

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2017, by and between

CITY OF COCONUT CREEK, FLORIDA

(hereinafter referred to as “City”),
whose principal place of business is
4800 W. Copans Road
Coconut Creek, FL 33063

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

WHEREAS, in, approximately 2002, the City installed a Bi-Directional Amplifier system (“BDA”) at Coconut Creek High School (“School”) (A copy of the plan indicating the location of the existing BDA is attached as **Exhibit “A”** and

WHEREAS, the City wishes to remove the existing BDA and install a new BDA at the School; and

WHEREAS, the purpose of the installation of the new BDA system is to provide for better radio coverage throughout the School for the City police officers that are working as School Resource Officers (“SRO’s”) in the School, as well as for other emergency responders (e.g. paramedics, police, firefighters, etc.) that may enter the School for any reason; and

WHEREAS, the Florida Fire Prevention Code, NFPA 1-11.10.1, which is applicable to both the SBBC and the City’s states construction projects, states as follows: “In all new and existing buildings, minimum radio signal strength for fire department communications shall be maintained at a level determined by the AHJ [Authority Having Jurisdiction].;” and

WHEREAS, the City wishes to construct the BDA at the School in compliance with Section 118 of the Broward County Code which states as follows: “The Two-Way Radio Communication Enhancement Public Safety Signal Booster System shall be installed as per NFPA 1-11.10, NFPA 70, and NFPA 72. Any such system installed on or after April 1, 2016 shall be adaptable for both 700/800 MHz P25 (Association of Public Safety Communication Officials, Project 25);” and

WHEREAS, as public schools, SBBC construction projects are not required to comply with Section 118 of the Broward County Code; however, SBBC agrees that the City may construct the BDA at the school in accordance with Section 118 of the Broward County Code; and

WHEREAS, the Florida Fire Prevention Code governs over the School; and

WHEREAS, the Authority Having Jurisdiction (AHJ) shall be SBBC's Chief Building Official or his or her designee, who shall have final decision making authority over the installation and maintenance of the BDA at the School; and

WHEREAS, on August 11, 2016, the City Commission of the City of Coconut Creek voted 5-0 to approve the purchase of a BDA from Motorola Solutions, Inc. ("Motorola") in the amount of One Hundred Twenty-Six Thousand and Twenty-Eight Dollars (\$126,028.00). This amount included the survey, engineering, design, permit fees, project management and three (3) years of maintenance and annual testing; and

WHEREAS, the City procured the BDA system and the installation of same from Motorola Solutions, Inc. in accordance with the City's procurement policies via a Piggyback Contract between Scott Israel, Sheriff of Broward County, Florida and Motorola Solutions, Inc. dated September 12, 2013 ("City/Motorola Agreement"), Contract #121746, Section IV – Consideration, Motorola Drop Ship Equipment 8%, expiring September 30, 2017 (after taking into account all amendments - First through Fourth providing for extensions of the Agreement as originally contemplated therein). (A copy of the Agreement and all amendments thereto are attached as **Exhibit "B"**); and

WHEREAS, SBBC is not a party to the City/Motorola Agreement, but is a third party beneficiary to the City/Motorola Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein 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 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution of this Agreement by all

parties and conclude after the newly installed BDA has reached the end of its useful function and is removed from the School as described in this Agreement.

2.02 City Responsibilities.

A. Within one hundred twenty days from the date of this Agreement, the City shall remove the existing BDA system currently located at the School (A detailed map of the location of the existing BDA is attached and incorporated hereto as **Exhibit "A."**);

B. The City shall direct Motorola Solutions, Inc. to remove all parts of the existing BDA system on site at City's expense;

C. The City shall coordinate disposal of the existing BDA system with City at the City's expense;

D. The City shall pay any and all costs for removal of the existing BDA;

E. The City shall not enter into any pass-through agreements with any and all entities with which it enters into a contract for the removal of the existing BDA, including, but not limited to Motorola Solutions, Inc.;

F. Within one hundred twenty days from the date of this Agreement, the City shall replace the existing BDA system with a new BDA system to be installed in the School in a storage closet near the fire alarm panel with antennas (boosters) to be located in the ceiling throughout the School ("Work"). A detailed map of the location of the new BDA system is attached and incorporated hereto as **Exhibit "C."** The City shall direct Motorola to perform the Work under the City/Motorola Agreement and the City's installation specifications (A copy of Motorola Solutions, Inc. proposal to the City containing the City's installation specifications is attached as **Exhibit "D"**);

G. The City shall not create any new penetrations in the roof of any building in the School and shall reuse the existing gooseneck penetration(s);

H. The City shall provide 110 VAC power at the headend;

I. The City shall provide a dedicated circuit with back-up power;

J. The City shall pay any and all costs for installation of the new BDA including, but not limited to costs associated with materials, equipment, subcontractors, any and all change orders by subcontractors, the installation of a dedicated circuit, power associated with any dedicated circuits, power associated with 110VAC power at the headend, and all wiring;

K. The City shall not enter into any pass-through agreements with any and all entities with which it enters into a contract for the installation of the BDA, including, but not limited to Motorola Solutions, Inc.;

L. The City shall comply with any and all permit application requirements of The School District of Broward County, Florida's Building Department;

M. The City shall ensure that Motorola obtain any and all proper and appropriate permits for the installation of the BDA from the SBBC Building Department prior to the commencement of any work on site and shall ensure that proper post installation inspections are completed in accordance with SBBC Building Department requirements;

N. The City shall perform annual tests and maintenance of the BDA in accordance with NFPA 72, 14.4.12.1.6 and Broward County Building Code Section 118.5 and 118.6 for the life of the BDA;

O. At all times, the City shall be responsible for requesting and paying all costs for all BDA system maintenance;

P. The City shall assist and ensure that Motorola Solutions, Inc. will coordinate all maintenance and inspections with appropriate SBBC staff in advance. The City shall complete an annual inspection of the BDA at City's cost;

Q. The City shall ensure that the above removal and installation does not interfere with School instruction and activities, and shall coordinate the time of such removal and installation with Ed Kessler, Systems Analyst IV, Information & Technology Department and Sonja V. Coley, CGC, Construction Manager, The Office of Facilities & Construction (who shall make the final decision);

R. In the event of a catastrophic loss of the School that includes the BDA system, the City shall provide for its replacement at the City's expense;

S. The City shall be responsible for any required or desired changes or upgrades to the BDA;

T. In the event that the BDA has reached the end of its useful function and is inoperable, as determined by SBBC, the City shall remove the BDA;

U. The City shall establish and maintain books, records and documents (including electronic storage media) related to the removal of the existing BDA, the installation of the new BDA, and the maintenance of the new BDA. All of the City's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of

this Agreement. The City's Records subject to examination shall include, without limitation, any and all records and documents. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to the City's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement. SBBC's agent or its authorized representative shall provide the City reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the City's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. The City shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. The City shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.03 **SBBC Responsibilities.**

A. SBBC shall have no financial obligations or costs related to the installation of the BDA.

B. SBBC acknowledges that the BDA system must be connected to an emergency generator at all times and SBBC shall allow a connection to the School's emergency generator at no expense to SBBC.

C. SBBC acknowledges that the BDA system will show a trouble signal on the School's fire alarm system when it is not working properly and therefore School officials will report a trouble signal to the City SROs working on site.

2.04 **Review, Inspections, Approval.** The City and SBBC shall be involved in and coordinate with the plan review, approval, inspections and final approval on the permit(s) for the BDA. SBBC shall have the final decision making authority over the installation and maintenance of the BDA at the School, including permitting. SBBC shall have final decision making authority over the removal of the existing BDA at the School, including permitting, if applicable.

2.05 **Coordination.** The City shall coordinate any and all submittals, schedules, and any aspect of the removal of the existing BDA and the installation of the new BDA through Ed Kessler, Systems Analyst IV, Information & Technology Department and Sonja V. Coley, CGC, Construction Manager, The Office of Facilities & Construction.

2.06 **Insurance.** The City agrees to and shall maintain the following insurance coverage for the entire term of the Agreement:

A. City shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence \$2,000,000 General Aggregate. Products/Completed Operations with a \$1,000,000 Aggregate. Each party shall procure and maintain at its own expense, and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

B. City shall procure and maintain at its expense, Worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

C. City shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage.

D. City shall provide, from any subcontractor, General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence \$2,000,000 General Aggregate. Products/Completed Operations with a \$1,000,000 Aggregate naming the School Board of Broward County as additional insured.

E. Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Systems Analyst IV
The School Board of Broward County, Florida
Information & Technology Department
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

With a Copy to: Construction Manager
The School Board of Broward County, Florida
The Office of Facilities & Construction
2301 NW 26th Street
Fort Lauderdale, Florida 33311
Sonja.coley@browardschools.com

To City: City Manager
City of Coconut Creek
4800 W. Copans Road
Coconut Creek, FL 33063

With a Copy to: City Attorney
City of Coconut Creek
4800 W. Copans Road
Coconut Creek, FL 33063

2.08 **Background Screening.** City agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its subcontractors and personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of City, City' subcontractors or its personnel providing any services under the conditions described in the previous sentence. City shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to City and its personnel. The parties agree that the failure of City to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, City agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from City's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or City of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

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

- (i) This Agreement excluding Exhibits; and then
- (ii) **Exhibit "A;"** and then
- (iii) **Exhibit "C;"** and then
- (iv) **Exhibit "D," and then**
- (v) **Exhibit "B."**

ARTICLE 3 – GENERAL CONDITIONS

3.01 **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.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title

to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. City shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, City shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. City shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if City does not transfer the public records to SBBC. Upon completion of the Agreement, City shall transfer, at no cost, to SBBC all public records in possession of City or keep and maintain public records required by SBBC to perform the services required under the Agreement. If City transfers all public records to SBBC upon completion of the Agreement, City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If City keeps and maintains public records upon completion of the Agreement, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.08 **Student Records**: If applicable, notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.09 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.11 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.13 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.14 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.15 **Incorporation by Reference.** Exhibits “A,” “B,” “C” and “D”, attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.16 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.17 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.18 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.19 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.20 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party’s failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.21 **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, 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 (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.22 **Survival.** All representations and warranties made herein, including indemnification obligations, obligations to test and maintain the BDA at the City’s expense, shall survive the termination of this Agreement.

3.23 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.24. **Liability.** 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.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees’ acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By City: City agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees up to the limits of Section 768.28, Florida Statutes from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney’s fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by City, its agents, servants or employees; the equipment of City, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of City or the negligence of City’s agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC’s property, and injury or death of any person whether employed by City, SBBC or otherwise.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Abby M. Freedman, Chair

Superintendent of Schools

Approved as to form and legal content:

Office of the General Counsel

FOR THE CITY

ATTEST:

CITY OF COCONUT CREEK, FLORIDA

Leslie May Wallace, MMC
City Clerk

By: _____
Mary C. Blasi, City Manager

Approved as to Form:

Terrill C. Pyburn, City Attorney