



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☐ Yes

☒ No

ITEM No.:

F-1.

MEETING DATE

Sep 16 2015 10:15AM - Regular School Board Meeting

AGENDA ITEM

CONSENT ITEMS

CATEGORY

F. OFFICE OF ACADEMICS

DEPARTMENT

Mathematics, Science & Gifted

TITLE:

Event Agreement between Westfield Broward Mall and The School Board of Broward County, FL for Science Fair Competition and Exhibition

REQUESTED ACTION:

Approve Event Agreement with Westfield Broward Mall for use of Broward Mall Facilities for Science Fair Competition and Exhibition. The Agreement period is from February 4, 2016 through February 9, 2016.

SUMMARY EXPLANATION AND BACKGROUND:

The Broward County Regional Science and Engineering Fair (BCRSEF) is an annual pre-collegiate science competition that provides a forum to showcase over 800 outstanding student projects from public, charter, and private schools across Broward County. The fair provides an opportunity for Broward students to display their creativity and innovation in a STEM discipline, collaborate with others to understand the scientific and technological changes in society, and to think critically/problem solve for viable solutions to problems in their community, school or national environment while competing for awards and prizes.

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

This Agreement will be executed after School Board approval.

SCHOOL BOARD GOALS:

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

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Westfield Event Agreement 2016 (2) Exhibit A Event Description 2016 (3) Exhibit B SunBiz Corp 2016

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Guy Barmoha, Director

Phone: 754-321-2119

Name: Dr. Marilyn Johnson, Science Supervisor

Phone: 754-321-2119

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Daniel Gohl - Chief Academics Officer

Signature

Daniel F. Gohl

8/24/2015, 11:25:26 AM

Approved In Open
Board Meeting On:

By:

SEP 16 2015

Donna Fournier

School Board Chair

EVENT AGREEMENT

This EVENT AGREEMENT (this "**Agreement**") made this 16th day of September 2015 (the "**Effective Date**"), by and between WESTFIELD, LLC, a Delaware limited liability company, in its capacity as agent for the owner of the Shopping Center, with principal offices at 2049 Century Park East 41st Floor, Las Angeles, CA 90067 ("**Westfield**"), and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (hereinafter referred to as "SBBC"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 ("**CLIENT**").

WHEREAS, Westfield grants Client permission to enter upon the property commonly known as Westfield Broward, located in Plantation, Florida (the "**Shopping Center**") for the sole purposes and only to use certain space as described on Exhibit A attached hereto (the "**Event**"). Client agrees to conduct the Event as described on Exhibit A attached hereto and in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

Term. The term for this Agreement shall commence on the Effective Date and shall expire on February 8th, 2016 (the "**Term**"), unless earlier terminated as set forth in this Agreement.

Security Deposit. Client shall provide to Westfield a security deposit in the amount of \$[0] (the "**Security Deposit**") prior to entering the Shopping Center. It is agreed that upon completion of the use of the Shopping Center, the property manager or leasing manager shall inspect the premises used by Client, and assess any and all damages to Westfield's property or businesses caused by Client and/or the Event. If the premises are found to be in the condition in which they were provided to Client, the Security Deposit will be returned in full to Client. If, on the other hand, there are damages to the premises, the cost of repairing such damages will be deducted from the Security Deposit and the remainder will be returned to Client, and to the extent the cost of repair exceeds the amount of the Security Deposit, Client shall promptly pay Westfield for the shortfall.

Termination. This Agreement may be terminated by Westfield at any time, for any reason, upon at least ten (10) days prior written notice to Client. The date that Client receives such notice shall be referred to as the "**Notice Date**" and the "**Termination Date**" shall be the date, which is five (5) days after the Notice Date. Upon receipt of such notice, Client will take immediate steps to cease all preparation for the Event and proceed with project completion. In the event of such termination, Westfield shall pay Client the Client Costs within thirty (30) days of Westfield's receipt of an invoice and sufficient documentation for expenses. The "**Client Costs**" shall be limited to Client's reasonable (as determined in Westfield's sole discretion) out-of-pocket expenses and fees incurred by Client in connection with the Event, including any amounts for which Client is obligated to pay to third parties, including any and all cancellation fees to be paid by Client. Notwithstanding anything to the contrary contained herein, if Westfield elects to terminate this Agreement due to a failure by Client to perform its obligations under this Agreement, Westfield shall not be obligated to pay Client any Client Costs.

1. **Rules.** Client agrees to comply with the Shopping Center's Rules and Regulations, a copy of which has been provided to Client. Client also agrees to comply with all rules, regulations, ordinances, and statutes of any governmental entity or nongovernmental entity having jurisdiction over Westfield or Client, and to obtain all necessary permits, licenses or other approvals that may be required from any entity to conduct the Event.

2. **Security.** Westfield shall have no responsibility to provide security, supervision or protection against any loss that may be sustained by Client. If Client requires security, it agrees to do so at its own cost and expense and shall utilize a security company approved by Westfield prior to the Event commencement date.

3. **Surrender.** Prior to the expiration or date of earlier termination of this Agreement, Client shall (i) remove all of its personal property, signs, sets, displays and equipment from the Shopping Center, (ii) remove all telephone and data cabling installed by or on behalf of Client, if any, (iii) restore the premises used by Client to the condition in which the premises existed prior to installing of such personal property, signs, sets, displays and equipment, subject to ordinary wear and tear, (iv) repair all damage caused by or in connection with Client's compliance with the obligations contained in this Section, and (v) surrender to Westfield the premises, broom-clean and in good condition.

4. **Release.**

- a. Client further agrees that its activities will be at its sole risk as against each of Westfield America Limited Partnership, Broward Mall LLC, Westfield LLC, and each of their respective employees, directors, officers, shareholders, representatives, agents, affiliates, subsidiaries, parents, successors, assigns and tenants (collectively, the "**Released Parties**"), and it hereby waives any rights to seek damages in connection with any injury to itself or to its employees, directors, officers, shareholders, representatives, agents, affiliates, subsidiaries, parents, successors and assigns (collectively, the "**Releasing Parties**"), in connection with this Agreement, the Event, Client's activities or any property damage to the Shopping Center.
- b. Client understands that the facts upon which this release is made may hereafter turn out to be other than or different from the facts now known or believed by the parties to be true and Client accepts and assumes the risk of the facts to be different than now known or believed to be true. Client agrees that this release shall be and remain in all respects effective and not subject to termination or rescission by virtue of any difference of facts.
- c. The Releasing Parties, hereby absolutely and unconditionally release and forever discharge each of the Released Parties from any and all claims, known and unknown, which any of the Releasing Parties may have now or in the future against any of the Released Parties, or any other liability, which arises out of injury or damage resulting from Client's access to the Shopping Center, the Event or Client's activities at the Shopping Center, regardless of how such injury may arise, regardless of who is at fault or whose negligence caused such injury, even if the loss is caused by the neglect or fault of any of the Released Parties. Client also waives all rights of subrogation against each Released Party. Client hereby

represents and warrants that none of the Releasing Parties have previously assigned to anyone any claim covered by this paragraph.

- d. California Civil Code §1542, which is hereby expressly waived by the Client,
reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

5. **Indemnification.** Client shall defend, indemnify and hold harmless the Released Parties, from and against any and all liabilities, claim demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature caused by Client or any of its affiliates, members, employees, agents and representatives, the Event or Client's activities at the Shopping Center; excepting any liability or claim arising or growing out of the gross negligence or willful misconduct of Westfield, its employees, affiliates, members and agents. Nothing herein shall be construed as a waiver by Client of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

6. **Force Majeure.** Neither party shall be liable to the other for delays or failures in performance resulting from unforeseen causes beyond the reasonable control of that party. If either party fails to perform its obligations hereunder due to such causes, the other party may either (a) terminate this Agreement or any part hereof as to services or payment not delivered; or (b) suspend this Agreement in whole or in part for the duration of the delaying cause. Westfield, in its sole discretion, may elect to resume performance of this Agreement immediately after the delaying causes ceases.

7. **Choice of Law.** This Agreement shall be governed by the internal laws of the State of Florida.

8. **Authority.** The signatories hereto warrant and represent to each other on behalf of themselves and the party for whom they are signing that any and all corporate or other authority required in order to enter into this Agreement and perform any and all obligations provided for herein have been obtained and that this Agreement constitutes the binding obligation of the party for which they are signing.

9. **Headings.** The headings used in this Agreement are used for ease of reference only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

10. **Insurance.** Client shall at all times during the term of this Agreement keep in full force and effect and shall maintain and pay all premium costs for the following insurance coverages in amounts not less than specified herein and shall furnish Westfield with Certificates of Insurance evidencing compliance with the following provisions:

- a. Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than \$500,000.00 affording coverage under the

applicable Workers Compensation laws. Westfield shall cause, if allowed by law, its workers' compensation carrier to waive insurers right of subrogation with respect to Client, its partners, parents and affiliated companies.

- b. Commercial General Liability insurance for limits of not less than \$1,000,000.00 per occurrence Bodily Injury and Property Damage combined; \$1,000,000.00 per occurrence Personal and Advertising Injury; \$2,000,000.00 aggregate Products and Completed Operations Liability; \$100,000.00 Fire Legal Liability, and \$2,000,000.00 general aggregate limit per location. The policy shall be written on an occurrence basis with no deductible.
- c. Automobile Liability Insurance with a limit of not less than \$1,000,000.00 combined and covering all owned, non-owned and hired vehicles.
- d. Umbrella Liability Insurance at not less than \$1,000,000.00 limit providing excess coverage over all limits and coverage noted in Paragraphs (b) and (c) above. This policy shall be written on an occurrence basis.

Policies (b), (c) and (d) above shall list the following as additionally insured, verbatim: "Broward Mall LLC, Westfield America Limited Partnership, Westfield LLC, and any and all of their respective parents, partners, subsidiaries and affiliates, the officers, directors, employees, agents and representatives of all as "Additional Insured" with respect to any and all claims arising from the performance of Client's services. Further, coverage for the "Additional Insured" shall apply on the primary basis irrespective of any other insurance, whether collectible or not, only to the extent of Client's liability. Client shall be responsible to pay said additional premium charge to their insurer should any additional premium be charged for such coverage or waivers. All insurance furnished by Client hereunder shall be in full force and effect at all times covering the performance of the services by each party.

Upon signing hereof, Client shall deliver to the other satisfactory evidence of the required insurance coverage on a certificate form approved by Westfield or, if required, copies of the policies. All required insurance will be placed with carriers rated no lower than A-: 10 in the most current edition of A.M. Best's Property Casualty Key Rating Guide and will provide thirty (30) days written notice of cancellation or non-renewal which notice shall be forwarded to the other party. The stipulated limits of coverage above shall not be construed as a waiver of the party's obligation to provide the insurance coverage specified.

11. **Assignment.** This Agreement may not be assigned or otherwise transferred by Client.

12. **Signage.** The content, dimensions and location of all signage used by Client to promote the Event and displayed at the Shopping Center shall be previously approved by Westfield.

13. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed a single instrument. The parties agree that signatures by facsimile shall be accepted as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.




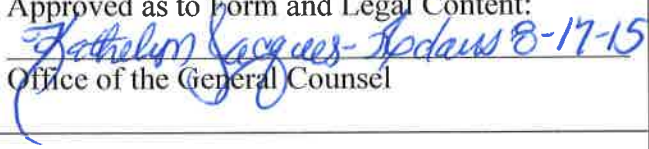
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|--|---|
| WESTFIELD: | CLIENT: |
| Westfield, LLC, a Delaware limited liability company | THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA |
| In its capacity as agent for the owner of the Shopping Center | |
| DATE: | DATE: |
| BY:  Adam Sich | BY:  Donna P. Korn, Chair |
| TITLE: General Manager | ATTEST:  Robert W. Runcie, Superintendent of Schools |
| | Approved as to Form and Legal Content:  8-17-15 Office of the General Counsel |

EXHIBIT A

Event Name: BROWARD COUNTY REGIONAL SCIENCE AND ENGINEERING FAIR

Business/Contact of Client: Dr. Marilyn Johnson, Science Supervisor, Math, Science & Gifted Department, Broward County Public Schools

Phone Number: 754-323-2624

Address: 600 S.E. Third Avenue, Ft. Lauderdale Florida 33301

Venue and Description of Premises: Westfield Broward Mall (throughout center)

Date and Time: February 4-8, 2016 10am-4pm
Preliminary Schedule:
Thursday Feb 4, 10-2pm (Committee Setup of Fair)
Thursday Feb 4, 3pm-7pm (Student Setup of Project)
Friday Feb 5, 8am-4pm (Student Judging)
Saturday Feb 6, 9am-9pm (Public Viewing)
Sunday Feb 7, 12pm-3pm (Clean-up and Winner Notification)
Monday Feb 8, 8am-12 noon (Table Removal)

Estimated Number in Attendance: 1000+

Event Description: The Broward County Regional Science and Engineering Fair (BCRSEF) is an annual, pre-collegiate science competition that provides a forum to showcase over 800 outstanding student projects from public, charter, and private schools across Broward County. The fair affords an opportunity for students to display their creativity and innovation in a STEM discipline, communicate with others about a scientific topic of personal interest, collaborate with others to understand the scientific and technological changes in society, and think critically/ problem-solve for viable solutions to problems in their community, school, or national environment while competing for cash awards and prizes. Students present and defend their projects to experts in the field and are judged on the merit of their scientific research. The top 24 students at the middle and high school levels (48 total) are selected to compete in the State Science and Engineering Fair with the top 5 from the high school group receiving an invitation to compete at the International Science and Engineering Fair. The BCRSEF is free and open to the public.

Exhibit B. SUNBIZ CORPORATION RECORD FOR WESTFIELD BROWARD

WESTFIELD, LLC

Filing Information

Document Number M07000000007 FEI/EIN Number 95-4428920 Date Filed 12/29/2006 State DE

Status ACTIVE

Principal Address

2049 Century Park East

41st Floor

Los Angeles, CA 90067

Changed: 04/25/2013

Mailing Address

2049 Century Park East

41st Floor

Los Angeles, CA 90067

Changed: 04/25/2013

Registered Agent Name & Address C T CORPORATION SYSTEM

1200 SOUTH PINE ISLAND ROAD

PLANTATION, FL 33324

Authorized Person(s) Detail **Name & Address**

Title Managing Member

Westfield U.S. Holdings, LLC

2049 Century Park East, 41st Floor

Los Angeles, CA 90067