



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Aug 16 2016 10:15AM - Regular School Board Meeting
AGENDA ITEM	CONSENT ITEMS
CATEGORY	L. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Facility Planning and Real Estate

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

ITEM No.:
L-1.

TITLE:
Second Amendment to Lease Agreement between The School Board of Broward County, Florida and the City of Miramar at Henry D. Perry Education Center

REQUESTED ACTION:
Approve the Second Amendment to Lease Agreement between The School Board of Broward County, Florida (SBBC) and the City of Miramar at Henry D. Perry Education Center.

SUMMARY EXPLANATION AND BACKGROUND:
The SBBC is in need of additional parking for District staff and students at the Henry D. Perry Education Center (formerly known as Henry D. Perry Middle School) site. District staff has identified that the tennis courts on the site can be converted into an additional parking lot. This Second Amendment to the Lease Agreement is to remove the tennis courts as part of the area that the City currently has access to when school is not in session, as indicated in the First Amendment to the Lease Agreement.
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.
This Agreement will be executed by the City of Miramar 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 School District; therefore this item does not require a collaboration form from the Capital Budget Department.

EXHIBITS: (List)
(1) Executive Summary (2) Second Amendment to Lease Agreement (3) First Amendment to Lease Agreement (4) Lease Agreement with City of Miramar

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

SOURCE OF ADDITIONAL INFORMATION:

Name: Chris O. Akagbosu	Phone: 754-321-2162
Name:	Phone:

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

Leslie M. Brown - Chief Portfolio Services Officer

Signature
Leslie M. Brown
Tuesday, August 02, 2016 9:42:30 AM

AUG 16 2016

Approved In Open Board Meeting On:
By: *Ronald Ogeel*
School Board Chair

EXECUTIVE SUMMARY

Second Amendment to Lease Agreement between The School Board of Broward County, Florida and the City of Miramar at Henry D. Perry Education Center

On June 15, 1978, The School Board of Broward County, Florida (SBBC) entered into a Lease Agreement with the City of Miramar (City) for the City's use of recreational facilities and the south and east parking lots at Henry D. Perry Middle School. On September 20, 1994, the First Amendment to the Lease Agreement was entered into because the SBBC at SBBC's expense rebuilt and relocated the physical education facilities. Included in the First Amendment was the City's ability to use the six tennis courts on the school site.

On March 15, 2016, the SBBC approved the authorization of District staff to conduct a spot survey to amend the Educational Plant Five Year Survey Report, Broward County School District 2015-2020 and enable the repurposing of Henry D. Perry Middle School to an Adult Community Center. On May 3, 2016, the SBBC approved the renaming of the Henry D. Perry Middle School to Henry D. Perry Education Center as of July 1, 2016, where adult education programs will be held.

The SBBC is in need of additional parking for District staff and students at the Henry D. Perry Education Center (formerly known as Henry D. Perry Middle School) site. District staff has identified that the tennis courts on the site can be converted into an additional parking lot. Staff has successfully collaborated with the City of Miramar to review the usage as well as the need for this parking. The City has agreed that the need for parking provides better utilization of the space as compared to the limited use of the tennis courts. This Second Amendment to the Lease Agreement is to remove the tennis courts as part of the area that the City currently has access to when school is not in session, as indicated in the First Amendment to the Lease Agreement.

SECOND AMENDMENT TO LEASE AGREEMENT

THIS **SECOND AMENDMENT TO LEASE AGREEMENT** (the "second amendment") is made and entered into this 10th day of August, 2016 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
A political subdivision of the State of Florida,
having its principal place of business at
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF MIRAMAR, FLORIDA
(hereinafter referred to as "City"),
a municipal corporation of the State of Florida
whose address is
2300 Civic Center Place, Miramar, Florida 33025

WHEREAS, on June 15, 1978, SBBC and City entered into a forty (40) year Lease Agreement ("Agreement"), wherein SBBC leased to the City certain property known as Perry Middle School (Site # 101.1); and

WHEREAS, on September 20, 1994, SBBC and City entered into an Amendment to Lease Agreement, wherein SBBC rebuilt the Perry Middle School site and leased the new physical education facilities for recreational use by City residents; and

WHEREAS, the Perry Middle School is being converted into Henry D. Perry Education Center, where adult education programs will be held; and

WHEREAS, SBBC is in need of additional parking for District staff and students on the Perry Middle School site and plans to convert the tennis courts at the southeast corner of school into a parking lot; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Paragraph 1 of said Amendment to Lease Agreement dated September 20, 1994, is hereby amended by interlineation, to replace the original language with the following language:

SBBC does hereby lease to the City an area or areas shown on the sketch attached hereto as **Exhibit B** and made a part hereof, under the terms and conditions hereinafter set forth. This Exhibit specifically includes the following facilities:

- Two basketball courts
- Six racquetball courts
- Two baseball fields
- Open play field
- Fitness equipment
- 1/8 mile track
- South and east parking lots

2.02 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- (a) This Second Amendment to the Lease Agreement; and
- (b) the Amendment to the Lease Agreement; and
- (c) the Lease Agreement.

2.03 **Other Provisions Remain in Force.** Except as modified herein, said Lease Agreement dated June 15, 1978, and said Amendment dated September 20, 1994, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have each executed this Second Amendment to the Lease Agreement.

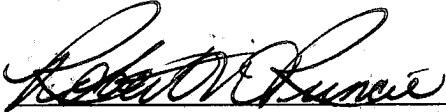
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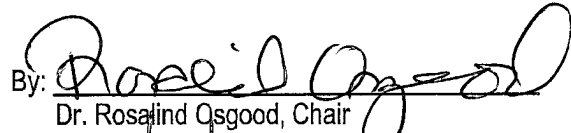
FOR SBBC

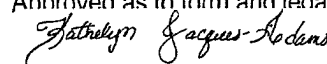
(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:


Robert W. Runcie, Superintendent of Schools

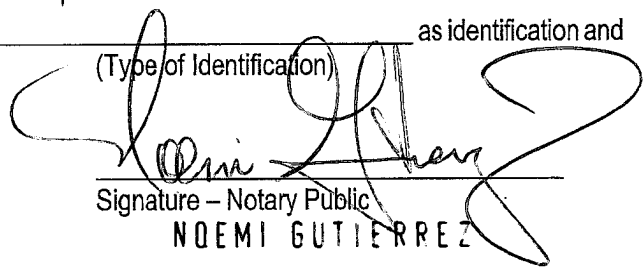
By: 
Dr. Rosalind Osgood, Chair
Date: 8/16/14

Approved as to form and legal content:

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of Broward
County, Florida, ou=The Office of the General Counsel,
email=kathelyn.jacques-adams@browardschools.com, c=US
Date: 2016.07.20 17:13:09 -0400
Office of the General Counsel

The foregoing instrument was acknowledged before me this 16th day of August, 2014 by Dr. Rosalind Osgood, Chair of the school Board of Broward County, FL (Name of Person) on behalf of the agency. (Name of Corporation or Agency)

He/She is personally known to me or produced did/did not first take an oath.

My Commission Expires: May 3, 2019


(Type of Identification)
Signature – Notary Public
NOEMI GUTIERREZ

(SEAL)



Printed Name of Notary
FF 210779
Notary's Commission No.

FOR CITY

ATTEST:

THE CITY OF MIRAMAR, FLORIDA, a municipal corporation of the State of Florida

Denise Gibbs
Denise Gibbs, City Clerk

Kathleen Woods-Richardson
Kathleen Woods-Richardson, City Manager

[Handwritten initials]

Date: 12/1/2016

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only:

[Signature]
City Attorney
Weiss Scrota Helfman Cole & Bierman, P. L.

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 1st day of December, 2016, by Kathleen Woods-Richardson, City Manager, of the City of Miramar, Florida, on behalf of the agency.

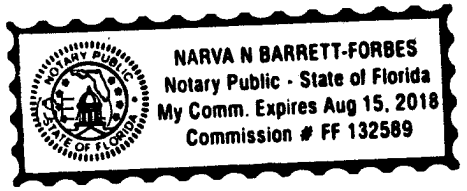
She is personally known to me or produced _____ as identification and did/did not first take an oath. (Type of Identification)

My Commission Expires: 8/15/2018

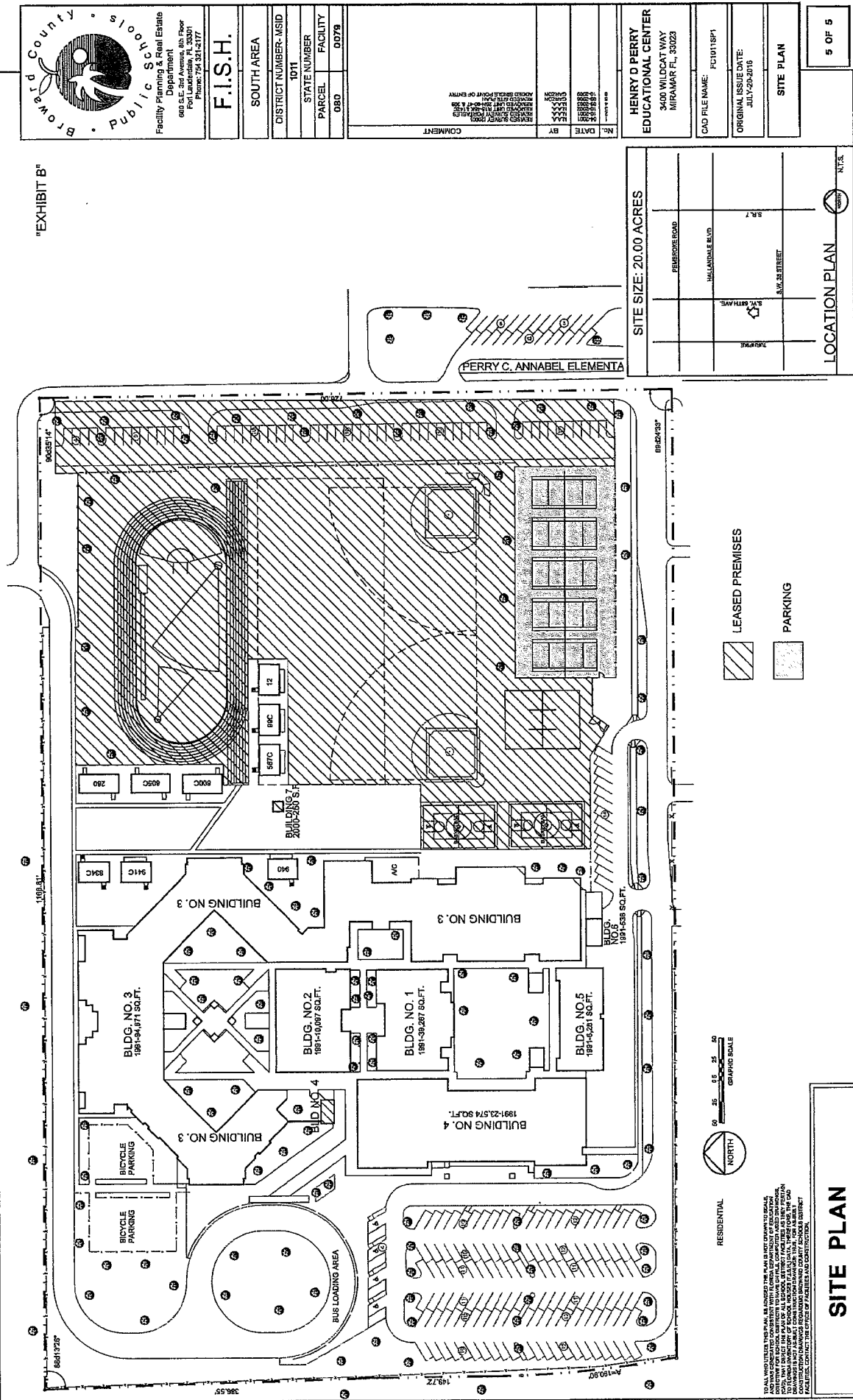
Narva N Barrett-Forbes
Signature - Notary Public

NARVA N. BARRETT-FORBES
Printed Name of Notary

FF 132589
Notary's Commission No.



"EXHIBIT B"



"EXHIBIT B"

Broward County
Public Schools
Facility Planning & Real Estate
Department
6651 L. C. Hill Avenue, 11th Floor
P.O. Box 10000
Fort Lauderdale, FL 33307
Phone: 754-321-3177

F.I.S.H.

SOUTH AREA	
DISTRICT NUMBER-MSID	1011
STATE NUMBER	
PARCEL	
FACILITY	
DBO	0078

COMMENT	
BY	
DATE	
NO.	

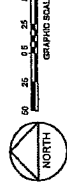
HENRY D PERRY EDUCATIONAL CENTER 5400 WILCOAT WAY MIAMI, FL 33133
CAD FILE NAME: FCI018P1
ORIGINAL ISSUE DATE: JULY-20-2016
SITE PLAN

SITE SIZE: 20.00 ACRES

PERMISSIBLE ROAD	
WILCOAT WAY	
WILCOAT WAY	
WILCOAT WAY	

LOCATION PLAN

LEASED PREMISES
PARKING



SITE PLAN

TO ALL WHOM THESE PLANS ARE REFERRED THE PLAN IS NOT DRAWN TO SCALE AND SHALL BE USED ONLY FOR INFORMATION PURPOSES. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND STRUCTURES BEFORE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. CONTACT THE OFFICE OF FACILITIES AND CONSTRUCTION.

**AMENDMENT TO
LEASE AGREEMENT
Perry Middle School**

THIS, AN "AMENDMENT TO LEASE AGREEMENT" dated September 20, 1994, between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "BOARD";

and

THE CITY OF MIRAMAR, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "CITY".

W I T N E S S E T H:

WHEREAS, on June 15, 1978, the Board and the City entered into a Lease Agreement, attached hereto as Exhibit "A", wherein the Board leased to the City certain property known as Perry Middle School; and

WHEREAS, the Board has rebuilt Perry Middle School and has relocated the physical education facilities to accommodate the new school; and

WHEREAS, the City wishes to lease the new physical education facilities for recreational use by the citizens of the area; and

WHEREAS, pursuant to Resolution No. 95-15 adopted on Oct. 19, 1994, the proper City officials were authorized to execute this "Amendment to Lease Agreement";

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Board and the City agree as follows:

1. Paragraph 1 of said Lease Agreement dated June 15, 1978, is hereby deleted and in its place a new Paragraph 1 is added to read as follows:

"The Board does hereby lease to the City an area or areas shown on the sketch or sketches attached hereto as Exhibit "B" and made a part hereof, under the terms and conditions hereinafter set forth. This exhibit specifically includes the following facilities:

- two basketball courts
- six racquetball courts
- six tennis courts
- two baseball fields
- open play field
- fitness equipment
- 1/8 mile track
- south and east parking lots

2. Paragraph 7 of said lease agreement is hereby deleted and in its place a new paragraph 7 is added as follows:

"It shall be the responsibility of the City to keep the recreational grounds herein leased clean, sanitary and free from trash and debris. Upon failure of the City to comply with the provisions of this section, the Board shall give written notice to the City of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing, the City has not commenced to complete the cleaning of said recreational area, the Board shall have the right to enter upon the premises, remove trash and debris from the area, and charge the City the cost to the Board for such services. Billing for trash and debris removal shall be on a per cleaning basis and shall be due and payable within fifteen (15) days after receipt by the City.

Notwithstanding any of the provisions of the foregoing paragraph, the parties further agree that the City, in addition to the above, will clean up the premises after each and every event it sponsors, and the Board will be responsible to clean up after each and every event it sponsors."

3. Except as modified herein, said Lease Agreement dated June 15, 1978, shall remain in full force and effect.

4. This Amendment is made a part of said Lease Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

Eileen Ruth Kohli

John J. [Signature]

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Robert D. Parks
Robert D. Parks, Chairperson

Attest: Frank R. Petruzielo
Frank R. Petruzielo,
Superintendent of Schools

(SEAL)

Approved as to form:
[Signature]
School Board Attorney

WITNESSES:

Rosemarie Valentine
Rosemarie Valentine

(SEAL)

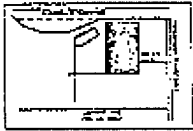
CITY OF MIRAMAR

By: [Signature]
City Manager

Attest: [Signature]
City Clerk

Approved as to form:

[Signature]
City Attorney



LOCATION MAP
 NORTH
 1" = 100'

LEGAL DESCRIPTION

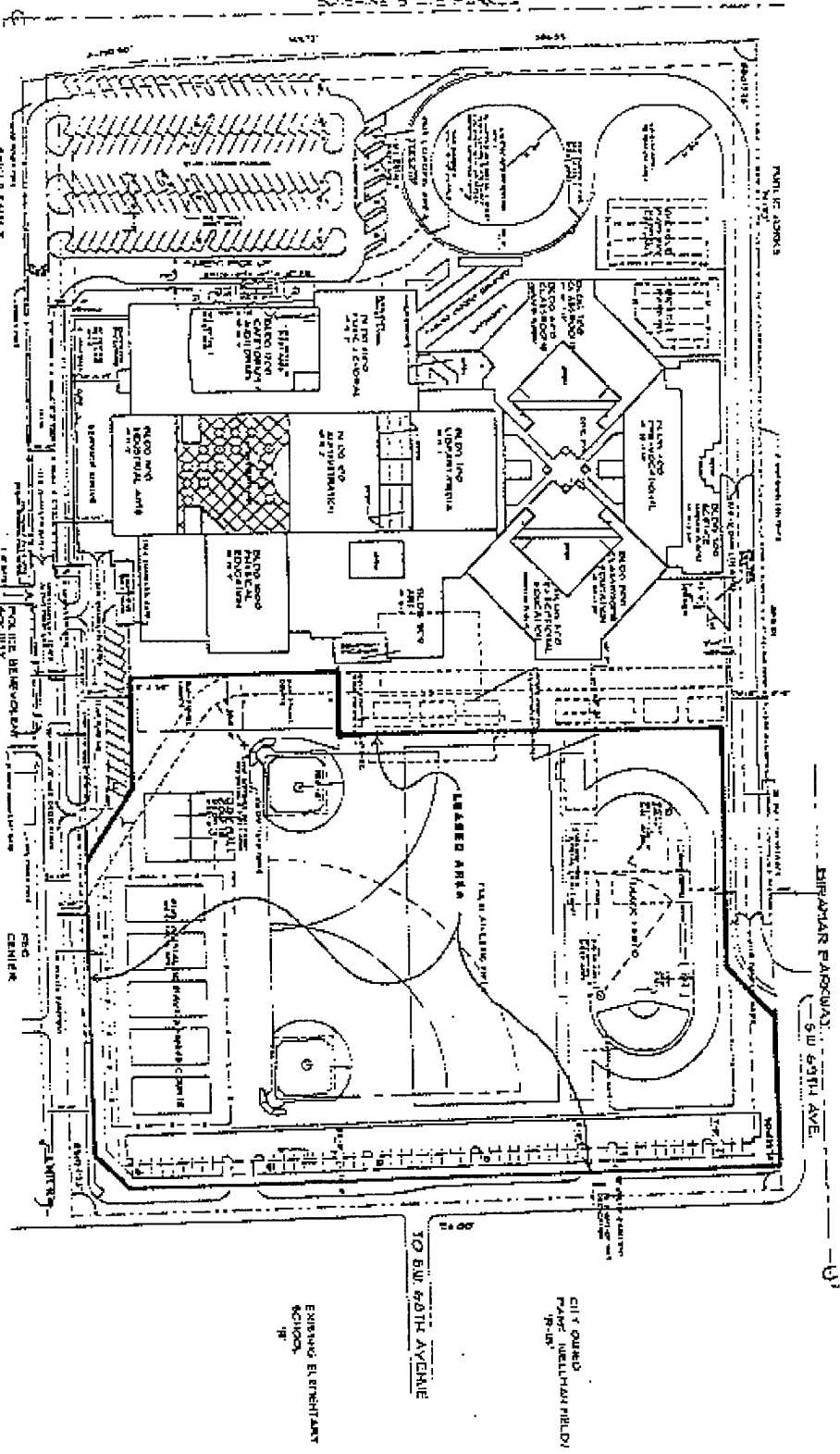
THE SITES SHOWN ON THIS PLAN ARE THE PROPERTY OF HENRY D. PERRY ARCHITECTS, INC. AND ARE SUBJECT TO THE FOLLOWING EASEMENTS AND RESTRICTIONS: ALL RIGHTS RESERVED TO HENRY D. PERRY ARCHITECTS, INC. FOR THE CONSTRUCTION AND OPERATION OF THE PROPOSED MIDDLE SCHOOL. THE SITES ARE ALSO SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE PLATS OF RECORD FOR THE SITES ADJACENT TO THE PROPOSED MIDDLE SCHOOL. THE SITES ARE ALSO SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE PLATS OF RECORD FOR THE SITES ADJACENT TO THE PROPOSED MIDDLE SCHOOL.

SITE DATA

GENERAL NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL LOCAL ORDINANCES.
 2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY.
 3. ALL UTILITIES SHALL BE DEPTH MARKED AND SHALL BE PROTECTED AS REQUIRED.
 4. ALL FOUNDATIONS SHALL BE CONCRETE ON COMPACTED FILL OR PILES AS SHOWN.
 5. ALL ROOFS SHALL BE AS SHOWN OR AS NOTED.
 6. ALL EXTERIOR FINISHES SHALL BE AS SHOWN OR AS NOTED.
 7. ALL INTERIORS SHALL BE AS SHOWN OR AS NOTED.
 8. ALL MECHANICAL, ELECTRICAL AND PLUMBING SHALL BE AS SHOWN OR AS NOTED.
 9. ALL LANDSCAPE SHALL BE AS SHOWN OR AS NOTED.
 10. ALL UTILITIES SHALL BE DEPTH MARKED AND SHALL BE PROTECTED AS REQUIRED.

LEGEND

- ADJACENT PROPERTIES
- PROPOSED MIDDLE SCHOOL
- PROPOSED MIDDLE SCHOOL PROTOTYPE
- PROPOSED MIDDLE SCHOOL PROTOTYPE
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- PROPOSED MIDDLE SCHOOL PROTOTYPE



HENRY D. PERRY
 ARCHITECTS
 STRUCTURAL ENGINEERS
 MECHANICAL ENGINEERS
 CIVIL ENGINEERS
 LANDSCAPE ARCHITECTS

PROTOTYPE MIDDLE SCHOOL

SHEET: A001

~~THE SCHOOL BOARD OF BROWARD COUNTY~~
~~FLORIDA~~

LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "Board",

and the City of Miramar
hereinafter referred to as the City

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Board does hereby lease to the City of Miramar an area or areas shown on the sketch or sketches attached hereto and made a part hereof as prepared by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, SCHOOL PLANNING DEPARTMENT, under the terms and conditions hereinafter set forth.

2. This Lease Agreement incorporates by reference to the same extent as though fully set out herein all of the provisions, terms, covenants, conditions, powers and contents of the MASTER LEASE AGREEMENT form as the same was executed between the Board and the City on the 15th day of June, 1978. The parties hereto covenant and agree to keep and comply with all of the provisions of the MASTER LEASE AGREEMENT. The parties hereto acknowledge receipt of an executed copy of the MASTER LEASE AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their corporate seals this 20th day of July, 1978.

Signed, sealed and delivered

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Virginia Booker

By: [Signature]
Chairperson

Norma Campbell

Attest: [Signature]
Secretary

(SEAL)

[Signature]
School Board Attorney
City of Miramar

Kathleen K. Neupert

By: [Signature]

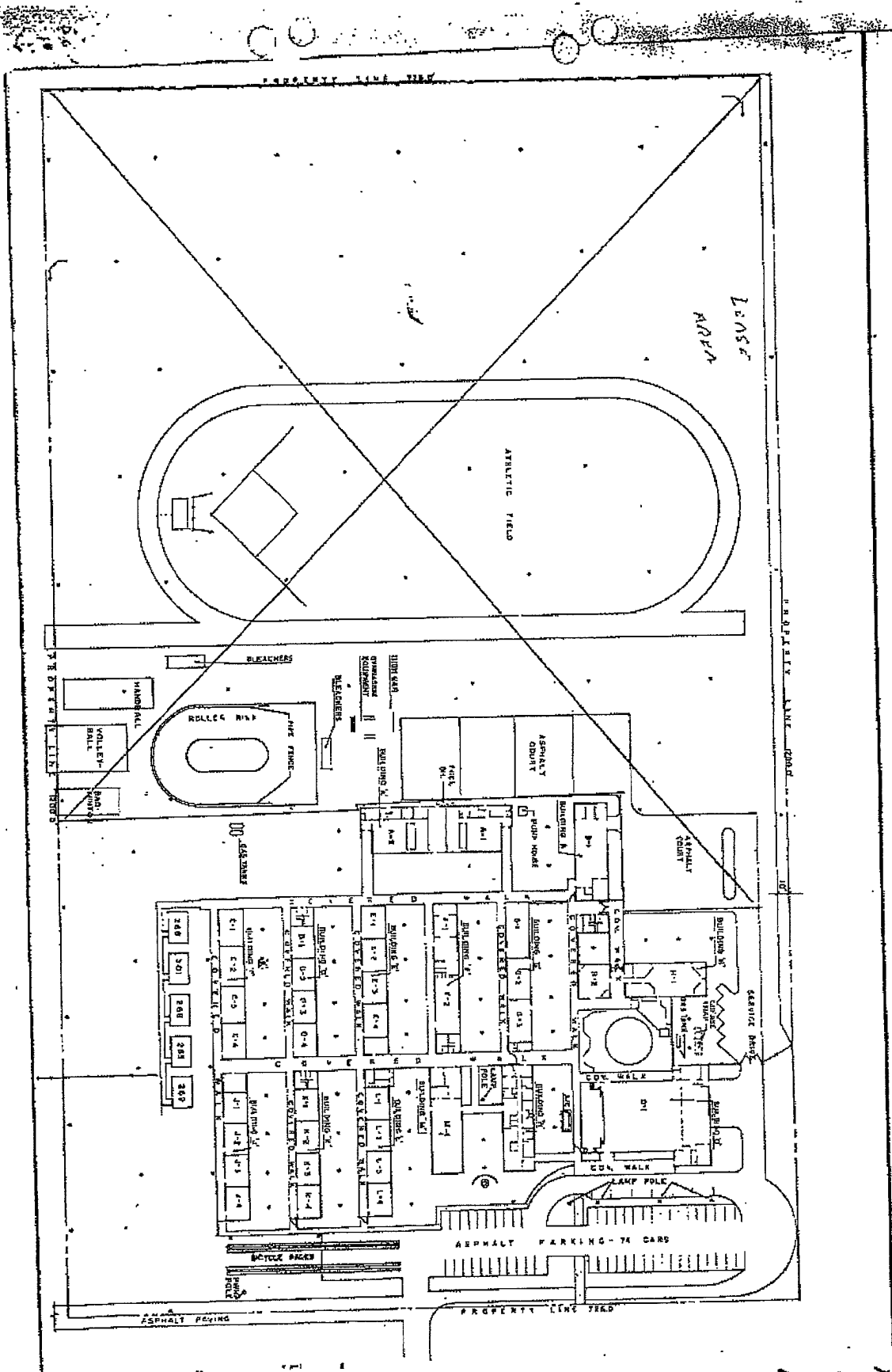
Marion Riley

Attest: Marion Campbell

(SEAL)

Approved as to form:

[Signature]



LOUSE
AREA

HENRY
PARRY
MIDDLE
SCHOOL

MASTER LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "Board", and the CITY OF MIRAMAR, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City."

W I T N E S S E T H :

WHEREAS, the Board is the controlling body of the Public Schools of Broward County, Florida and does own certain school sites and other real estate parcels located in Broward County, Florida, hereinafter referred to as "school grounds".

WHEREAS, by reason of the heavy demands existing in the City as a result of the increase of the population of school children, the Board is required to expend all of the available money for the operation of classrooms and thus is greatly limited in funds which can be made available for the development and improvements of the school grounds as parks and well-equipped playgrounds; and

WHEREAS, it is the purpose and policy of the City to develop, operate and maintain parks and community recreational facilities; and

WHEREAS, the City is willing to expend certain funds for the equipping and improving of a portion of the school grounds to be used for park and playground purposes in conjunction with the Board; and

WHEREAS, the Board and the City believe that such an arrangement will be of mutual benefit to all parties and will fill a great need in that area of the community and that cooperation between the parties hereto will result in great benefit to the citizens of the

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Board does hereby lease to the City of Miramar an area or areas shown on the sketch or sketches attached hereto and made a part hereof as prepared by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA SCHOOL PLANNING DEPARTMENT under the terms and conditions hereinafter set forth.
2. The term for which the City leases said premises is forty (40) years from the date of the execution of a lease agreement (the form of said lease agreement is attached hereto as Exhibit "A" and made a part hereof), at a yearly rental of One Dollar (\$1.00) per year payable to the Board on the yearly anniversary of the lease agreement. It is specifically understood and agreed that by mutual agreement of the parties hereto, the term of this lease may be shortened or extended, subject to the provisions of Paragraph 5 hereinafter set forth.
3. The uses and purposes to which the City shall put said premises shall be for playground and recreational purposes available to the citizens of the area. The facilities herein leased are to be used strictly for recreational purposes and no advertising or food concessions, or the renting of same, shall be permitted unless specifically approved by the Board in writing.

4. The use of said premises by the City shall be limited and restricted so as not to conflict in any way with the use of said property by the Board in its Public Education Program and the use of said property by the City and shall be at all times in compliance with the laws of the State of Florida concerning the use of school property and the location of any and all recreational improvements to be placed on the leased premises, including but not limited to baseball diamonds, buildings, lights, etc. (other than as shown on the attached sketch) shall first be approved in writing by the Board, it being intended that the Board shall have absolute control over the location of any recreational facilities before they are placed on the leased premises. Any facilities placed on said leased premises without the prior written approval of the Board as to location shall immediately be removed or relocated within ten days of written demand by the Board.

5. The City agrees to take such action within its discretion is proper for a playground area on the premises above described, subject, however, to the power and authority of the Board upon 90 days' written notice to the City to cancel this lease as to any designated area which the Board determines is needed exclusively for school building purposes or for any other school purposes. The Board's determination in this regard shall be conclusively binding upon all parties. The City shall likewise have the unqualified right of cancellation of this lease, in whole or as to any designated portion or area of property subject hereto upon 90 days' written notice of cancellation to the Board.

6. (a) If it is specifically agreed between the parties hereto that at any time the Board desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the Board so elects, the City shall be given 90 days' written notice prior thereto and in the event of cancellation, the Board shall reimburse the City for the then remaining value of the City installed recreational facilities located on the premises to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the Board; one selected by the City; and the third appraiser selected by the two appraisers appointed.

In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the Board shall pay, in the event it desires to cancel and/or terminate this lease as aforesaid. It is further agreed that the Board shall be obligated to pay the fee of the appraiser selected by the Board; the City shall be obligated to pay the fee of the appraiser selected by the City; and the City and Board shall each pay 50% of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the City shall properly exercise its option to cancel this lease agreement as to the whole or part of the leased premises, the City shall have the right, subject to the Board's purchase option described below, to remove any and all such fixtures and improvements to the property as the City had placed thereupon, except that the City shall not remove sod, landscaping, sand or earth placed upon the premises (except as incidental to removal of other fixtures and/or improvements) and the City shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the premises to the condition which the same was found upon the City's first entering the premises hereunder. If, upon cancellation by the City, the Board wishes to purchase the City installed recreational fixtures and/or improvements, then the City shall sell the same to the Board at a mutually agreed price. However, if the City and Board cannot mutually agree upon such a price (the value of the property to be purchased) then the appraisal method, above described in Section 6a hereof, shall be used to arrive at a binding price.

7. It shall be the responsibility of the City to keep the recreational grounds herein leased clean, sanitary and free from trash and debris, and also the recreational grounds shall be mowed to prevent unsightly accumulation of weeds and other vegetation. Upon failure of the City to comply with the provisions of this section, the Board shall give written notice to the City of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing, the City has not commenced to complete the cleaning and/or mowing of said recreational area, the Board shall have the right to enter upon the premises, remove trash and debris from the area, and/or mow the area and charge the City the cost to the Board for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the City.

Notwithstanding any of the provisions of the foregoing paragraph, the parties further agree that the City, in addition to the above, will clean up the premises after each and every event it sponsors, and the Board will be responsible to clean up after each and every event it sponsors.

8. This entire area will be under the control of the Board during the hours the school on the property adjacent to the leased area is in session. During off-school hours, when the leased area is officially open by the City, control and use of the area will be under the jurisdiction of the City. During the periods that the entire area is under the control of the Board, the provisions of Section 10 hereof shall not be deemed to apply and the School Board shall take full responsibility for the property.

9. The upkeep and maintenance of all areas herein leased by the Board to the City shall be borne by the City and the City agrees at all times to keep the areas herein leased and the equipment placed on said areas properly maintained.

10. The City agrees to relieve the Board from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the City in failing to supply proper supervision of the areas herein leased while so used by the City, and the City further agrees to hold the Board harmless, indemnify and free from all responsibility as a result of any negligence of the City in failing to properly maintain the equipment on the leased areas.

The Board agrees to relieve the City from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the Board in failing to supply proper supervision of the areas herein leased while so used by the Board.

It is further agreed and understood between the parties hereto that neither party to this agreement waives any of its immunity in these premises as may be given to either party by law.

11. At the termination of this lease, in the event the same is not cancelled by the Board or the City prior thereto, all permanent recreational facilities, such as baseball diamonds, lighting facilities, permanent backstops, etc., shall become the property of the Board and the City shall have the right to remove all moveable (non-permanent) recreational facilities.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their corporate seals this 15th day of June 1978.

Signed, sealed and delivered

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

Virginia Brooker

By: [Signature]
Chairperson

Donald Campbell

Attest: [Signature]
Secretary

(SEAL)

Approved as to form:

[Signature]
School Board Attorney

CITY OF MIRAMAR, FLORIDA

Walter Rogers

By: [Signature]
Mayor

Carolyn Stutz

Attest: [Signature]
City Clerk

(SEAL)

Approved as to form:

[Signature]
City Attorney