



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

TUESDAY, APRIL 22, 2025 8:30 AM
Kathleen C. Wright Building
600 Southeast Third Avenue, Board Room
Fort Lauderdale, Florida 33301

AGENDA FOR SPECIAL SCHOOL BOARD MEETING

SPECIAL SCHOOL BOARD MEETING CAN BE VIEWED VIA LIVE STREAM OVER THE INTERNET ON THE DISTRICT'S WEBSITE (www.browardschools.com).

School Board meetings will be held with Board Members being physically present and via electronic communication. This advertised Special School Board Meeting will be accessible virtually. **Public Written Agenda Comments- Members of the public may submit public written comment by visiting the District's webpage at www.browardschools.com/publicparticipation. Public Written Agenda Comments must be submitted no later than 1:00 p.m. the day before the published date of the School Board Meeting or Workshop. Anonymous comments will not be accepted; therefore, written comments must include the person's name, city of residence, and zip code. Written agenda comments may not exceed a maximum of twenty-two hundred and fifty (2250) characters.** Pursuant to School Board Policy 1020, the public may speak a total of twelve (12) minutes during any single meeting, not including committee reports. Additionally, in the event a large group of individuals (ten (10) or more) sign-up to speak on any one agenda item, the Board Chair has the authority to adjust the time limit for each speaker to speak less than the three (3) minutes usually permitted or limit the overall time speakers will be heard on that item.
Free guest parking is available at the southeast 3rd Avenue parking lot on all School Board meeting dates.

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

ADDED / CHANGED ITEMS

CLOSE AGENDA

PURPOSE OF MEETING

For The School Board of Broward County, Florida to conduct official business of the District, and any other items the Board deems necessary.

SUPERINTENDENT'S RECOMMENDATION(S)

1. RFQ-FY20-192 - Program Manager Owner Representative Services

Approve the Fourth Amendment to the Agreement between The School Board of Broward County, Florida (SBBC) and AECOM Technical Services, Inc., for Program Manager Owner Representative Services for \$9,674,946.60, concluding on January 17, 2026, unless further extended by future Board action. District - wide.

[Executive Summary.pdf](#)

[Fourth Amendment.pdf](#)

2. 2025 Graduation Use License Agreement with Nova Southeastern University

Approve the 2025 Graduation Use License Agreement with Nova Southeastern University, Inc. to conduct seventeen (17) graduation ceremonies from May 29 - June 3, 2025. District wide.

[Executive Summary \(2\).pdf](#)

[Use License Agreement.pdf](#)

ADJOURNMENT

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or email eeo@browardschools.com.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or email eeo@browardschools.com. Language Interpretation/Translation Services are available for the public upon request to the Bilingual/ESOL Department by emailing ESOLRequests@browardschools.com.

Any person who decides to appeal any decision made at a meeting(s) announced by this Notice with respect to any matter considered at such meeting(s) will need a record of the proceedings and for such purpose may need that a verbatim record of the proceeding is made, which records testimony and evidence upon which the appeal is to be based.

Telephone conferencing or other telecommunications technology may be used in conducting this public meeting to permit absent Board Members to participate in discussions, to be heard by other School Board Members and the public, and to hear discussions taking place during the meeting.

Notice is hereby given that two or more Board Members of The School Board of Broward County, Florida, may be participating.



Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-04-22 Special School Board Meeting

CATEGORY: OO. Operations & Facilities**DEPARTMENT:** Procurement & Warehousing Services

Agenda Item Number:	1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:	RFQ-FY20-192 - Program Manager Owner Representative Services
REQUESTED ACTION:	Approve the Fourth Amendment to the Agreement between The School Board of Broward County, Florida (SBBC) and AECOM Technical Services, Inc., for Program Manager Owner Representative Services for \$9,674,946.60, concluding on January 17, 2026, unless further extended by future Board action. District - wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary. The fourth Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Fourth Amendment

FINANCIAL IMPACT:

\$9,674,946.60, which will be appropriated in the Fiscal Year 2025-2026 District Educational Facilities Plan. The financial amount represents a not-to-exceed agreement value.

STRATEGIC PLAN ALIGNMENT:**Student Focus Outcomes****OR • Business Operations****BOARD ACTION:**

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name: Wanda F. Paul	Phone: 754-321-2659
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations & Facilities Officer

Signature

Wanda F. Paul, Chief Operations & Facilities Officer Apr. 16,

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in

Open Board

Meeting On: April 22, 2025

By:

School Board Chair



For more information, please contact:

Name: Wanda F. Paul

Title: Chief Operations & Facilities Officer

Phone: 754-321-2659

EXECUTIVE SUMMARY

Recommendation to Approve Fourth Amendment and Third Extension
RFQ-FY20-192 - Program Manager Owner Representative Services

Board Meeting Date: April 22, 2025

Recommended Action

Approve the Fourth Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and AECOM Technical Services, Inc. for Program Manager Owner Representative Services for \$ 9,674,946.60, concluding on January 17, 2026.

District-zone Impact: District-wide

Impact if the Board Voted Yes or No

If the Board votes "Yes": The impact of this item, if approved, will allow the continued and uninterrupted management of the District's SMART and Capital Program.

If the Board votes "No": A delay in the approval of this item will delay the completion of the District's SMART and Capital Improvement Program.

Background/History

On July 21, 2020, the SBBC entered into an agreement with AECOM Technical Services, Inc. ("AECOM") to provide Program Manager - Owner's Representative Services ("PMOR")(the "Agreement"), with an initial term of three (3) years commencing on July 22, 2020, and ending on July 21, 2023, with an option to be extended for two (2) additional renewal periods, and if needed, extended an additional 180 days after the second renewal period.

On June 18, 2024(Board Item OO-38), the SBBC approved the Third Amendment of the Agreement which extended the term to July 21, 2025, and which reduced the "if needed" 180-day extension to 102 days (to October 31, 2025).

This Fourth Amendment seeks the SBBC's approval to reinstate the original "if needed" 180-day extension to January 17, 2026.



AECOM Key Activities and Progress on Capital Projects Over the Past Five (5) Years

Since coming on board in late August 2020, the AECOM team has performed services in accordance with its agreement. The following are key activities that have been affected:

- Three Hundred ninety-seven (397) projects are underway across the District from the original two hundred thirty-seven (237).
- Two hundred thirty-one (231) projects are complete and in closeout.
- One hundred forty-two (142) projects are actively under construction, which represents more than half of the total projects in the Capital Program. This represents the highest number of projects under construction in the history of the program.
- Nineteen (19) projects are in the Bid and Award phase prior to the issuance of the Notice to Proceed for Construction.
- Ten (10) projects remain in design.
- Three (3) projects are in predesign and three (3) are in planning. This was determined to require further assessment and input from stakeholders to determine the best path forward. Critical work will continue to move forward while the longer-term vision for the schools is being addressed.
- Over \$1 billion has been invested thus far in actual spending, and commitments have achieved \$1.6 Billion.
- The School Choice Enhancement Program (SCEP) has been completed, and two hundred thirty (230) projects have been delivered.

Program Improvements Made

Efforts are ongoing to increase efficiencies and enhance performance in the program including the following examples:

- eBuilder improvements have enhanced the processes that are necessary to manage a project efficiently including but not limited to financial management, change management, and overall program controls.
- Swing Space Concepts – AECOM implemented this program to: 1. To reduce project-specific timelines including reducing the number of summers where work must be performed. 2. Provide additional space for schools that are scheduled for renovations and have experienced increased enrollment with little internal swing space. 3. To improve health and safety by keeping staff and students separated from construction.
- Reduce Critical Path Schedules of the Roofing Program – In order to reduce the impact on occupants as well as reduce the duration of roofing work on projects AECOM worked with the manufacturers to provide an updated safety and a new



certification program to allow roofing work after hours.

- Development and Implementation of a Roof Carveout Program – 1. Added additional minority-qualified roofers. 2. Provided cost savings to the District of over \$3 million in construction costs. 3. Reduced timeline of the roof carve-out projects (based on the review of eight (8) projects from Notice to Proceed through Building Department finals, a reduction of six hundred ninety-two (692) days was recorded). 4. Expedited roofing projects that were faced with delays (such as prime contractors facing termination or legal impasse, while roofs were experiencing excessive leaks requiring emergency replacements by the roof carve-out program).
- Rooftop Equipment Condition Report – In order to ensure responsible fiscal management of the District's funds and to protect the project schedules, AECOM developed a rooftop equipment assessment program to address the replacement of rooftop equipment. This was the start of the collection of data for use under the ESSER grant program.
- District-wide Structural Inspection Program – Following the Rickards incident, AECOM developed a structural steel inspection pilot program. An RFQ was developed and is currently in negotiation for a recommendation of award.

Year 6 (Third Extension)

During previous negotiations, AECOM committed to forty-five percent (45%) Small/Minority/Women Business Enterprise (S/M/WBE) participation in its original proposal and is currently forecasting forty-eight percent (48%) for Year 6.

Classification	Firm	YR 6 % of Work
S/M/WBE	Bach	20%
S/M/WBE	Garth	23%
S/M/WBE	SDA	5%
	Grand Total	48%

AECOM's participation is twenty-two percent (22%) in the Year 6 proposal. It is the administration's strong belief that for the program to end successfully in 2026, Program Management is the responsibility of AECOM. Year 6 projected participation for AECOM and AECOM's Non-S/M/WBE sub-consultants:



Classification	Firm	YR 6 % of Work
Non-S/M/WBE	AECOM	22%
Non-S/M/WBE	Corradino	20%
Graduated S/M/WBE	Keith	10%
	Grand Total	52%

AECOM's proposal for this Amendment is \$9,674,946.60, which includes Year six (6) labor, other direct costs, and contingency. This six (6) month extension will result in a total proposed, not-to-exceed amount of \$123,586,384 for Year 1 through Year 6 of the Agreement.

YR 6 Labor	\$9,603,526.60
YR 6 Reimbursable	\$71,420
YR 6 Contingency	\$0
YR 5 Projected Labor & Reimbursable Carryover	\$(500,000)
Subtotal Total	\$9,174,946.60

YEAR 6 PROPOSAL		
FIRM	Sum of Amount	
AECOM	\$2,112,924.70	22%
BACH	\$1,921,065.69	20%
Corradino	\$1,920,257.42	20%
GARTH	\$2,208,853.87	23%
Keith	\$960,127.31	10%
S Davis	\$480,297.61	5%
		48%



AECOM's Years 1-6 S/M/WBE Forecasted Labor Plan is as shown in the table below.

YEARS 1-6		
BACH	\$20,509,730.71	
GARTH	\$27,320,161.62	
S Davis	\$6,549,586.37	
Grand Total	\$54,379,478.69	46%

The total labor cost projected is \$9,674,946.60; funding for the 2025-2026 fiscal year impacts of this item will be addressed in the next DEFP adoption. The S/M/WBE percentage is at 48% of the contract value.

Basic Services and Supplemental Services Increases for Year 6 Services

Since being engaged by the Board in July 2020, the AECOM team has supported moving the SMART Program forward with the following value-added PMOR services that will continue through this Extension:

- Continue to provide Program Management & Owners Representative Services.
- Manage all assigned Capital Projects providing Project and Construction Management staff.
- Continue to support the EDDC Department.
- Continue to provide comprehensive Project & Document Controls.
- Provide Change Order Reviews and Construction Claims support on District projects to ensure that they are in conformance with the Agreement and are equitable.
- Provide development and support on Bond Oversight Committee reports and meetings.
- Continue to provide e-Builder support in developing workflows for all functions to ensure efficiencies including providing e-Builder development, training, and customer support.
- Continue to provide project management, and construction management services on projects.
- Continue to bring solutions to the Board on various projects.
- Continue to provide policy recommendations to improve processes.



- Continue to provide changes to agreements/RFP/RFQ processes.
- Continue to provide innovative strategies for expediting work, minimizing schedule impacts, and maximizing cost savings through the use of non-conventional delivery methods.
- Continue to develop Request for Proposals for needs assessment for Long-Range Facilities Management Planning, roof carveouts, etc.

PMOR Staffing

AECOM continues to work to streamline staffing while meeting the good faith effort of the S/M/WBE goals of forty-eight (48) percent. AECOM's proposed staffing plan includes the following changes for the upcoming agreement year:

Position		FTE
AECOM		5.41
Report Writer		0.03
Program Director		0.50
Sr. PM		0.50
TL		0.50
TL		0.50
Sr Scheduler		0.08
Sr Scheduler		0.50
Sr Scheduler		0.50
Scheduler		0.03
PM		0.50
Sr. CC		0.50
Sr. PM		0.50
Director - Administration		0.50
Project Controls Analyst		0.28
BACH		7.85
S/W/MBE		0.50
S/W/MBE		0.50
CC		0.50
PM		0.35
PM		0.50
CC		0.50
CC		0.50
Board Coordinator		0.50
Cx Agent		0.50
Program Controls Lead		0.50



Position	FTE
CC	0.50
PM	0.50
Sr. PM	0.50
CC	0.50
EDDC	0.50
PM (Entitlement)	0.50
APM	0.50
CORRADINO	6.71
APM	0.50
APM	0.50
APM	0.50
CC	0.50
TL	0.50
Director Construction	0.50
PM	0.50
PM	0.50
PM	0.50
PM	0.50
PM	0.21
PM	0.50
Safety Manager	0.50
GARTH	10.28
Board Coordinator	0.50
Data Entry	0.50
Document Controls/Office Manager	0.50
Data Entry	0.50
Data Entry	0.50
Data Entry	0.50
Data Entry	0.50
Data Entry	0.50
Procurement	0.50
PM	0.50
PM	0.50
PM	0.50
Sr. PM	0.50
PM	0.50
APM/Change Order Coordinator	0.50
APM	0.50
APM	0.50
CC	0.50



Position	FTE
CC	0.16
CC	0.50
Communications	0.03
Communications	0.24
Communications	0.02
Communications	0.03
Communications	0.02
Communications	0.01
Communications	0.01
Communications	0.01
Communications	0.01
Communications	0.24
Keith	3.41
PM	0.50
Design Manager	0.50
PM	0.50
PM	0.45
APM	0.45
CC	0.50
Sr. PM (Entitlement	0.50
S.Davis	1.86
Commissioning Lead	0.50
APM	0.50
Sr. Project Accountant	0.50
PM	0.18
Estimator	0.18
Grand Total	35.52

***FTE:** Full Time Equivalent

Note: As the program moves into Year 6 staffing must be scalable according to the volume of work in the Program; thereby limiting the District's financial liability during periods when volume does not require an extensive staff. AECOM reserves its right to adjust roles and personnel based on the program's needs.

Alignment to 2027 Goals and Guardrails

Business Operations

Measurable Outcome(s)/Return on Investment

Approval of this item will allow ensure the seamless continuation of the District's SMART and Capital Program management.



Financial Impact

The financial impact is \$9,674,946.60, which will be appropriated in the Fiscal Year 2025-2026 District Educational Facilities Plan. The financial amount represents a not-to-exceed agreement value.

ACTION	DATE	TERM (months)	AMOUNT
Original spending authority request	7/18/2020	36	\$64,946,830
First Extension and Additional Spend Authority	6/13/2023	12	\$25,878,795
Second Extension and Additional Spend Authority	6/18/2024	12	\$23,085,812.31
Fourth Amendment and Third Extension	4/22/2025	6	\$9,674,946.60
Total Agreement Amount			\$123,586,384

**FOURTH AMENDMENT TO AGREEMENT FOR
PROGRAM MANAGER, OWNER'S REPRESENTATIVE SERVICES**

between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

and

AECOM TECHNICAL SERVICES, INC.

THIS FOURTH AMENDMENT to the Program Manager/Owner's Representative Services Agreement by and between The School Board of Broward County, Florida ("SBBC") and AECOM Technical Services, Inc. ("VENDOR" or "AECOM") (collectively, the "Parties") dated July 21, 2020 (the "Agreement"), is hereby entered into this 22nd day of April 2025.

WHEREAS, the Parties acknowledge and agree that the Agreement is in full force and effect as revised by the First Amendment dated July 18, 2023, and the Second Amendment dated February 21, 2024, and the Third Amendment dated June 18, 2024; and

WHEREAS, the initial term of the Agreement was for three (3) years, and upon mutual agreement of the Parties, could be extended via amendment for two (2) additional, one-year periods and, if needed, 180 days beyond the expiration of the renewal period (to January 17, 2026); and

WHEREAS, on July 18, 2022, the SBBC approved the First Amendment which exercised the first renewal option to extend the term of the Agreement for one (1) year from July 22, 2023, through July 21, 2024, conditioned upon AECOM's payment of 75% of the Total Contract Value (excluding specialized services) to its subconsultants (45% S/M/WBE, 30% local firms) by the end of Year 5, if the 5th year option was exercised; and

WHEREAS, on February 21, 2024, the SBBC approved the Second Amendment which permitted the change of the AECOM Program Director from Kathleen Langan to Michael McIntyre; and

WHEREAS, on June 18, 2024, the SBBC approved the Third Amendment to Agreement which exercised the second renewal option to extend the term of the Agreement for one (1) year from July 22, 2024, through July 21, 2025, and reduced the optional 180-day extension beyond the expiration of the renewal period to a 102-day extension (to October 31, 2025); and

WHEREAS, the Parties mutually desire to revert to the full 180-extension beyond the expiration of the current and final renewal period, thereby extending the term of the Agreement to January 17, 2026, and to further amend the Agreement as set forth in this Fourth Amendment.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and other good and valuable considerations, the Parties agree as follows:

1. **Recitals.** The recitals contained herein are true and correct and are incorporated herein by reference.

Fourth Amendment with AECOM Technical Services, Inc. (RFQ FY20-192)

2. **Term of Agreement.** Pursuant to section 2.01 of the Agreement the term of the Agreement is hereby extended for a period of 180-days commencing on July 22, 2025 (the "Effective Date") and concluding on January 17, 2026.

3. **Amended Provisions.** The Parties hereby agree to the following amended provisions to the Agreement, via interlineation, as follows:

Article 2.02 **Contract Documents and Priority of Documents.** All financial commitments set forth and identified in the *Executive Summary* associated with and part of the Board item for the Fourth Amendment are incorporated by reference into the Agreement.

In the event of a conflict between Contract Documents, the following priority of documents shall govern.

- A. This Fourth Amendment to Agreement; then
- B. The Third Amendment to Agreement; then
- C. The Second Amendment to Agreement; then
- D. The First Amendment to Agreement; then
- E. The Agreement; then
- F. RFQ FY20-192 - Program Manager – Owner’s Representative Services, inclusive of all its attachments, as may be amended via Addenda (the "RFQ"); then
- G. Statement of Qualifications submitted in response to the RFQ by VENDOR.

Article 2.03 **Cost of Services.** Fees shall be increased for this final 180-day extension as identified in the AECOM – Owner’s representative Services – Staffing Plan (hereinafter, "Staffing Plan") by a not-to-exceed amount of Nine Million, Six Hundred and Seventy-Four Thousand, Nine Hundred Forty-Six Dollars and Sixty Cents (\$9,674,946.60).

The total Cost to SBBC under this Agreement inclusive of costs for years 1 through 5, and including the 180-day extension, shall not exceed One Hundred Twenty-Three Million, Five Hundred Eighty-Six Thousand, Three Hundred Eighty-Four Dollars (\$123,086,384).

Upon agreement between AECOM and the Superintendent of Schools or his/her designee, and upon approval by the SBBC, the not-to-exceed fees set forth in the *Staffing Plan* may be reallocated amongst and between Staffing Groups and Contract Year, as deemed appropriate by AECOM as the program needs change. The Staffing Plan is attached hereto and incorporated herein as **Exhibit "A."**

Article 2.04 **Billing Instructions and Payment.** VENDOR shall use its best efforts to propose **two (2)** month look ahead documents which represent the most efficient, cost-effective use of personnel deemed necessary to meet both the VENDOR’s S/W/MBE contractual participation requirements and overall program management requirements.

Fourth Amendment with AECOM Technical Services, Inc. (RFQ FY20-192)

SBBC and VENDOR shall work together in good faith to agree upon each two (2) month look ahead staffing plan prior to its implementation. If such joint, good faith efforts are undertaken, SBBC shall not unreasonably withhold approval of the applicable staffing plan(s). If SBBC rejects VENDOR's proposed staffing plan(s), SBBC shall promptly respond to VENDOR with notice of such rejection.

Article 2.06 M/WBE Participation. For this final term extension, AECOM shall pay its subconsultants 78% of all amounts paid to AECOM by SBBC. The 78% amount is comprised of 48% to S/W/MBE subconsultants (Garth, BACH and SDA) and 30% to local firms (Keith and Corradino). AECOM shall appropriately, through contracts, task its S/W/MBE, Graduated S/W/MBE, and non-S/W/MBE Firms for Year 6 July 22, 2025, through January 16, 2026 with services as is required to perform under this Agreement the following percentages of the total amounts paid to AECOM by SBBC:

- i. S/W/MBE Firms
 - 1. Garth 23%
 - 2. BACH 20%
 - 3. SDA 5%
- ii. Graduated S/M/WBE Firm
 - 1. Keith 10%
- iii. Non-S/W/MBE Firms
 - 1. AECOM 22%
 - 2. Corradino 20%

4. Other Provisions remain in Force. Except as expressly provided herein, all other terms and conditions of the Agreement, First Amendment, and Second Amendment remain in full force and effect.

5. Authority. Each person signing this Fourth Amendment on behalf of either party warrants that he or she has full legal power to execute this Fourth Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Fourth Amendment.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth Amendment to Agreement on the day and year first above written.

SBBC

(Seal)

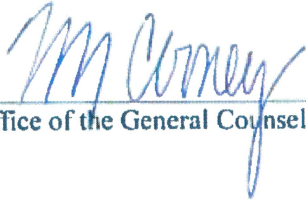
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Debra Hixon, Chair

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]



VENDOR

(Corporate)

AECOM TECHNICAL SERVICES, INC.

ATTEST:

PS

By:

Lusanna Ro

By:

Lusanna Ro, Assistant Secretary

Pedro Capestany,
Vice President, PPM, East Region

-or-

_____, Witness

_____, Witness

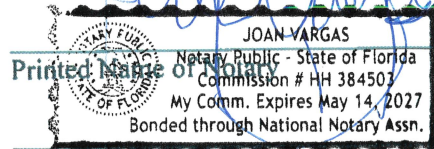
STATE OF DELAWARE

COUNTY OF NEW CASTLE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 11 day of April, 2025 by Pedro Capestany, Vice President, PPM East Region of AECOM Technical Services, Inc., on behalf of the corporation. He/she is ☐ personally known to me or has produced DL License (type of identification) as identification and who ☐ did/☐ did not first take an oath this _____ day of _____, 2025.

My commission expires:

Signature - Notary Public



(SEAL)

Notary's Commission No.

Fourth Amendment with AECOM Technical Services, Inc (RFQ FY20-192)



Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-04-22

Special School Board Meeting

CATEGORY: JJ. Capital Programs**DEPARTMENT:** Facility Planning & Real Estate

Agenda Item Number: 2.

Consent or Open Item: Open

Special Order: NO

Time for Special Order:

TITLE:**2025 Graduation Use License Agreement with Nova Southeastern University****REQUESTED ACTION:****Approve the 2025 Graduation Use License Agreement with Nova Southeastern University, Inc. to conduct seventeen (17) graduation ceremonies from May 29 - June 3, 2025. District wide.****RATIONALE:**

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

Executive Summary

Use License Agreement

FINANCIAL IMPACT:

\$478,027.42. The source of funds is the Athletics and Student Activities Department Operating Budget.

STRATEGIC PLAN ALIGNMENT:**Student Focus Outcomes**

Equity

OR Business Operations**BOARD ACTION:**

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name: Wanda F. Paul

Phone: 754-321-2659

Name:

Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Howard Hepburn, Superintendent of Schools

Signature

Wanda F. Paul, Chief Operations & Facilities Officer

Approved in

Open Board

Meeting On:

April 22, 2025

By:

School Board Chair

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS



For more information, please contact:

Name: Wanda F. Paul
Title: Chief Operations & Facilities Officer
Phone: 754-321-2659

EXECUTIVE SUMMARY

2025 Graduation Use License Agreement with Nova Southeastern University

Board Meeting Date: April 22, 2025

Recommended Action

Approve the 2025 Graduation Use License Agreement with Nova Southeastern University, Inc. (NSU) to conduct seventeen (17) graduation ceremonies from May 29 - June 3, 2025.

District-zone Impact: District-wide

Impact if the Board Voted Yes or No

If the Board votes "Yes": Seventeen (17) graduation ceremonies will be conducted at NSU's Rick Case Arena located at the Don Taft University Center.

If the Board votes "No": An alternative location of similar size as the Rick Case Arena for seventeen (17) graduation ceremonies will need to be identified and rented for the subject graduations.

Background/History

NSU is scheduled to host seventeen (17) high school graduations between May 28 – June 3, 2025. Last year, the approved agreement for graduation ceremonies at this venue cost a total of \$381,656.99 for facility rental and staffing for nineteen (19) graduation ceremonies or \$20,087.21 per graduation ceremony. The 2025 cost for each of this year's graduation ceremonies at this venue is \$28,119.26 per ceremony, for a total of \$478,027.42, an increase of \$8,032.05 per graduation. The reason for the increase is due to increased fees charged by the vendors that



provide production, cleaning, security, police and other technical services for the venue versus last year.

The cost figure includes rent, police, EMT, security checkpoints, staffing and all other additional miscellaneous costs. The security checkpoints include mandatory bag checks and metal detector scanning of all guests thereby providing an extra layer of protection for all those attending the ceremonies.

Alignment to 2027 Goals and Guardrails

This item aligns to student-focused outcomes through *Guardrail 1: Safety and Guardrail 2: Equity*. This item supports safe and equitable venues in which to conduct graduation ceremonies for BCPS graduating seniors.

Measurable Outcome(s)/Return on Investment

The purpose of a high school graduation ceremony is to celebrate students who have successfully met the academic and extracurricular requirements for graduation. The ceremony provides a public venue in which graduating students receive their diplomas, marking their official graduation from high school.

Financial Impact

\$478,027.42. The source of funds is the Athletics and Student Activities Department operating budget.

|

USE LICENSE AGREEMENT

BY AND BETWEEN

Nova Southeastern University, Inc. and

The School Board of Broward County, Florida

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT together with the Exhibits attached hereto (the “**Agreement**”), effective as of the date of the last signature below, is made by and between **Nova Southeastern University, Inc.**, with its principal place of business at 3300 S. University Drive, Ft. Lauderdale, FL 33328-2004 (“**NSU**”, “**Licensor**”, or the “**University**”), and **The School Board of Broward County, Florida**, with its principal place of business at 600 Southeast Third Avenue, Fort Lauderdale, FL 33301 (the “**Licensee**” or “**SBBC**”).

BACKGROUND

NSU is the owner and operator of a facility commonly known as the Rick Case Arena at the Don Taft University Center (the “**Facility**”, “**Rick Case Arena**”, or “**Arena**”). Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Accordingly, NSU desires to grant to Licensee, and Licensee hereby accepts from NSU, a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility.

(a) NSU hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license to use only those areas of the Facility described in **Exhibit A** attached hereto and made a part hereof (the “**Authorized Areas**”), including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances thereto, on the dates and times set forth in **Exhibit A** (each such use being an “**Event**”). Licensee shall not use any other areas without the prior written consent of NSU. It is expressly understood by the Licensee that the Facility shall be vacated by Licensee and all persons participating in or attending an Event hereunder on or prior to the end time specified in **Exhibit A** (the “**Expiration Time**”). In connection therewith, Licensee shall arrange to have all Events and activities related thereto cease within a reasonable time prior to the Expiration Time so that the Facility shall be completely vacated on or prior to the Expiration Time.

(b) Licensee acknowledges that in connection with NSU’s management and operation of the Facility, NSU may utilize the services of independent third parties, including, without limitation, ticket agencies. Licensee hereby agrees that NSU shall not be responsible in any way for the acts and/or omissions of any one or more of such independent third parties.

(c) Floor Plans, Descriptions, and Set-Up.

i. In addition to the floor plan delivered at least four (4) weeks prior to the first Event, Licensee shall provide to NSU, for NSU’s review (and/or the review of any consultant or representative engaged by NSU), one (1) copy of a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from

or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event.

ii. At least four (4) weeks prior to the first Event, Licensee shall provide to NSU information relating to room or hall set-up(s), staging, event personnel requirements, and food and beverage requirements.

iii. Licensee shall be solely liable for any and all Losses (as defined below) arising from Licensee's failure to deliver to NSU the materials described in subparagraphs (i) and (ii) of this Section 1(c) within the specified time periods, including, without limitation, overtime pay and short-notice delivery fees.

(d) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with NSU's building rules and regulations set forth in **Exhibit B** attached hereto and made a part hereof, and all applicable federal, state, and local laws, rules, regulations, and ordinances ("**Laws**"). Pyrotechnic displays are not permitted at the Facility without first obtaining NSU's prior written consent, which consent may be granted or withheld in NSU's sole discretion. NSU reserves the right to remove any person from the Facility for cause as determined by NSU in its reasonable discretion.

(e) NSU shall not be liable or responsible in any way for any loss or damage arising or resulting from any cause whatsoever, with respect to the receipt, handling, care, and/or custody of any equipment or other personal property belonging to Licensee or any of its personnel while in any area of the Facility.

2. Purpose. The Facilities are to be used solely for the purpose of seventeen (17) - **The School Board of Broward County, Florida - 2025 High School Graduations**. Licensee shall not use the Facility, or permit the Facility to be used by any of its officers, directors, agents, employees, students, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.

3. Condition of Facility.

(a) Licensee acknowledges that Licensee has inspected the Facility, and that Licensee is satisfied with and has accepted the Facility "**AS IS**" in its present condition.

(b) NSU shall maintain the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by NSU to accomplish the foregoing resulting from circumstances beyond the reasonable control of NSU shall not be considered a breach of this Agreement by NSU, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, students, subcontractors, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair, as elected by NSU, in its sole discretion.

(c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of NSU, which consent may be granted or withheld in NSU's

sole discretion. Any alterations or improvements of whatever nature (excluding movable trade fixtures) made or placed by Licensee to or on the Facility shall, at the option of NSU, (i) be removed by Licensee without damage to the Facility, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of the University. Movable trade fixtures must be removed by Licensee without damage to the Facility, at Licensee's expense, immediately upon the conclusion of the Event.

4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth in **Exhibit A** and will continue in effect, unless earlier terminated as set forth in Section 12, until the date and time set forth in **Exhibit A**.

5. License Fee, Merchandising Fee, Broadcast Fee, and Reimbursable Service Expenses and Complimentary Tickets. In consideration of the grant of the license in Section 1 above, Licensee shall pay to NSU a license fee, merchandising fee, and broadcast fee, and shall reimburse NSU for certain service expenditures, all as calculated in accordance with the provisions set forth below and in accordance with generally accepted accounting principles, consistently applied:

(a) License Fee. Licensee shall pay for a license fee (the "**License Fee**") equal to **Four Hundred Seventy-Eight Thousand, Twenty-Seven Dollars and 42/100 Cents (\$478,027.42)**, for the seventeen (17) graduations identified on **Exhibit A**, and at a cost of **Twenty-Eight Thousand, One Hundred Nineteen Dollars and 26/100 Cents (\$28,119.26)** per graduation, as set forth in **Exhibits C and E**. Information about services from NSU and concessions applicable to this License Fee are also set forth on **Exhibit C**.

(b) Artist Merchandising Fee. N/A for this Event.

(c) Broadcast Fee. N/A for this Event.

(d) Reimbursable Service Expenses.

i. NSU shall provide, as required for each Event, the following services (as may be more specifically described on **Exhibit C**) (the "**Services**"), the expenditures for which are reimbursable by Licensee to NSU (the "**Reimbursable Service Expenses**"): ticket takers, ushers, receptionists, operations personnel, and supervisors; food and beverage services; security personnel; utilities, including electricity, gas, lighting, water, heating, ventilating, air conditioning, hot and cold water facilities, and waste removal services; electricians and mechanical plant staff; custodial services; and special facilities, equipment, services, and materials furnished by NSU at the request of Licensee, which are solely set forth in **Exhibit C** attached hereto and made a part hereof.

ii. NSU shall determine the level of staffing for such Services at each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that many of the Services are contracted services, the costs of which are subject to change. Licensee shall reimburse NSU for actual costs incurred by NSU in connection with the Services as provided in Section 6 below.

(e) Event Ticketing: See **Exhibit D** attached hereto and made a part hereof. Seating capacity for guests is 3,786.

(f) Complimentary Tickets. N/A for this Event.

6. Payment Terms.

(a) License Fee, Merchandising Fee, and Broadcast Fee. The License Fee, Merchandising Fee, and Broadcast Fee set forth in Sections 5(a), (b), and (c) of this Agreement shall be paid by Licensee as provided in **Exhibit C**.

(b) Reimbursable Service Expenses. NSU shall deliver to Licensee an expense report estimate (the “**Expense Report Estimate**”), setting forth NSU’s estimate of all expenses which NSU will incur in connection with the Services. Licensee shall pay to NSU the total estimated expenses for the Services reflected in the Expense Report Estimate as per Exhibit C. At settlement, NSU shall deliver to Licensee an expense report setting forth the expenses actually incurred by NSU for the Services (the “**Actual Expense Report**”). If the expenses set forth on the Actual Expense Report exceed the total of estimated expenses paid by Licensee for the Services, then Licensee shall pay to NSU the excess amount within five (5) days after receipt of the Actual Expense Report. Notwithstanding anything to the contrary set forth in this Agreement, NSU’s failure to deliver either the Expense Report Estimate or the Actual Expense Report shall not excuse Licensee’s obligation to pay any amounts due hereunder. If applicable, NSU shall remit box office ticket revenues within ten (10) business days after the Event.

(c) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to NSU a late charge of 1.5% per month on the unpaid balance.

(d) Security for Payment. N/A for this Event.

7. Revenues and Costs. NSU shall retain one hundred percent (100%) of all revenues generated in connection with parking lot fees and the sale of food and beverages at the Facility. In addition to payment of the Reimbursable Service Expenses above, Licensee shall bear all expenses incurred by Licensee in connection with the holding of an Event at the Facility, including, but not limited to, all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of an Event.

8. Taxes. NSU shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed. If Licensee claims to be exempt from paying taxes, it shall provide a Certificate of Exemption to NSU.

9. Insurance.

(a) Licensee shall, at its own expense, secure and deliver to NSU not less than thirty (30) days prior to the first Event set forth in **Exhibit A** and shall keep in force at all times

during the term of this Agreement:

i. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate combined single limit for death, bodily injury, personal injury and property damage, including, without limitation, contractual liability, and product and completed operations.

ii. **AUTOMOBILE LIABILITY INSURANCE.** If automobiles will be used by Licensee on NSU's premises: Automobile Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for death, bodily injury and property damage, covering any automobile or other vehicle including, without limitation, owned, non-owned, leased and hired vehicles.

iii. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.** Workers' Compensation insurance covering all persons whom Licensee may employ directly or through subcontractors in carrying out work for the Event, as called for in accordance with the Workers' Compensation insurance laws of the State of Florida. Employer's Liability insurance in an amount not less than One Million Dollars (\$1,000,000) bodily injury by accident, each accident, One Million Dollars (\$1,000,000) bodily injury by disease, policy limit, and One Million Dollars (\$1,000,000) bodily injury by disease, each employee.

iv. If the Licensee does not have Workers' Compensation insurance as required for under Chapter 440 of the Florida Statutes, Licensee must provide a copy of the waiver from the State of Florida indicating exemption status, or proof of written notice sent to the State requesting said exemption as provided under Chapter 440.

(b) All insurance required hereunder shall be issued by companies authorized to do business under the laws of the State of Florida. Additionally, the following shall apply to the insurance policies described in clauses (i) and (ii) above, unless otherwise agreed to in writing by NSU:

i. Name "Nova Southeastern University, Inc.", its trustees, officers, agents and employees as additional insured under its Commercial General Liability and Automobile Liability policies.

(c) **Certificate holder should read as: Nova Southeastern University, Inc., 3300 S. University Drive, Ft. Lauderdale, FL 33328-2004.**

(d) Not less than thirty (30) days prior to the first Event set forth in **Exhibit A**, Licensee shall deliver to NSU certificates of insurance evidencing the existence thereof, all in such form as NSU may reasonably require. Licensee shall provide thirty (30) days' prior written notice to NSU of any cancellation, reduction, or other material change in coverage. If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to NSU, at least thirty (30) days prior to such expiration, a certificate of insurance evidencing the renewal of such policy or policies. All notices and communications concerning insurance shall be sent to the party designated in the Notice address as set forth in Section 20(m) herein and to Nova Southeastern University, Inc., Attn: Director of

Risk Management, 3300 South University Drive, Fort Lauderdale, Florida 33328.

(e) The coverage provided under all liability policies shall be occurrence-based, not claims made.

(f) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 11 below.

(g) The failure of the Licensee to provide insurance in accordance with this Section 9 shall be a breach of this Agreement and shall, notwithstanding any cure period set forth in Section 12 below, preclude the Event from taking place.

(h) Subcontractor Insurance Coverage. Any subcontractors that are utilized by the Licensee must be approved in writing by the University. All insurance obligations and requirements applicable to Licensee shall be applicable to Licensee's subcontractors. Thirty (30) days prior to an Event, Licensee shall provide to the University a certificate of insurance evidencing the insurance maintained by the subcontractors. The acts and omissions of Licensee's subcontractors shall be deemed the acts and omissions of Licensee.

10. Liability and Limitation of Damages.

(a) Licensee agrees to be responsible to the extent of its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, or the acts of negligence by its contractors and invitees, and agrees to be liable, up to the limits of section 768.28, Florida Statutes, for any tort damages, losses, liabilities, and claims resulting from said negligence. NSU agrees to be responsible to the extent of its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, or the acts of negligence by its contractors and invitees, and agrees to be liable, up to the limits of Two Hundred Thousand Dollars and 00/100 Cents (\$200,000.00) per person and Three Hundred Thousand Dollars and 00/100 Cents (\$300,000.00) per occurrence, for any tort damages, losses, liabilities, and claims resulting from said negligence. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Subject to Section 768.28, Florida Statutes, SBBC is also responsible for its negligence related to its rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility with respect to the Event.

(b) In no event shall NSU be liable to Licensee for any indirect, incidental, consequential, or special damages, including, without limitation, lost revenues, lost profits, or lost opportunities.

11. Indemnification.

(a) Except as otherwise provided for in Section 20(r), Licensee shall indemnify, defend, and hold harmless the University and its officers, directors, trustees, agents, and employees (collectively, the "Indemnitees") from and against any and all third-party claims arising out of,

resulting from, or in any way connected with, in whole or in part, the matters described in Section 10(a) hereof. Notwithstanding any provision in this Agreement, Licensee's indemnification related to obligations set forth in this Agreement shall not be construed as a waiver (i) by Licensee of sovereign immunity that may be available under Florida law, or (ii) by Licensee of any rights or limits as to liability existing under Section 768.28, Florida Statutes.

(b) Licensee's obligations set forth in Section 11(a) above shall survive the expiration or termination of this Agreement.

12. Default, Termination, and Other Remedies.

(a) Licensee Default. Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails to pay any amount due hereunder within five (5) days from the applicable due date; (ii) Licensee breaches any term, covenant, or condition of this Agreement and Licensee fails to cure such breach within ten (10) days after receipt of written notice from NSU stating the breach; (iii) a bankruptcy or other creditor proceeding is filed by or against Licensee, Licensee is insolvent, or Licensee makes an assignment for the benefit of creditors; or (iv) Licensee fails to maintain the required insurance coverage as set forth in Section 9 hereof. Upon the occurrence of a default by Licensee as described in the preceding sentence, then NSU may, at its election, terminate this Agreement by written notice to Licensee and pursue any other remedies available to NSU at law or in equity. Without limiting the generality of the foregoing, NSU may retain as damages any deposit or other money received by it from Licensee.

(b) NSU Default. NSU shall be in default under this Agreement if NSU breaches any term, covenant, or condition of this Agreement and NSU fails to cure such breach within ten (10) days after receipt of written notice from Licensee stating the breach. If NSU is in default as described in the preceding sentence, then Licensee may terminate this Agreement by written notice to NSU. In the event of such termination, Licensee shall be entitled to a *pro rata* refund of any pre-paid amounts for any services to be delivered after the effective date of such termination.

13. Representations and Warranties. Each party hereby represents and warrants to the other party, and agrees as follows:

(a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder.

(b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and

(c) No litigation or threatened claims of litigation exists which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

14. Covenants. In addition to Licensee's other covenants contained herein, Licensee hereby covenants as follows:

(a) Licensee shall not occupy or use the Facility except as provided in this Agreement.

(b) Licensee shall comply with all legal requirements which arise in respect of the Facility and the use and occupation thereof.

(c) Licensee shall not cause or permit any Hazardous Materials to be used, stored, or generated on, or transported to and from, the Facility. “**Hazardous Material**” shall mean, without limitation, those substances included within the definitions of “hazardous substances”, “hazardous materials”, “toxic substances”, “hazardous waste”, or “solid waste” in any applicable state or federal environmental law or regulation.

(d) As applicable, licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of NSU.

(e) Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written consent of NSU. If consent is granted by NSU, then all monies received from such broadcast will be considered as broadcast revenues for the purpose of determining the Broadcast Fee due to NSU.

(f) Licensee shall not operate any equipment or materials belonging to NSU without the prior written approval of NSU.

(g) Licensee, its officers, directors, employees, agents, subcontractors, members, or other representatives shall not “scalp” tickets for an Event, to the extent applicable. Licensee and its representatives shall provide assistance to NSU in its efforts to control and prevent such ticket “scalping”.

(h) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.

(i) If the License Fee includes a percentage of revenue generated from an Event, then no collections, whether for charity or otherwise, shall be made, attempted, or announced at the Facility, without first having made a written request and received the prior written consent of NSU. If donations or collections are permitted by NSU in lieu of an admission ticket, then all such monies received from such collections or donations will be considered as ticket revenues for the purpose of determining the License Fee due to NSU.

(j) Licensee shall abide by and conform to all rules and regulations adopted or prescribed by NSU pursuant to a certain operating event guide, a copy of which has been provided or otherwise made available to Licensee, and the terms of which are incorporated by reference herein.

(k) Licensee shall not encumber, hypothecate, or otherwise use as security its interest in this Agreement for any purpose whatsoever without the express written consent of NSU, which consent may be granted or withheld in NSU’s sole discretion.

(l) With respect to any Event at the Facility, Licensee shall comply fully with all Laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the “**Works**”), and to the protection of the copyrights, trademarks, service marks, and other intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright, or other payments which may be payable on behalf of third-party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display, or reproduce any such Works. In connection with an Event, Licensee specifically agrees, undertakes, and assumes the responsibility to make any and all required reports and payments to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center, and other similar agencies. Licensee agrees hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph. Licensee further agrees hereby to provide to NSU any such compliance evidence in advance of or after any such Event. Licensee agrees that obtaining and maintaining of such evidence by Licensee is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect, and hold harmless NSU and all other Indemnitees (as that term is defined in this Agreement) of and from all manner of Losses arising in any way from the use by Licensee of the intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. Licensee’s indemnification- related obligations set forth in the preceding sentence (i) shall survive the expiration or termination of this Agreement; (ii) shall apply regardless of the means of publication, display, or performance by Licensee, 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, display, or performance means whatsoever, whether now known or developed after the date of this Agreement; and (iii) shall not be construed as a waiver by Licensee of (a) sovereign immunity available to Licensee under Florida law, or (b) any rights or limits to liability existing under Section 768.28, Florida Statutes.

(m) Licensee shall not engage in the sale and/or distribution of food and/or beverages at the Facility. Licensee may be able to serve donated food for talent and staff in the Club Box free of charge for two (2) schools to be determined by Licensee representative. Licensee must request permission in writing from NSU to serve donated food.

(n) Licensee may use the University logo and/or the Rick Case Arena at the Don Taft University Center logo (collectively or individually, the “**Facility Logo**”), as determined by NSU, in all advertising controlled by or done on behalf of Licensee relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising to identify the Facility and Event location. Licensee’s right to use the Facility Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by NSU in writing prior to the use thereof. In connection with Licensee’s use of the Facility Logo as permitted in this Section 14(n), Licensee shall use only the form of the Facility Logo as provided by NSU to Licensee in any artwork or other depiction thereof. All advertising done by Licensee using the Facility Logo is subject to the prior written consent of the University.

15. Nondiscrimination. With respect to this Agreement, Licensee shall comply fully with all anti-discrimination laws (including, without limitation, those relating to race, color, religion,

sex, national origin, age, disability, marital status, veteran status, sexual orientation, gender identity, or other protected status).

16. Americans With Disabilities Act. Licensee shall be responsible for any violations of Title III of the Americans with Disabilities Act (“**ADA**”) that arise from Licensee’s permitted reconfiguration of the seating areas or permitted modification of other portions of the Facility in order to accommodate Licensee’s usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.

17. Use of Information. Licensee hereby acknowledges and agrees that NSU shall have the right to disclose to recognized industry sources that track event activity information relating to any Event, including, without limitation, the identity of performers or other participants of the Event, attendance figures, and gross ticket revenue for the Event.

18. Subcontractor Services. Licensee may not engage subcontractors to perform any of the services to be performed by Licensee hereunder without NSU’s prior written consent, which consent shall not be unreasonably withheld.

19. Force Majeure. Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement, if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (each a “Force Majeure Event”). In no event shall a lack of funds on the part of either party be deemed a Force Majeure Event. For purposes of this Agreement, the parties agree that the COVID-19 pandemic and any derivative or other viral outbreak is a Force Majeure Event. If NSU suffers a Force Majeure Event, then NSU shall have the right, in its sole discretion, to terminate this Agreement without consequence, and NSU shall be released from any obligations to Licensee hereunder and released from any and all damages or losses so caused thereby. In such case where NSU terminates, NSU will release Licensee from any obligations to NSU arising from this Agreement, except with respect to any obligations that survive the expiration or termination of this Agreement, and NSU will refund Licensee any monies already advanced by Licensee to NSU minus any cancellation fees charged to NSU as a result of the cancellation (satisfactory proof of such advancements and cancellation fees shall be provided to NSU).

20. Miscellaneous.

(a) Choice of Law; Jurisdiction; and Venue. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of Florida, without giving effect to its conflict of law principles. With respect to any action instituted by a party relating to this Agreement, the parties accept the exclusive jurisdiction of the courts of the state of Florida, and agree that venue shall lie exclusively in Broward County, Florida.

(b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement

or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(c) Survival. The provisions which by their express terms or their nature should survive the expiration or earlier termination of this Agreement, shall survive.

(d) Interpretation. With respect to the interpretation of this Agreement concerning an ambiguity or otherwise, there shall be no presumption against the drafter of this Agreement.

(e) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) represents the entire understanding of the parties with respect to the matters covered herein, and supersedes all prior and contemporaneous agreements, discussions, and representations, whether written or oral. This Agreement may only be altered, amended, or modified by a writing signed by the parties.

(f) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, then the validity and enforceability of the enforceable portion of any such provision (if any) and the remaining provisions shall not be affected thereby.

(g) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(h) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of NSU, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's rights and obligations upon and subject to the terms hereof.

(i) Independent Contractor; Relationship. NSU and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall create or be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship.

(j) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

(k) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

(l) Assignment. Neither its interest in this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of NSU. NSU shall be entitled to assign its interest in this

Agreement and/or its rights and obligations in this Agreement without the prior written consent of Licensee.

(m) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended with a written receipt obtained, (ii) upon delivery by an overnight courier service that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to NSU, to: Rick Case Arena at the Don Taft University Center
3300 S. University Drive
Fort Lauderdale, FL 33328-2004
Attention: Ricardo Belmar, Director of Real Estate Asset
Management • Vice President of Facilities Management

If to Licensee: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, FL 33301

With a copy to: Director
Facility Planning and Real Estate
The School Board of Broward County, Florida
600 Southeast Third Avenue,
Fort Lauderdale, FL 33301

(n) Non-Exclusive Use. During the Event, NSU shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm, or other entity regardless of the nature of the use of such other space.

(o) Acts and Omissions of Third Parties. Notwithstanding anything to the contrary contained in this Agreement, NSU shall not be liable in any way for any acts and/or omissions of any third party with respect to this Agreement, including, without limitation, any ticket agency used by NSU in connection with the sale of tickets for any Event.

(p) Public Records. Pursuant to Section 119.0701, Florida Statutes, any party contracting with Licensee is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement (the “**Public Records**”), (b) provide the public with access to the Public Records on the same terms and conditions that Licensee would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (c) ensure that any of the Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining the Public Records and transfer, at

no cost, to Licensee all Public Records in that party's possession upon termination of this Agreement and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's Public Records stored electronically must be provided to Licensee in a format that is compatible with Licensee's information technology systems. Each party shall maintain its own respective Public Records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes. Each party acknowledges that this Agreement and all attachments thereto are Public Records and do not constitute trade secrets.

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

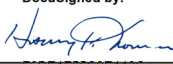
(r) No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall 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.

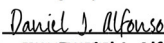
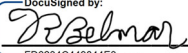
(s) Signatures of the Parties. An electronic signature of a party or a signature of a party transmitted by electronic means shall be deemed an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK]

For NSU

DocuSigned by:
By: 
F6BE4F55C9E440C...
Harry K. Moon, M.D., FACS, FRCSEd. President &
Chief Executive Officer
Date: Apr 17, 2025

APPROVED AS TO BUSINESS CONTENT	
DocuSigned by:	
By: 	
7582A41886F5161	Daniel J. Alfonso, Ed.D., M.Fin.
	Executive Vice President for Facilities, Safety, and Campus Services
REVIEWED BY LEGAL	
Signed by:	
By: 	
1A77147F652471	Erin Hantman Weiss, Esq.
	Associate Counsel, Office for Legal Affairs
APPROVED AS TO BUSINESS CONTENT	
DocuSigned by:	
By: 	
FD6234C449844E3	Ricardo Belmar
	Director of Real Estate Asset Management • Vice President of Facilities Management

[THIS SPACE INTENTIONALLY LEFT BLANK]

For SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: _____
Debra Hixon, Chair

Date: _____

ATTEST:

Dr. Howard Hepburn, Superintendent of Schools

Approved as to Form and Legal Content:

**Kathelyn
Jacques-Adams**
By: _____
Office of the General Counsel

Digitally signed by
Kathelyn Jacques-Adams
Date: 2025.04.17 12:12:48
-04'00'

Note: Nova Southeastern University, Inc. -
2025 Graduations - 17 schools

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT A TO USE LICENSE AGREEMENT**Rick Case Arena
at the Don Taft University Center****1. Authorized Area**

During each Event, Licensee shall have access to the following areas of the Facility: Full Arena, Appropriate Entrances, Lobbies, Hallways and Private Lavatories, North Side Locker Rooms, Loading Dock for Production, Media Room, Club Room, and Event Staff Parking.

2. 2024 - 2025 Graduation Calendar

No.	School	BD	Venue	Day	Date	Time
1.	McArthur	1	NSU	Thurs	5/29/25	8:00 AM
2.	Ft. Lauderdale	3	NSU	Thurs	5/29/25	2:00 PM
3.	Piper	5	NSU	Thurs	5/29/25	7:00 PM
4.	Miramar	2	NSU	Fri	5/30/25	8:00 AM
5.	Deerfield Beach	7	NSU	Fri	5/30/25	2:00 PM
6.	West Broward	2	NSU	Fri	5/30/25	7:00 PM
7.	Coral Glades	4	NSU	Sat	5/31/25	8:00 AM
8.	Coral Springs	4	NSU	Sat	5/31/25	2:00 PM
9.	Monarch	7	NSU	Sat	5/31/25	7:00 PM
10.	Flanagan	2	NSU	Sun	6/1/25	2:00 PM
11.	South Plantation	6	NSU	Sun	6/1/25	7:00 PM
12.	Sheridan Tech HS & College	3, 1	NSU	Mon	6/2/25	8:00AM
13.	Boyd Anderson	5	NSU	Mon	6/2/25	2:00 PM
14.	Cooper City	6	NSU	Mon	6/2/25	7:00 PM
15.	Nova	6	NSU	Tues	6/3/25	8:00 AM
16.	South Broward	1	NSU	Tues	6/3/25	2:00 PM
17.	Taravella	4	NSU	Tues	6/3/25	7:00 PM

EXHIBIT B TO USE LICENSE AGREEMENT

**Rick Case Arena
at the Don Taft University Center
Building Rules and Regulations**

A. General Rules and Regulations

1. The removal, and associated costs thereof, of tape and tape residue is the responsibility of the Licensee.
2. Signs, decorations, and related materials may not be taped, tacked, stapled, nailed, or affixed in any manner to painted surfaces, columns, fabrics, or decorative walls in or around the Facility.
3. The Rick Case Arena permanent signage may not be blocked in any manner and temporary signs may not be attached in any manner to permanent arena signage.
4. Helium balloons are not permitted inside the Rick Case Arena without prior written approval of Arena Management.
5. Adhesive backed decals and stickers may not be distributed in the Facility. Costs associated with the removal of decals/stickers are the responsibility of the Licensee.
6. Movement of the operable partitions, athletic curtaining, or stage backdrop curtaining in the Facility must be performed by authorized Arena personnel only. **N/A for this Event.**
7. Use of the Facility's equipment, supplies, and other materials is limited to authorized Arena personnel only. **N/A for this Event.**
8. The movement of the Facility's furniture, fixtures, and equipment must be performed by authorized Arena personnel only. **N/A for this Event.**
9. Passenger elevators are to be used by general public only and should not be used for any freight or equipment movement. **N/A for this Event.**
10. Motorized vehicles and equipment (i.e. carts, forklifts, pallet jacks, etc.) are restricted to the loading dock, large storage area, lower concourse, and Arena floor only.
11. The use of confetti or glitter is NOT permitted in the Rick Case Arena or any areas within the Arena (i.e. dressing rooms, hospitality, and locker rooms). Costs associated with any cleanup of glitter, confetti, and related materials are the responsibility of the Licensee.
12. All floor load capacities should be strictly observed.
13. The sale or distribution of novelty merchandise is prohibited without prior written approval of NSU.

14. All distributed materials, whether for sale or at no cost, must be distributed from locations approved by NSU.

15. Holes may not be drilled, cored, or punched into any part of the Facility or exterior premises.

16. Rick Case Arena office telephones are reserved exclusively for Arena operations. Arena phone numbers may not be published as official Event numbers.

17. Animals and pets are not permitted in the Facility except in conjunction with an approved event or show. Authorized disability service animals are permitted.

18. NSU maintains an exclusive food and beverage contract with Chartwells. All arrangements for food and beverage should be contracted directly with Chartwells. Chartwells can be reached at 954-262-5300.

19. Damages to the Facility are the responsibility of Licensee. Incidents of damages should be reported to Arena management immediately.

20. The Licensee is responsible for procuring all necessary licenses, insurance, and/or permits. The Facility will not secure such licenses, insurance, and/or permits on behalf of the Licensee and/or for the Event.

21. No soliciting is permitted in the Rick Case Arena or on any other University property.

22. Any and all unsafe conditions or activities must be terminated immediately. Arena management will remove disruptive parties as necessary and in its sole discretion without any liability to Licensee for such removal.

23. Alcoholic Beverages may not be brought into Rick Case Arena. The Facility prohibits the consumption of alcoholic beverages at any time in connection with the Event.

B. Rules and Regulations for Concerts

1. Performance Approval. Licensor will evaluate the act or artist as to the entertainment value, revenue generation, and the impact of the concert on the Rick Case Arena commitments. The Licensee's compliance with the Agreement and the policies herein established will be a factor in the awarding of dates. Licensor retains right of refusal on musical groups and/or artists. Licensee hereby releases Licensor and all of its employees, agents, officers, board members, directors, successors, and assigns from any and all claims it may now have or hereafter acquires resulting from or in connection with Licensor's exercise of its right of refusal provided hereunder, and Licensee hereby waives all of its rights to all such claims.

Contracts/Riders. The contract and any riders between the artist/group and Licensee must be available to Licensor prior to the start of ticket sales. At the time a concert date is awarded, an agreement will be issued to the Licensee and must be returned duly executed by the Licensee along with all required payments within 14 days thereafter. No changes in the agreement by the Licensee are permitted except as otherwise agreed to in writing by NSU.

2. Substitutes shall be allowed only by written permission by Licensor within its sole and absolute discretion. The Facility shall be used solely and exclusively for the purpose stated in the agreement.

3. Performance Times. The agreement shall include the time elapsed from the beginning to the end of the performance by the principal artist or group on the program to be presented on the date awarded, and Licensee shall be responsible for assuring performance for that designated period of time.

4. Lighting. During the performance, lighting as established by Licensor and/or the Town of Davie Fire Department shall be provided for safety, emergency, and security control in the Facility.

5. Fire Safety. During set-up for performance, performance time, and break-down of performance, fire safety measures must be adhered to as established by Licensor and the Town of Davie Fire Department.

6. Illegal Substances. Licensor may require the Licensee to place a sign at the entrance to the Facility, and in other locations throughout the Facility, advising each attendee that his or her entry into the Facility subjects him or her to search by law enforcement authorities for possession of alcohol, barbiturates, dangerous drugs, or narcotic substances as defined by statutes of the State of Florida. Such statement shall likewise be included on and made a part of each ticket sold for the Event so that each patron understands, as a condition of attendance, he or she agrees to submit to a search upon entry into the Rick Case Arena.

7. Security. Primary consideration shall be given to daylight concerts, and security for all concerts, whether daylight or evening, shall be subject to the approval and direction of Arena management in conjunction with NSU Public Safety and the Town of Davie Police. The number of security personnel required shall be determined by the Arena management.

8. Medical Staffing. Licensee shall be responsible for the cost of at least one (1) ambulance and crew station at an exit of the Facility during the entire performance. EMT requirements will be determined by Arena management.

9. Insurance. Proof of insurance in the amount and on the terms set forth in the agreement, including broad form contractual liability, must be furnished for the awarded date upon signature and return of the agreement. Such insurance cannot exclude riot, civil commotion, or mob action. In addition thereto, the Licensee may be required to furnish a no-show

insurance policy. Licensor shall not be responsible for any crimes occurring in, on, or about the Rick Case Arena.

10. Ticket Manifest. A copy of the ticket manifest must be furnished to Licensor at least seven (7) days prior to the date of the Event and in advance of any ticket sales. The number of complimentary tickets to be distributed by Licensee is to be decided upon no later than the time of submission of the manifest. At the conclusion of the performance, a representative of Licensor will count all remaining tickets. All tickets not accounted for shall be considered sold. Final settlement shall be made at the time of the performance and payment to Licensor shall be in cash.

11. Refunds. In the event any act or acts advertised for the specific concert do not or cannot appear to perform such act or specialty, the monies held by Licensor on account of ticket sales may be used by Licensor, in its sole discretion, to refund the total amount of admission charges. Refunds shall be made two (2) regularly scheduled working days after the concert date. All advertisements regarding refund procedures and expenses incurred therein shall be the responsibility of the Licensee.

12. Financial Responsibility. All agreements shall be personally guaranteed by a financially responsibility interested party, in addition to the entity, if it be a corporation, limited partnership, limited liability company, or other entity to whom the Facility is leased.

13. Exception. Deviation from any one or all of the foregoing policies may be obtained only by written approval of Licensor on proper application setting forth the reason for such deviation.

EXHIBIT C TO USE LICENSE AGREEMENT

Rick Case Arena at the Don Taft University Center

1. Additional Reimbursable Service Expenses. At the request of Licensee, any special facilities, equipment, materials, and extra services that are furnished by NSU for the Event that have not been included in the Reimbursable Services Expenses will be billed to Licensee as per Section 6(b) of the Agreement.

2. Payment of License Fee.

The License Fee set forth in Section 5(a) of the Agreement in the amount of **Four Hundred Seventy-Eight Thousand, Twenty-Seven Dollars and 42/100 Cents (\$478,027.42) for s e v e n (17) graduations**, is comprised of the costs set forth on Exhibit E, and shall be paid in the following terms:

- (a) The full balance of the License Fee, plus any applicable merchandise fees, facility fees, box office fees, credit card fees, and taxes, and any additional mutually agreed upon expenses, are due at settlement in accordance with Section 6(b) of the Agreement.
- (b) Checks should be made payable to Nova Southeastern University, Inc., and sent via overnight delivery or personally delivered to c/o Arena Director, Rick Case Arena at the Don Taft University Center, Nova Southeastern University, Inc., 3300 South University Drive, Fort Lauderdale, FL 33328.

3. Ticket Sales: See Exhibit D.

4. Parking: Parking fees are waived for the 2025 Event.

5. Merchandise Fee: N/A for this Event.

6. Broadcast Fee: N/A for this Event.

7. Cancellation Policy: N/A for this Event.

8. Capacity: The official capacity for this Event will be approximately 3,700 guests, upper-level fixed seats. Graduation capacity is not to exceed 750 students. Seating capacity may be adjusted based on CDC guidelines.

9. For the License Fee, NSU shall provide:
 - (a) Floor Carpeting on Main Court
 - (b) North and South Bleachers Set
 - (c) Stage 40'W x 28'H x 4'H
 - (d) West Wall Stage Masking
 - (e) Appropriate Number of Floor Chairs for ceremony
 - (f) Appropriate Number of Chairs on Stage for ceremony
 - (g) Two (2) sets of stairs for stage
 - (h) Wheelchair Lift for Stage, if needed
 - (i) Tables as needed
 - (j) 2 Wooden Podiums for Stage, if needed
 - (k) Audio Production to include audio support for ceremony, band, and choir
 - (l) Operations/Changeover Staff
 - (m) Custodial staff to dispose of the trash picked up by the SBBC custodial staff in between graduation ceremonies (as discussed below), and to clean and restock the bathrooms, along with perform the overnight cleaning, to make the Arena ready for the next day.
 - (n) Event Staff – Ticket Takers (in an amount determined by NSU), Ushers (in an amount determined by NSU), Security (in an amount determined by NSU), eight (8) Police (with two (2) police officers in the Arena lobby, and six (6) police officers inside the Arena), and one (1) EMS team

10. The License Fee is based on the following concessions that SBBC shall provide:
 - (a) SBBC shall provide custodial staff to clean the Arena in between graduation ceremonies as follows:
 - i. Trash pickup trash in the stage seating and surrounding areas;
 - ii. Trash pickup in the student floor seating and surrounding areas;
 - iii. Trash pickup trash in the lower bowl seating and bleachers seating, and the surrounding areas; and
 - iv. Trash pickup in the diploma distribution and surrounding areas.
 - (b) Each school will supply the program booklets, as well as manage the distribution of program booklets and dispose of the excess program booklets.
 - (c) SBBC shall coordinate and arrange for the delivery, setup, and breakdown of choral risers, band instruments, and band stands for each graduation ceremony.
 - (d) A written copy of their ceremony format to Arena's Operations and Event Managers as well as the Production Company two days prior to the start of their rehearsal.
 - (e) Tickets for each Event shall not exceed the Arena's seating capacity (3,786).
 - (f) Catering for the Club Room and Press Room must be arranged through the in-house catering company. Please Contact Chartwells at (954) 262-5302.

EXHIBIT D TO USE LICENSE AGREEMENT

Rick Case Arena at the Don Taft University Center TICKETING AND GENERAL BOX OFFICE PROCEDURES

The following are General Box Office Procedures for all contracted ticketed events held in the Rick Case Arena at the Don Taft University Center at Nova Southern University. The General Box Office Procedures are meant to provide general guidelines for the Licensee regarding box office operations. They are not meant to be all inclusive of each and every situation that can arise related to the Event.

- NSU may have an exclusive ticketing system and agent for distribution, telephone, and outlet sales for the Rick Case Arena. After an Event is contracted and the need for box office is identified, a meeting will be scheduled with the Licensee and Arena personnel to discuss specific box office requirements and procedures.
- Tickets will not be released for sale prior to the Event contract being executed, insurance certificates submitted, and the required deposit received as per the Agreement.
- The box office will require at least three (3) business days (excluding Saturday, Sunday, and holidays) to prepare an event for sale, as long as the event will be using an existing manifest.
- Events that require a new manifest will require a minimum of five (5) business days (excluding Saturday, Sunday, and holidays) for setup.
- The Licensee must approve all ticket prices and text in writing, prior to tickets being released for sale, and evidence of this authorization must be sent to the box office manager.
- Each event is limited with respect to the amount of ticket types. This issue must be discussed in advance with the box office manager.
- Ticket holds (promoter holds, press, trade, groups, etc.) must be given to the box office manager in writing prior to the event going on sale.
- Ticket requests (C.O.D. or comps) must be given to the box office manager in writing. The box office will not accept any of these types of orders over the telephone for any reason.
- Complimentary tickets may not be sold at any price.
- Consignment tickets (deduct from settlement) will be pulled by the box office manager as authorized in writing by the Licensee under the following circumstances: The Licensee must have on file a line of credit payable to NSU for the amount of consignment tickets to be requested, or the consignment tickets must be paid for by cash, money order, or cashier's check at the time of receipt. The box office staff, unless prior arrangements and authorization has been made through the Arena's accounting manager, will not accept checks. Any unused consignment tickets must be returned to the box office no later than 24 hours prior to the Event or run of the Event. No consignment tickets will be accepted back into inventory once the Event has begun.

- For security purposes, only authorized NSU employees will be allowed in the boxoffice. One Licensee representative will be authorized in the box office areas where cash transactions are not taking place.
- Personnel to provide will call services will be discussed and authorized by the box office manager.
- The box office closes thirty (30) minutes after the performance or Event begins.
- All cash advances requested by the Licensee will require the approval of the Arena's accounting manager. The request must be made no later than seven (7) days prior to the first Event.
- Complimentary Tickets – NSU shall receive 50 complimentary tickets for the Event, and a mutually agreed upon number of house tickets at a mutually agreed upon price level. Requests for excessive numbers of complimentary tickets by Licensee must be approved in writing by the Arena's accounting manager.

With respect to Event tickets, the following additional guidelines shall apply:

1. Ticket text- Ticket text alternates in type. Line 1 is in small type, while Line 2 is in large type. The first 4 lines of text are available to Licensee. Line 5 will say the venue name, Line 6 will have the day, date, and time of the Event. Each line has a maximum of 26 characters, including spaces and punctuation.
2. Prices – When submitting information to the Arena about ticket pricing, “Adult” refers to regular, full price adult tickets. J-type refers to any discount (i.e. children, students, senior citizens). Licensee shall place each price in the appropriate column of any ticketing forms provided by the Arena. P1 is the designation for top prices, P2 the next price, and so forth down to P6, if applicable.
3. Event description – Licensee shall specify if this Event will be a reserved house or general admission. If a new map must be created for your Event, the time to create the map may take as long as 7 business days. After the map is created, it may take 3-5 business days (excluding weekends and holidays) to set up your Event for sale.
4. Any information Licensee provides to NSU describing the Event will be extremely helpful in developing ticket text and preparing the Event to go on sale.

If Licensee has any questions, please contact the Arena Management Office at (954) 262-5551.

Any required information and documentation required pursuant to this Exhibit D shall be emailed to belmar@nova.edu, and Licensee shall include its name and contact information in all communications.

EXHIBIT E TO USE LICENSE AGREEMENT

NSU Florida RICK CASE ARENA

2025 SBBC Graduations Ceremonies

5/29/2025 - 6/3/2025
8:00 AM, 2:00 PM, 7:00 PM

License Fee

	Per School	Combined
<u>Custodial / NSU Services</u>		
Custodial	\$ 1,045.00	\$ 17,765.00
NSU Services	\$ -	\$ -
<u>Arena Operations</u>		
Event Operations	\$ 260.00	\$ 4,420.00
<u>Physical Plant</u>		
Electrician	\$ 36.00	\$ 612.00
HVAC	\$ 85.00	\$ 1,445.00
<u>Arena Guest Services</u>		
Guest Services	\$ 900.00	\$ 15,300.00
<u>Security / Parking Services</u>		
Public Safety	\$ 180.00	\$ 3,060.00
Police/ Fire/ EMS	\$ 5,201.58	\$ 88,426.86
Security	\$ 8,988.00	\$ 152,796.00
<u>Ticket Office</u>		
Staffing	\$ -	\$ -
Fees	\$ -	\$ -
<u>Other Costs</u>		
Arena Use/Rental Fee	\$ -	\$ -
Arena Equipment Rental	\$ 1,500.00	\$ 25,500.00
Arena Production Expenses	\$ -	-
External Equipment Rental	\$ 9,473.68	\$ 161,052.56
External Production Expenses	\$ 450.00	\$ 7,650.00
WIFI/ Network Services	\$ -	\$ -
Parking	\$ -	\$ -
Event Pre-Production	\$ -	\$ -
Total	\$ 28,119.26	\$ 478,027.42