pull boxes.
- No motor vehicle shall be operated within the Site without prior written approval by Management. Display
 of any motor vehicles must also be pre-approved by Management and Seminole Tribe of Florida Fire
 Inspector.

Vendors / Staff / Labor:

- All contractors and/or labor service providers operating at the Site related to the Engagement must be approved by Management, with approval not to be unreasonably withheld or delayed.
 - All such parties must conform to all safety, security, and insurance requirements (pursuant to this Agreement).
 - Promoter shall be responsible for all third-party vendors, and shall ensure compliance by such vendors with all Site requirements and payment of associated costs, including insurance, pursuant to this Agreement.
 - Promoter agrees to reimburse Site for any expenditures paid directly by Venue to third-party vendors on behalf of Promoter.
- Stagehand labor is an additional cost, as outlined in this Agreement. Stagehand labor will be scheduled
 by Venue and paid for by Promoter. The number of stagehands required must be mutually determined by
 Promoter and Venue.

- Rigging within the Site, including any equipment attached and/or suspended from the building structure, must be completed by Site's preferred vendor, without exception.
- Safety harnesses must be worn anytime an individual is six-feet or higher from the ground. This includes
 work on Site's balcony ledges, in scissor lifts, bucket lifts, on scaffold, while on truss, or climbing any
 structure whatsoever.
 - Any individual operating a scissor lift or forklift must present a current certification.

Access:

- Production staff related to the Engagement may enter the Site through the loading dock entrance or the main casino entrance, and will be subject to security screening.
- Promoter's own personnel and/or staff must display a visible credential to identify themselves upon arrival.
 Site may be able to provide such credentials, given approval by Venue at Promoter's advance request.
- No individual will be allowed entry into the Engagement or any area of the Site without a visible credential
 to verify their affiliation with Promoter/the Engagement.
- Backstage access is strictly limited to Promoter's production staff, performers, security, and Site staff.
- Engagements featuring more than four (4) performers/groups must utilize a different credential for each individual performer/group. When each performer/group has concluded their involvement in the Engagement (i.e. their performance), they and any related staff must remain in their assigned dressing room(s), return to the seating area of the Site with a ticket for a designated seat, or exit the Site. Performers and any related staff that have concluded their involvement in the Engagement may not remain side-stage, backstage, or in any other area that is not outlined above.

Equipment:

 Promoter will be responsible for directly ordering and paying for any necessary equipment that is not available within Site's production equipment inventory. Site will not be responsible for any external rental equipment utilized by Promoter.

Press:

- All press materials (including but not limited to press releases and media alerts) bearing Venue's name or related names must be submitted no later than forty-eight (48) hours prior to desired distribution time to Venue's public relations team for advance approval. Materials can be sent to hwhr.media@seminolehardrock.com.
- Should Site receive any media requests, Venue's public relations team will share such inquiries with Promoter for review and approval within seventy-two (72) hours before the Engagement.
- All photographers and/or videographers at the Engagement must be escorted while in the Venue.
 Photography is only permitted within the Site itself (Hard Rock Live), subject to Promoter's advance approval. Any photography/videography/media outside of Hard Rock Live is strictly prohibited. Violators will be subject to removal from premises.

Catering and Hospitality:

- Promoter may arrange catering for backstage dressing rooms and/or green room through a third-party vendor at Promoter's own expense. If Promoter hires an outside catering vendor of their choice, the vendor may be required to undergo inspection by the Seminole Fire Department and Seminole Health and Safety Department.
- Catering for backstage dressing rooms and/or green room may also be arranged through Site's preferred caterier at Promoter's own expense. Promoter will be responsible for all coordination with Site's preferred catering vendor.
- Site's own food and beverage department will not supply any items related to catering or backstage hospitality for performers or otherwise. This includes ice, glassware, cups, dishes, and/or utensils.

Any alcoholic beverages (including but not limited to beer, wine, and liquor) if requested for a performer's
dressing room (and not to be offered for sale in any capacity) will be subject to a corkage fee as
determined by the Venue's policy. Alternatively, alcoholic beverages may be purchased by Promoter
directly from the Site, subject to Site's rates.

Parking:

- Site has limited parking backstage. Promoter is limited to ten (10) parking passes for working personnel
 that will permit vehicles to park in a designated parking area. Site production staff will provide a parking
 map in advance of the Engagement.
- Promoter must submit a list of names and phone numbers for working personnel that require backstage
 parking. This list must be submitted to Site production staff no later than two (2) weeks prior to the event.
- Parking passes will be distributed at Site's security monitor room, located at the loading dock.
- Any vehicle parked backstage at the Site without a parking pass will be towed and impounded without exception. Vehicles dropping off performers for the Engagement must relocate after the drop-off and cannot remain at the Site's loading dock.
- Any individuals violating Site's parking protocol will be subject to law enforcement action.

General Requirements:

- Promoter must have adequate staff to execute the Engagement, including but not limited to: a stage manager, production manager, hospitality/talent manager, and show director.
- Promoter may schedule a site survey and/or walk-through with Management in preparation for the Engagement. This is limited to one (1) walk-through for production and one (1) walk-through for activations/front-of-house, which may occur on the same day. Such surveys/walk-throughs must take place during normal business hours (9AM-5PM) with a Site representative, and cannot occur when another event is taking place at the Site.
- All floor plans for the Engagement and related activities are subject to approval by Site Management and/or the Seminole Tribe of Florida Fire Inspector.
- Promoter must provide Management with production schedules for the Engagement no later than three
 (3) weeks prior to the Engagement.
 - o Promoter must provide Management with a detailed run of show (day of Engagement schedule) no later than one (1) week prior to the Engagement.
- All ticketing functions shall be managed by the Site box office. For the avoidance of doubt, Site has an
 exclusive ticketing vendor relationship with Ticketmaster. No exceptions can be made to Site's exclusive
 ticketing vendor.
- Site is a non-smoking facility. Only designated outdoor areas may be used for smoking.

Following conclusion of load-out of the Engagement, an inspection of the Site will be performed with both Promoter and Venue representatives. Promoter will be required to compensate Venue as is reasonably necessary for any abuse or damage to the Site, excluding normal wear and tear.

Additional requirements for the safety and successful operation of the Engagement, as deemed reasonably necessary by Venue and/or Site staff, may apply. Promoter will be provided with explicit notice of any such additional requirements.

$\frac{\text{EXHIBIT B}}{\text{EVENT DESCRIPTION, SCALING AND SETTLEMENT}}$

Intentionally Deleted / Not Applicable.



SOLE SOURCE JUSTIFICATION

FROM:	DATE:
Lauren Adamo	2/1/24
DEPARTMENT:	SOURCE:
Student Life	Seminole Hard Rock Hotel & Casino Hollywood

Under the requirement of College Policy 6Hx2-6.34 this sole source justification is submitted in support of this request to procure referenced items without bidding due to the item(s) or service(s) being available from only the listed source. If item/service is being acquired from manufacturer/copyright holder, supporting documentation must be attached to this form.

DEFINE SOLE SOURCE ITEM(S) OR SERVICE(S):						
Seminole Hard Rock Hotel & Casino Hollywood Services:						
The Hard Rock will serve as the location for our Spring 2024 graduation. They will provide the venue, staffing, and some lighting and production needs.						
State the reason(s) why the item(s) or service(s) are not competitive and are available only from the source referenced above.						
EXPLANATION OF SOLE SOURCE NATURE:						
We explored a number of other locations for graduation and have limited options for the Spring 2024 ceremony.						
The Fort Lauderdale Convention Center is above budget.						
The Fort Lauderdale Convention Center is above budget. The Amerant Arena is not able to accommodate us due to the Panthers' schedule.						
The Amerant Arena is not able to accommodate us due to the Panthers' schedule.						
The Amerant Arena is not able to accommodate us due to the Panthers' schedule.						
The Amerant Arena is not able to accommodate us due to the Panthers' schedule.						
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The Amerant Arena is not able to accommodate us due to the Panthers' schedule.						
The Amerant Arena is not able to accommodate us due to the Panthers' schedule.						

Sole source justifications are retained with the purchasing documentation for audit purposes and are included in any request for approval submitted to the President and/or Board of Trustees.

REQUESTING DEPARTMENT HEAD: Lauren Adamo	SIGNATURE: Lauren Adamo	DATE: 2/9/24
DEAN/AVP:	SIGNATURE:	DATE:
PROVOST / VICE-PRESIDENT Janice Stubbs	SIGNATURE Janica Stubbs	DATE: 02/09/2024
		•

Graduation Venue Selection

Lauren Adamo < ladamo@broward.edu>

Fri 2/9/2024 3:40 PM

To:Gissel Spilfogel <gspilfog@broward.edu>

I wanted to personally update you on the progress regarding the venue selection for the upcoming Spring 2024 graduation ceremony.

After careful deliberation and extensive research, I am pleased to inform you that we have finalized Seminole Hard Rock as the venue for our ceremony. This decision was not made lightly, as we understand the importance of choosing a location that can accommodate both our graduating students and their families.

As you may be aware, the sheer number of graduates and anticipated guests posed a significant challenge in finding a suitable venue within Broward County. Despite this obstacle, we dedicated considerable time and effort to explore all available options and thoroughly evaluate their feasibility.

Ultimately, Seminole Hard Rock emerged as the most viable choice for several reasons. Not only does it offer ample space to accommodate our large gathering, but it also provides accessibility and affordability that surpass other venues in the area. We believe that by selecting Seminole Hard Rock, we can ensure a memorable and inclusive ceremony for all involved.

If you have any questions or concerns regarding the venue or any other aspect of the graduation ceremony, please do not hesitate to reach out to me directly.



Lauren Adamo

Interim Senior Director, Student Engagement, Broward College

E: ladamo@broward.edu | W: broward.edu

A: 3501 Davie Road Davie, FL 33314









Amerant Arena

Lauren Adamo < ladamo@broward.edu>

Mon 2/19/2024 9:26 AM

To:Gissel Spilfogel <gspilfog@broward.edu>

The Amerant Arena does not reserve events for outside guests during their potential hockey playoffs due to the unpredicatability of the schedule. You can see last year, the regular season was extended from April – June 13.

For this reason, Amerant is unable to accommodate us.

https://www.google.com/search?

<u>q=nhl+playoffs+2023&rlz=1CDGOYI_enUS694US694&oq=nhl+playoffs+&gs_lcrp=EgZjaHJvbWUqDwgGEAAYQxixAx</u> <u>iABBiKBTIGCAAQRRg5MgYIARBFGDwyDQgCEAAYkQIYgAQYigUyDQgDEAAYgwEYsQMYgAQyDQgEEAAYkQIYgAQYigU</u> <u>yDQgFEAAYgwEYsQMYgAQyDwgGEAAYQxixAxiABBiKBTINCAcQABiRAhiABBiKBTINCAgQABiRAhiABBiKBTINCAkQABi</u> RAhiABBiKBdIBCDU4NThqMWo0qAlAsAlA4gMEGAEgXw&hl=en-US&sourceid=chrome-mobile&ie=UTF-8#sie=lg;/g/11q4c13lqq;7;/m/05gwr;mt;fp;1;;;



Lauren Adamo

Interim Senior Director, Student Engagement, Broward College

E: ladamo@broward.edu | W: broward.edu

A: 3501 Davie Road Davie. FL 33314















Fw: Broward College Graduation SMG Response

Gissel Spilfogel <gspilfog@broward.edu>

Tue 2/20/2024 12:20 PM

To:Orlando Aponte <oaponte@broward.edu> Cc:Lauren Adamo <ladamo@broward.edu>

Hello Orlando,

I've just received an email from the Convention Center, right after I sent you the email explaining why we're considering using the Hard Rock for the upcoming graduation. SMG is confirming that prices are higher this year, and the quote will be much higher than the ceremony held in 2023.

Please let me know if I can attach this email and proceed with MT11902.

Thank you,

From: Alphonse Stalliard <astalliard@ftlauderdalecc.com>

Sent: Tuesday, February 20, 2024 12:15 PM **To:** Lauren Adamo < ladamo@broward.edu>

Cc: Gissel Spilfogel <gspilfog@broward.edu>; Melissa Quintero <mquintero@ftlauderdalecc.com>

Subject: RE: Broward College Graduation

CAUTION: This email originated from outside of Broward College. DO NOT click links or open attachments unless you are expecting the information and recognize the sender.

Good Afternoon Lauren,

I hope the new year is treating you well. Its true some of our costs have gone up since last year. I've cc'd Melissa, in sales, to look at pricing and availability for the dates below. Let me know if you have any questions.

Sunny Days,

Alphonse Stalliard

Event Manager



E: astalliard@ftlauderdalecc.com O: 954.302.8843

www.ftlauderdalecc.com



ASM Global is the world's leading producer of entertainment experiences. It is the global leader in venue and event strategy and management—delivering locally tailored solutions and cutting-edge technologies to achieve maximum results for venue owners. The company's elite venue network spans five continents, with a portfolio of more than 350 of the world's most prestigious arenas, stadiums, convention, and exhibition centers, and performing arts venues. For more information, please visit https://www.asmglobal.com/

From: Lauren Adamo < ladamo@broward.edu> Sent: Monday, February 19, 2024 9:43 AM

To: Alphonse Stalliard <astalliard@ftlauderdalecc.com>

Cc: Gissel Spilfogel <gspilfog@broward.edu> Subject: RE: Broward College Graduation

CAUTION:EXTERNAL EMAIL

Greetings Alphonse,

I hope you are doing well. We were asked to get competitive quotes for our Spring Graduation Ceremony which would be May 6 and May 7, 2024. In all honesty, I had not originally reached out because last year expenses were over \$240,000 putting your venue far beyond our budget.

Can you please let me know if the Convention Center would 1- be available for May 6-7, 2024? **If yes**, can you please let me know if you can write something to the affect that we were told pricing would be greater than that of previous years due to discounts we were given in the past that will no longer be offered. Rick did state this, but I cannot find where he said that.

Your assistance is appreciated.

Please Note: Due to Florida's very broad public records law, most written communications to or from College employees regarding College business are public records, available to the public and media upon request. Therefore, this email communication may be subject to public disclosure.



Lauren Adamo

Interim Senior Director, Student Engagement, Broward College

E: <u>ladamo@broward.edu</u> | <u>W: broward.edu</u>

A: 3501 Davie Road Davie, FL 33314









Please consider the environment before printing this email.