

FUNDING AND USE AGREEMENT
FOR FORT LAUDERDALE HIGH SCHOOL ADITORIUM

THIS AGREEMENT is made and entered into as of this _____ day of _____, 201__, by and between

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

and

CELEBRATION CHURCH OF JACKSONVILLE, INC.
(hereinafter referred to as “CCJ”),
a Florida not-for-profit corporation
whose principal place of business is
10302 Deerwood Park Boulevard, Suite 104 Jacksonville, Florida 32256

WHEREAS, SBBC owns certain real property located at 1600 NE 4th Avenue Fort Lauderdale, FL 33305, also known as Fort Lauderdale High School (School), in Broward County, Florida;
and

WHEREAS, CCJ a non-profit corporation desires to enter into a non-exclusive Funding And Use Agreement with SBBC to use portions of the School, herein referred to as Leased Facilities, and further described in **EXHIBIT A**, for the purposes of operating a faith-based service; and

WHEREAS, As payment for use of the Leased Facilities, CCJ will make or cause to be made certain improvements to the School’s auditorium, further described in **EXHIBIT B**, attached hereto and incorporated herein by reference to the Leased Facilities for use by CCJ and SBBC (“Improvements”); and

WHEREAS, CCJ shall be required to pay custodial fees and consumable item fees for use of the Leased Facilities.

WHEREAS, CCJ shall be solely responsible for the maintenance of Improvements made to the Leased Facilities for the term of this Agreement; and

WHEREAS, All Improvements made to the Leased Facilities by CCJ shall become the property of SBBC upon termination and/or expiration of this Agreement; and

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 – PROJECT AND FUNDING

2.01 **Project.** In lieu of monthly rental payments due to CCJ for its lease of the Leased Facilities, CCJ shall make or cause to be made the following Improvements to the Fort Lauderdale High School (School) auditorium: loudspeaker system, permanent equipment rack, audio monitors, venue control booth, stage equipment, displays, lighting batten, over-stage battens, stage deck, cable connectors, plates, etc. herein further described in **EXHIBIT B**, attached hereto and incorporated herein by reference. Such Improvements are slated to cost \$250,000.00.

2.02 **Project Funding.** All Improvement cost, to include, but not limited to, equipment cost, installation cost, permitting cost, design, etc. shall be at the sole expense of CCJ. CCJ shall be required to follow all requirements as sited in Section 3.11 (Improvements) of this Agreement.

ARTICLE 3 – SPECIAL CONDITIONS

3.01 **Term of Agreement.** Unless terminated earlier pursuant to section 4.05 and 4.06 of this Agreement, the term of this Agreement shall be for three (3) years commencing on August 8, 2017 and concluding on August 7, 2020.

3.02 **Renewal Options.** Upon expiration of this Agreement, CCJ may continue lease of the Leased Facilities if it so desires. However to enable such continued lease, CCJ shall make application to lease the Leased Facilities per provisions of School Board Policy 1341, and in such continued lease, the value of the improvements cited herein shall no longer be applied to the cost (including rental) due to CCJ as further articulated herein. CCJ shall have the right of first refusal for future lease of the Leased Facilities.

3.03 **Leased Facilities.** SBBC does hereby lease to CCJ the auditorium, cafeteria, and two (2) classrooms (room number/only as necessary) and parking spaces located at the School, (hereinafter referred to as “Leased Facilities”) and further described in **EXHIBIT A**, attached hereto and incorporated herein by reference.

3.04 **Rental Payments.** Both SBBC and CCJ agree the Improvement amount of \$250,000.00 shall be used as CCJ rental payment, which rental payment shall be depreciated over three (3) years (term of this Agreement), and upon expiration the Improvement amount of \$250,000.00 shall depreciate to \$0.00 unless otherwise stated in this Agreement. The annual depreciation amount shall be equal to \$83,333.33.

3.05 **Custodial and Consumable Fees.** CCJ shall pay SBBC a custodial fee in the amount of \$440.00 per day (based on School Board Policy 1341 fee schedule) for use of the Leased Facilities. CCJ shall also pay SBBC a consumable fee in the amount of \$10.00 per day (based on School Board Policy 1341) for use of the Leased Facilities. Both the custodial and consumable fee shall be due on the first (1st) day of each month, made payable to Fort Lauderdale High School and submitted to the School's principal or designee. In the event any monthly payment is not received within five (5) business days after it is due, SBBC shall be entitled, in addition to any other remedy that may be available, to an administrative fee of five percent (5%) of the amount of the payment due.

3.06 **Permitted Use of Leased Facilities and Hours of Operation.** CCJ agrees to utilize the Leased Facilities solely for the purposes of operating faith-based services, to include promotion and support of its religious program.

3.06.1 CCJ shall not do or permit to be done in or about the Leased Facilities, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, School Board Policy, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated; or which is prohibited by any standard form of fire insurance policy or will in any way increase the existing rate of or affect any fire or other insurance upon the Building in which the Leased Facilities are situated or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof or any of its contents.

3.06.2 CCJ shall not do or permit anything to be done in or about the Leased Facilities which will in any way obstruct or interfere with the rights of other occupants of the site in which the Leased Facilities are situated, or injure or annoy them or use or allow the Leased Facilities to be used for any improper, immoral, unlawful or objectionable purpose (as determined by SBBC); nor shall CCJ cause, maintain, or permit any nuisance (as determined by SBBC or by law) in or about the Leased Facilities or commit or suffer to be committed any waste in, on, or about the Leased Facilities.

3.06.3 CCJ, at CCJ's expense, shall comply with all laws, rules, orders, statutes, School Board Policies, ordinances, directions, regulations and requirements of all federal, state, county and municipal authorities pertaining to CCJ's use of the Leased Facilities and with the recorded covenants, conditions and restrictions applicable to the building in which the Leased Facilities are situated, regardless of when they become effective or applicable, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, hazardous materials, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and the Americans with Disabilities Act of 1990 and Florida Americans With Disabilities Accessibility Implementation Act, as both may be

amended from time to time (collectively "ADA") and with any direction of any public officer or officials which shall impose any duty upon SBBC or CCJ with respect to the use or occupation of the Premises.

3.07 **Advertising.** The CCJ may not erect advertising on the Leased Facilities without obtaining the prior written consent of the principal of the school upon which the Leased Facilities are located.

3.08 **Parking.** The CCJ shall use the open access parking lot(s) located on School grounds for vehicle parking while using the Leased Facilities.

3.09 **Rental of Leased Facilities.** The CCJ shall not rent the Leased Facilities for the use of third party.

3.10 **Hours of Operation and Control.** The Leased Facilities are reserved for the sole use and control of the SBBC during the hours that the school, upon which the Leased Facilities is located, is in session and during the hours of any interscholastic/intramural practices and contests. The Principal or his/her designee shall maintain a schedule of school events and practices conducted on the Leased Facilities. The Leased Facilities shall be used by CCJ for the purposes as described in section 3.04, and for no other purpose without the prior written consent of SBBC, which consent may be granted or withheld in SBBC's sole discretion. Except as described herein, the Leased Facilities may be used by CCJ every Sunday from 6:00am to 4pm for the term of this Agreement.

3.11 **Improvements.** The location of any and all Leased Facilities improvements (hereafter referred to as "Improvements") to be placed on the Leased Facilities, shall first be approved in writing by SBBC, it being intended that SBBC shall have absolute control over the location of any Improvements before they are placed on the Leased Facilities. However, such approval by SBBC shall not be unreasonably withheld.

(a) The authority to grant approval regarding Improvements in this Agreement is hereby delegated by the SBBC to the SBBC's Chief Facilities Officer and Chief Building Official. Subject to the provisions of the foregoing paragraph, the parties further agree that CCJ will prepare and submit plans to the SBBC's Chief Facilities Officer and Chief Building Official for review and approval. All plans must meet the State of Florida Building Code Requirements, Florida Fire Protection Code, and State Requirements for Educational facilities as applicable, and any other requirements imposed by applicable law. The SBBC's Chief Facilities Officer and Chief Building Official shall have ninety (90) days from the date of receipt to review and comment. All design documents shall be approved by the SBBC's Chief Facilities Officer and Chief Building Official prior to submission to the Department of Education, if applicable.

(b) CCJ shall be solely responsible for all contractual obligations to the contractor hired to construct the Improvements.

(c) Before the commencement of the Improvements, the CCJ shall require the engaged contractor to furnish a surety payment and performance bonds that guarantee the

completion of the Improvements and the performance of the work necessary to complete the Improvements; as well as, full payment of all suppliers, material men, laborers or subcontractors employed to provide services to complete the Improvements. The contractor shall be required by contract to deliver a copy of the surety bond to the CCJ. Such bonds shall remain in effect for one (1) year after completion of the Improvements. The contractor will cause the correction of any defective or faulty work or materials that appear after the completion of the Improvements within the warranty period of such work performed.

(d) Any Improvements placed on said Leased Facilities without the prior written approval of SBBC as to location shall immediately be removed or relocated within ninety (90) days of written demand by SBBC, unless the parties agree that the Improvements should remain whereby this Agreement will be amended, in writing to reflect the use and responsibility of the Improvements.

3.12 **Clean-up.** It shall be the responsibility of SBBC to keep the Leased Facilities clean, sanitary, and free from trash and debris. SBBC will be responsible for cleaning of the Leased Facilities after each SBBC use and after each SBBC sponsored event. The CCJ shall pay SBBC the contractual hourly rate (based on School Board Policy 1341 fee schedule) applicable for SBBC custodial service personnel to clean up the Leased Facilities after CCJ use or after a CCJ sponsored event.

3.13 **Maintenance.** It shall be the responsibility of SBBC to keep the Leased Facilities in a clean, safe and sanitary condition. However, the CCJ shall be responsible for ensuring that the Leased Facilities are left in the same condition as prior to usage, allowing for normal wear and tear. The CCJ is responsible for repairing or replacing any equipment, fixtures, improvements or grounds upon the Leased Facilities that are damaged as a result of CCJ use. During the term of this Agreement CCJ shall be responsible to maintain all Improvements placed at the Leased Facilities.

3.14 **Ownership of Improvements at Lease Expiration.** Upon expiration/termination of this Agreement, all Improvements made to the Leased Facilities shall become the property of SBBC.

3.15 **Insurance Requirements.** CCJ shall comply with the following insurance requirements throughout the term of this Agreement.

(a) **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** Limits not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit CCJ time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(g) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

(h) Cancellation of Insurance. CCJ are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

3.16 **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: Director, Facility Planning & Real Estate
The School Board of Broward County, Florida
600 Southeast Third Avenue, Eighth Floor
Fort Lauderdale, Florida 33301

To CCJ: Shawn Layton Germann
PO Box 551341
Jacksonville, Florida 32255

With a Copy to: Wayland Wiseman
PO Box 551341
Jacksonville, Florida 32255

3.17 **Background Screening.** The CCJ agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its 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 the CCJ or its personnel providing any services under the conditions described in the previous sentence. The CCJ 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 the CCJ and its personnel. The parties agree that the failure of the CCJ 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, the CCJ 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 CCJ'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 the CCJ of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

3.18 **Indemnification.** Each party agrees to be fully responsible 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. 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.

ARTICLE 4 – GENERAL CONDITIONS

4.01 **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.

4.02 **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.

4.03 **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 nor 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, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

4.04 **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.

4.05 **Termination.** This Agreement may be canceled with or without cause by SBBC or CCJ 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 or installed on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with CCJ 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. In the event of any early termination by SBBC without cause, SBBC shall refund to CCJ the prorated amount of the Improvements value based on the depreciated amount. However, in the event SBBC terminates this Agreement with cause, cause being defined as XXXXXX, SBBC shall retain possession of all Improvements installed on or about the Leased Facilities and shall not return the prorated amount of the Improvement value based on the depreciated amount. Also, in the event of any early termination by CCJ without cause, SBBC shall retain possession of all Improvements installed on or about the Leased Facilities and shall not return the prorated amount of the Improvement value based on the depreciated amount. However, in the event CCJ terminates this Agreement with cause, cause being defined as XXXXXX, SBBC shall refund to CCJ the prorated amount of the Improvements value based on the depreciated amount.

4.06 **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 written 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 pursuant to Section 4.05.

4.08 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CCJ 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, CCJ 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. CCJ 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 CCJ does not transfer the public records to SBBC. Upon completion of the Agreement, CCJ shall transfer, at no cost, to SBBC all public records in possession of CCJ or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CCJ transfers all public records to SBBC upon completion of the Agreement, CCJ shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CCJ keeps and maintains public records upon completion of the Agreement, CCJ 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 system.

IF A PARTY TO THIS LEASE AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE AGREEMENT, CONTACT REQUEL L. BELL AT 754-321-1900 OR EMAIL requel.bell@browardschools.com, 600 SE 3rd Avenue, 11th Floor Ft. Lauderdale, FL 33301.

4.09 **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.

4.10 **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.

4.11 **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.

4.12 **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.

4.13 **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.

4.14 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

4.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

4.17 **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 commotion, 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.

4.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting

requirements, and obligations to return public funds shall survive the termination of this Agreement.

4.19 **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.

4.20 **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.

4.21 **Incorporation by Reference.** Exhibits A and B attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

4.22 **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.

4.23 **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.

4.24 **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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Abby M. Freedman, Chair

ATTEST:

Robert Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

School Board Attorney

FOR CELEBRATION CHURCH OF JACKSONVILLE INC

By:

Shawn Layton Germann, Pastor

_____ day of _____, 2017

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the School Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

He is personally known to me or produced _____ as identification and did/did not first take an oath.

Type of Identification

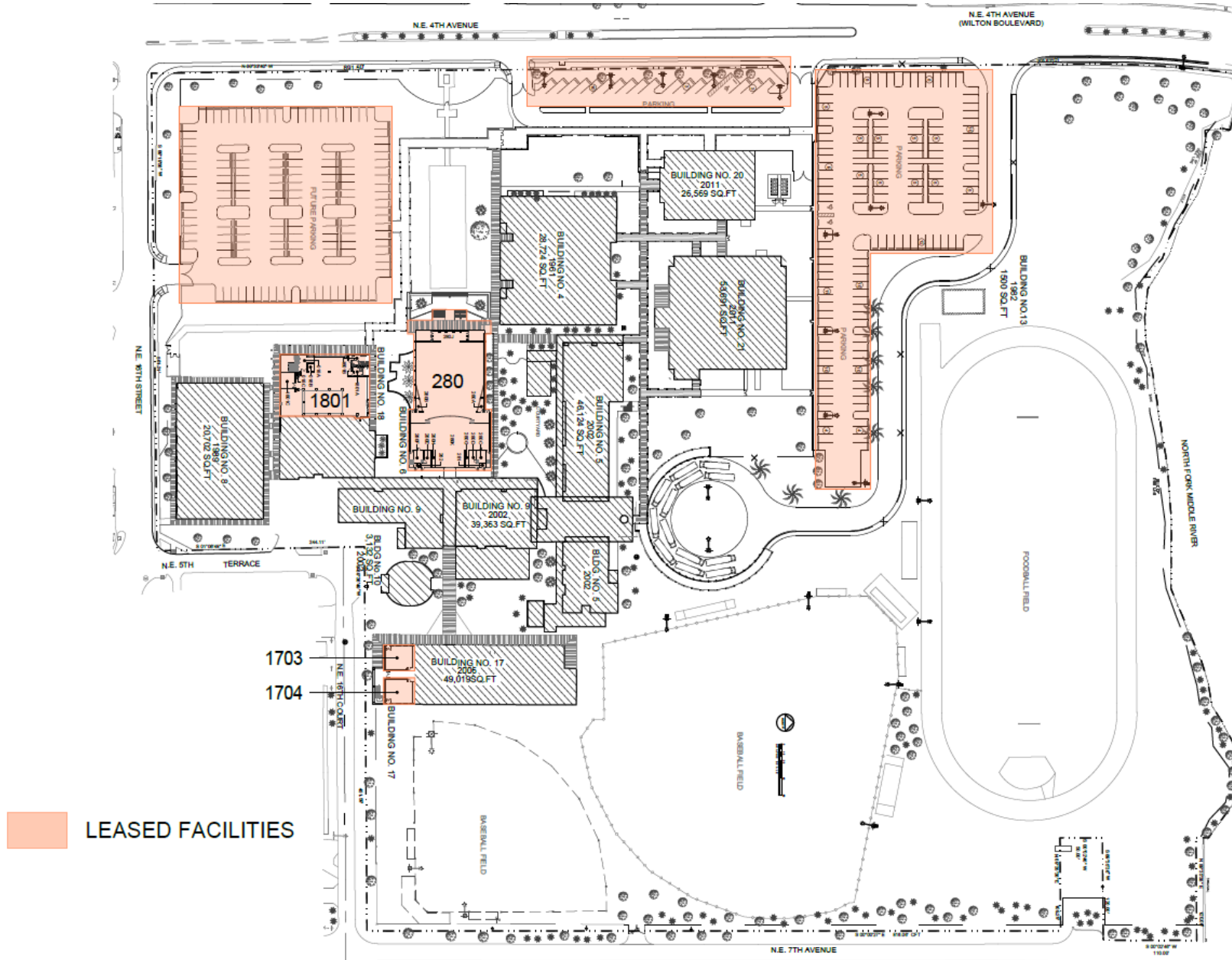
My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.





Preliminary Equipment List

For

Celebration Church Ft. Lauderdale

06/27/2017



June 27, 2017

Tarik Stewart
Celebration Church
9555 R G Skinner Pkwy
Jacksonville, FL 32256

Tarik,

Thank you for the opportunity for LMG to partner with you and Celebration Church Ft. Lauderdale. Based on our previous conversations, I am confident that LMG is the right partner for your church. My team and I have significant experience in projects of this size and scope with excellent results.

Per your request, this document is to serve as a preliminary equipment list based on the discussed scope. This document should only serve to provide an idea of the brands and models LMG would suggest for an installation of this size and scope. This equipment list will likely change as value engineering is applied.

Moving forward, LMG's staff of engineers and designers will partner with you and your staff to exceed your expectations within the defined scope parameters while remaining streamlined and volunteer friendly.

If you have any questions or concerns regarding this document, please do not hesitate to ask.

A handwritten signature in black ink, appearing to read 'Andrew Davis', with a large, sweeping flourish at the end.

Andrew Davis | Sales Engineer
LMG Systems Integration
407.312.0216 c
407.850.0505 o
Andrew.Davis@lmg.net



SYSTEMS INTEGRATION

LMG, LLC
PO BOX 770429
ORLANDO, FL 32877-0429
Phone: (407) 850-0505

PROPOSAL

Page: 1
Sales Engineer: Andrew Davis
Sales Quote Number: 2944
Sales Quote Date: 6/27/2017
Job No.: INT00488-01

Sold To:
CELEBRATION CHURCH
Tarik Stewart
9555 R G Skinner Pkwy
Jacksonville, FL 32256
US

Ship To / Job Site:

Project Description	Quantity
Equipment	
*Audio - FOH	
DigiCo X-S31-D2C-C-RP S31 Rack Pack w/ DMI B x 1 DMI Blank x 1	
DigiCo S31 Mixing Console	1
*Audio - PA	
L-acoustics ARCS FOCUS 2-Way Constant Curvature WS T Enclosure 15° x 90°	4
L-acoustics ARCS WIDE 2-Way Constant Curvature WST Enclosure 30° x 90°	2
L-Acoustics SB18I High power subwoofer, 1 x 18" installation version	4
L-acoustics WIFOBUMP Rigging Element for Vertical y Arraying ARCS® WIFO	2
L-Acoustics LA4X Amplified controller with PFC 4 x 1000 W/4 Ohms. ethernet network. AES/EBU	3
*Audio - Monitors	
Allen & Heath AH-ME-U 10 Port PoE Monitor HUB	1
Allen & Heath M-MADI-A 64-Channel MADI Card for iLive and GLD Consoles	1
Allen & Heath AH-ME-1 Personal Monitor Mixing includes stand bracket and headphone hook	11
Shure SE215-CL Sound Isolating Earphones with Dynamic Microdriver and Detachable Cable (Clear)	8

Continued on next page...



LMG, LLC
 PO BOX 770429
 ORLANDO, FL 32877-0429
 Phone: (407) 850-0505

PROPOSAL

Page: 2
 Sales Engineer: Andrew Davis
 Sales Quote Number: 2944
 Sales Quote Date: 6/27/2017
 Job No.: INT00488-01

Sold To:
 CELEBRATION CHURCH
 Tarik Stewart
 9555 R G Skinner Pkwy
 Jacksonville, FL 32256
 US

Ship To / Job Site:

Project Description	Quantity
Shure SE425-CL Sound Isolating Dual Driver Earphone with Detachable Cable and Formable Wire	2
Rapco Horizon LTI-1 Laptop Interface	5
Whirlwind MT-16-F-M-50 Snake - Fan to Fan, 16 XLR to 16 XLRM, 50', W16PR	1
CBI P-HX104-10 10' 1/4" Male TRS to 1/8" Female Adapter (Headphone Extension)	6
*Audio - Wireless Monitors	
Shure P9TRA425CL-G6 PSM®900 System with P9RA Rechargeable Bodypack Receiver & SE425CL Earphones	5
Shure PA821A Eight Port PSM Antenna Combiner 470-9 52MHz	1
Shure PA805SWB Passive Directional Antenna (470-952 MHz) Includes 10' BNC/BNC Cable	1
*Audio - Wireless Microphones	
Shure QLXD24/B87A-G50 Beta 87A Vocal System	2
Shure QLXD24/B58-G50 Beta 58® Vocal System	4
Shure QLXD24/SM58-G50 SM58® Vocal System	1
Shure QLXD124/85 Combo Wireless Microphone System	3
*Audio - Wireless Microphone Accessories	
Shure WA582B Body Pack Guitar Strap Pouch Black	2
Shure WA302 Wireless 2.5' TA4F 1/4" Guitar Cable	2
Shure UA844+SWB Antenna Distribution System	1
Shure UA874US Active Directional UHF Antenna with integrated amplifier	2

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SYSTEMS INTEGRATION

LMG, LLC
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PROPOSAL

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Sales Quote Number: 2944
Sales Quote Date: 6/27/2017
Job No.: INT00488-01

Sold To:
CELEBRATION CHURCH
Tarik Stewart
9555 R G Skinner Pkwy
Jacksonville, FL 32256
US

Ship To / Job Site:

Project Description	Quantity
*Audio-Microphones	
DPA FIO66B00-2 STD OMNI DfineBlack Microdot 66 Capsule	2
DPA DAD6010 Adapter for Shure U1, UR1, UT1, SC1, SLX1, ULX1, TOA WM4300, PGX1, Line 6 XD-V70L	2
Audix DP7 7-piece Drum Microphone Package	1
Shure SM57-LC Cardioid Dynamic Microphone	8
Shure Beta 91A Half-Cardioid Condenser Kick-Drum Microphone. Includes Preampfier and XLR Connect	1
Shure KSM32/CG Cardioid Studio Condenser Microphone-Stage Model (Charcoal Gray)	2
Shure A32SM ShureLock® Elastic-Suspension Shock Mount for KSM32 Models	2
Primacoustic Kickplate Boundary Microphone Platform	1
Auray RF-GN-10 Reflection Filter with Gooseneck 3 Pack	1
*Microphone Stands	
K&M 25900.500.55 259 Low Microphone Stand w/ Boom Arm - Black	4
K&M 25910.500.55 Extra Low Microphone Stand w/ 20.66" Boom Arm	6
K&M 24030.500.55 Microphone Holder for Drums, 5/8" Threaded Connect	1
K&M 21080.500.55 Telescoping Tripod Microphone and Boom (Black)	10
K&M 20130.500.55 Tripod Microphone Stand, 35.43 - 63.18" Height	16

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Ship To / Job Site:

Project Description	Quantity
*Audio - Sub Snakes	
Whirlwind MD-20-2-C6-100 Snake - Box to Fan MEDUSA w/ DATA, 20 XLR inputs, 2 CAT6 lines - 100'	1
Whirlwind MD-12-2-C6-100 Snake - Box to Fan MEDUSA w/ DATA, 12 XLR inputs, 2 CAT6 lines - 100'	2
Whirlwind MD-0-4-C5E-050 Snake - Box to Fan, 4 CAT5e Ethercon, 50', WCAT5E4, Snakeskin	1
*Audio - Cables	
CBI MT2QQ-10 Dual 1/4" TS Snake 10'	4
CBI MT2QQ-25 Dual 1/4" TS Snake 25'	2
CBI GA1-10 1/4" TS 10'	10
CBI GA1-25 1/4" TS 25'	4
CBI MLN-6 XLR3 - 6'	15
CBI MLN-20 XLR3 - 20'	20
CBI MLN-25 XLR3 - 25'	25
CBI MLN-50 XLR3 - 50'	15
CBI CAT6S-RB-50 Shielded Cat6 Shielded Cat6 50'	2
CBI CAT6S-RB-25 Shielded Cat6 25'	12
*Audio Misc.	
Radial R800 1102 Pro D2 Passive DI with 2 channels made for high output keyboards	4
Radial R800 1100 Pro D1 Passive DI for high output acoustic guitar, bass, and keyboard	4
*System Control	

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Ship To / Job Site:

Project Description	Quantity
QSC Core 110f Q-Sys Integrated Core	1
QSC I/O-8 FLEX 8 Flex Channels 8x8 GPIO, 1x RS232	1
QSC TSC-7w Q-SYS 7" PoE touchscreen controller for in-wall mounting	1
QSC TSC-7t Q-SYS 7" PoE touchscreen controller for table mounting	1
*Lighting - Control	
Jands Vista S1 Package w/2048 dongle	1
Apple Mac Mini 1.4GHz Dual-Core Intel Core i5	1
Acer G276HLDbd Black 27" 6ms (GTG) Widescreen LED Monitor 300 cd/m2 ACM 100,000,000:1 (3000:1)	1
*Lighting Distribution	
Pathway 6202 Pathport C-Series Node, 2 DMX Outputs	6
Pathway 6911 Pathport C-Series Portable/Hanging Enclosure	4
Pathway 6901 Pathport C-Series Surface Mount Enclosure With Knockouts	2
*Lighting - Fixtures	
Chauvet ROGUERH1HYBRID Rogue RH1 Hybrid	4
Chauvet ROGUER2WASH Rogue R2 Wash	4
Ultratec CLF2460 Radiance Hazer	1
Chauvet COLORado 1-TRI Tour Includes: powerCON Power Cord, Gel Frame Holder, Gel Frame	20
Chauvet OVATIONE160WW36 E160WW w/36 degree lens	10
Chauvet OVATIONE160WW50 E160WW w/50 degree lens	6

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Jacksonville, FL 32256
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Ship To / Job Site:

Project Description	Quantity
Chauvet COLORADOBATTEN72T Includes powerCON cord	6
Chauvet COLORRAILIRC LED Bar	12
*Lighting Cabling	
Elation AC5PDMX5PRO 5 FOOT, 5 PIN, PRO, DMX CABLE. PVC JAC	20
Elation AC5PDMX10PRO 10 FOOT, 5 PIN, PRO, DMX CABLE, PVC JAC	24
Elation AC5PDMX25PRO 25 FOOT, 5 PIN, PRO, DMX CABLE. PVC JAC	6
Elation AC5PDMX50PRO 50 FOOT, 5 PIN, PRO, DMX CABLE. PVC JAC	15
Elation AC3PDMX10PRO 10 FOOT, 3, PIN, PRO, DMX CABLE. PVC JAC	15
Elation AC3PDMX25PRO 25 FOOT, 3, PIN, PRO, DMX CABLE. PVC JAC	4
Elation AC3PDMX50PRO 50 FOOT, 3, PIN, PRO, DMX CABLE. PVC JAC	4
CBI PC14-6 14 Gauge, PowerCON Blue to PowerCON Gray	20
CBI PC14-10 14 Gauge, PowerCON Blue to PowerCON Gray	12
CBI PC14-15 14 Gauge, PowerCON Blue to PowerCON Gray	6
CBI PC14-25 14 Gauge, PowerCON Blue to PowerCON Gray	6
CBI PC14-50 14 Gauge, PowerCON Blue to PowerCON Gray	6
*Lighting - Rigging	
The Light Source MLB Mega Couplers	59

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Ship To / Job Site:

Project Description	Quantity
The Light Source SCB Safety Cable 30 Black	59
*Lighting - Dimmer Rack Replacement	
ETC CC20 Dual 20A Constant Current Module	10
*Lighting - Misc.	
Ultratec CFF2855 4L Luminous 7 Haze Fluid Case	1
LEE Filters #203 1/4 CTB Filter Roll (48" x 25')	1
LEE Filters #257 1/4 CTB Frost Filter Roll (48" x 25')	1
ProTapes Pro Gaffer Tape (3" x 55 yd, Black)	16
*Video - Projection	
Da-Lite 99932 PROFESSIONAL TNSD 220D DM HDTV 16' x 9' Motorized Screen	1
Panasonic PT-DW830ULK WXGA 720p DLP 8500 Lumens	1
Panasonic ET-DLE450 5.4-8.6:1, Zoom Lens	1
*Video - Switching	
Panasonic AW-HS50N Panasonic Compact HD/SD Live Swticher	1
*Video - Displays	
Samsung ED46D 46" Commercial LED LCD-TAA	3
Chief LTM1U Wall Mount	3
*Video - Playback and Conversion	
Apple iMac	1
Decimator MD-HX HDMI / SDI CROSS CONVERTER with Scaling and Frame Rate Conversion	6

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Ship To / Job Site:

Project Description	Quantity
Radial R800 1050 USB-Pro Digital USB DI for laptop 24/96 with heapdhone amp & isolated outs	2
*Equipment Rack & Hardware	
Middle Atlantic MRK-3731 37 RU, 31"D	2
Middle Atlantic ERK-1820LRD 18SP/20D RACK, LESS RD	1
Middle Atlantic SPN-37-312 Side Panels, 37 RU, 31- 32"D	1
Middle Atlantic MW-10FT-FC Fan Top, 550 CFM, w/ Controller	2
Middle Atlantic BR2 Brush Grommet Panel, 2 RU	4
Middle Atlantic MPR-6A MPR Raceway, 56", Accepts 6 Modules	1
Middle Atlantic M-2X20IGA MPR Module, 20 A, Double Duplex	1
Middle Atlantic RLM-20IGA MPR Module, 20A, Controlled, ISO Ground	3
Middle Atlantic PDT-1015C-NS -PD THIN,1-15A CIR, 10 Out	2
Middle Atlantic UPS-S1000R Premium Series UPS Backup UPS STD 1000VA	3
Global Cache IP2SL-P iTach TCP/IP to Serial (RS232) With Power Over Ethernet	3
*Networking	
D-Link DGS-1510-28P 28-Port Gigabit Stackable SmartPro PoE Switch	2
D-Link DEM-431XT-DD 10GBASE-SR Multimode Fiber SFP+ Transceiver with DDM	2