



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

LL-1.

MEETING DATE	2018-02-21 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	LL. 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 checked="" type="radio"/> Yes <input type="radio"/> No

TITLE:

Parking Lease Agreement with The State of Florida Department of Children and Family Services

REQUESTED ACTION:

Approve the Parking Lease Agreement with The State of Florida Department of Children and Family Services (DCF) for parking within the Kathleen C. Wright Administration Complex parking garage.

SUMMARY EXPLANATION AND BACKGROUND:

On March 5, 2013, The School Board of Broward County, Florida (SBBC) approved the Parking Lease Agreement between the SBBC and DCF to lease five (5) parking spaces at the Kathleen C. Wright Administration Complex parking garage. On May 18, 2015, the SBBC amended the Parking Lease Agreement, due to DCF's desire to reduce the number of leased parking spaces from five (5) to one (1). See Supporting DOCS for continuation of Summary Explanation and Background.
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel and has been executed by DCF.

SCHOOL BOARD GOALS:

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

FINANCIAL IMPACT:

There will be positive financial impact to the District in the amount of \$1,878.10 for the initial term of this agreement; thereafter, the rental fee shall increase by 3% for each additional year the agreement is renewed.

EXHIBITS: (List)

(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) Parking Lease Agreement (4) 2017-2018 Analysis Matrix

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
1/22/2018, 12:13:22 PM

Approved In Open Board Meeting On: **FEB 21 2018**

Mona Rupert
School Board Chair

Continuation of Summary Explanation and Background

The original Parking Lease Agreement approved by the SBBC on March 5, 2013, called for a three (3) year term, from March 6, 2013, through March 5, 2016, with an option to renew for two (2) additional one-year periods under the same terms and conditions. Under the original Lease Agreement DCF would be required to pay an annual three percent (3%) increase in the rental fees for each year of the Agreement, to include the two (2) year renewal option.

EXECUTIVE SUMMARY

Parking Lease Agreement with The State of Florida Department of Children and Family Services

Additional Background Information:

The State of Florida Department of Children and Family Services (DCF) utilized certain parking spaces at the main county parking garage for its employees, which include its attorneys that conduct daily business at the Broward County Courthouse (Courthouse). Due to the recent renovations at the Courthouse, DCF has leased parking spaces at the Kathleen C. Wright Administration Complex (KCW) parking garage since 2013, and has indicated its desire to continue leasing a parking space at the KCW parking garage.

The original Parking Lease Agreement between SBBC and DCF was for three (3) years, beginning March 6, 2013, through March 5, 2016 and provided DCF access to five (5) parking spaces located in the KCW parking garage Monday through Friday from 7:00am to 7:00pm. On May 18, 2015, the SBBC approved the First Amendment to the Parking Lease Agreement reducing the number of leased parking spaces from five (5) to one (1), due to a request from DCF. Under this Amendment DCF would be granted permission to use one (1) parking space in the Kathleen C. Wright Administration Complex parking garage, Monday through Friday from 7:00am to 7:00pm for the duration of the Lease Agreement.

If approved by the Board, this Lease Agreement would grant DCF use of one (1) parking space at the KCW parking garage for a period of one (1) year, and provide DCF the option to renew for two (2) additional one (1) year periods. DCF would be required to pay rent in the amount of \$1,878.10 for the first (1st) year and subject to a three percent (3%) annual increase for each additional year requested.

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT is made and entered into as of this 21st day of February, 2018, 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

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
(hereinafter referred to as "DCF"),
with a place of business at]
1400 West Commercial Boulevard, Suite 250E, Fort Lauderdale, Florida 33309

WHEREAS, DCF wish to continue using the Kathleen C. Wright Administration Complex parking garage for its employees conducting daily business at the Broward County Courthouse (Courthouse); and

WHEREAS, DCF desires to enter into an agreement with SBBC to lease one (1) parking space in SBBC's garage that services the Kathleen C. Wright Administration Complex; and

WHEREAS, SBBC is willing to enable the DCF's limited use of SBBC's aforesaid parking facilities.

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 hereto 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 or extended as permitted herein, the term of this Agreement shall commence on March 6, 2018 (hereafter referred to as "Commencement Date") and conclude on March 5, 2019.

2.02 **DCF Garage Space.** SBBC owns the Kathleen C. Wright Administration Complex and its accompanying parking garage (hereinafter referred to as "**KCW Parking Garage**") located

in the 600 block of Southeast Third Avenue in Fort Lauderdale, Florida. During the term of this Agreement, SBBC shall permit the DCF to use one (1) parking space (hereinafter referred to as “**DCF Garage Parking Space**”) located on the uppermost (5th) floor of the KCW Parking Garage on Mondays through Fridays from 7:00AM to 7:00PM. SBBC shall mark the DCF Garage Parking Space for DCF’s use during the aforesaid hours. SBBC may use the DCF Garage Parking Space at any times other than Mondays through Fridays from 7:00AM to 7:00PM. All parking spaces located in the KCW Parking Garage other than DCF Garage Parking Space shall be reserved for SBBC’s use and that of SBBC’s invitees and as otherwise stated in other agreements between SBBC and other entities.

2.03 Option to Renew: DCF and the SBBC shall have the option to renew this Agreement for two (2) one-year renewal terms. Each renewal term shall be on the same terms and conditions as the initial term except that the monthly rent payable under this Agreement for parking space fees shall increase by three percent (3%) per parking space for each exercised renewal term. DCF must provide SBBC at least One Hundred and Eighty (180) days written notice of its intention to exercise each option to renew the Agreement term. The SBBC has the option to renew the extension for each additional year and response to DCF in writing within 30 days of receiving DCF written notice of renewal.

2.04 Rental for DCF Garage Parking Space. DCF shall pay an **annual rental fee of \$1,878.10 (or \$156.51 per month)** to the SBBC. DCF shall pay the fee due on the six (6) day of each calendar month to SBBC via the Facility Planning and Real Estate Department at the address noted in Section 2.20. In the event any monthly rent 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 and late charge of five percent (5%) of the amount of the payment due. However, if DCF chooses to pay the annual fee due in one lump sum, such payment must be made by March 13, 2018. In the event this annual rent 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 and late charge of five percent (5%) of the amount of the payment due. If payment due is not received as stated herein, the SBBC may take steps to terminate this Agreement consistent with provisions of Section 3.05.

2.05 Additional DCF Parking. If any DCF vehicle (including a vehicle displaying a parking permit) makes use of any parking space in the KCW Parking Garage other than the marked DCF Garage Parking Space, DCF shall pay SBBC in addition to the amount per space cited in Section 2.04 above to a daily parking fee of \$20 per day for each space used by DCF other than the marked DCF Garage Parking Space. SBBC shall invoice DCF on a monthly basis for DCF’s use of KCW Parking Garage other than the marked DCF Garage Parking Space and such invoices shall be processed and paid by DCF in accordance with Section 215.422, Florida Statutes.

2.06 KCW Modifications. DCF shall pay SBBC, if deemed necessary by both parties, for the cost of any modifications made necessary by SBBC to permit DCF personnel to utilize the elevators to the KCW Parking Garage while preventing unauthorized access to other portions of the Kathleen C. Wright Administration Complex. SBBC shall invoice DCF for the costs of such KCW Modifications and such invoices shall be processed and paid by DCF in accordance with Section 215.422, Florida Statutes. DCF shall also pay SBBC for the cost of removing such KCW

Modifications and restoring the premises to its original condition after the end of the term of this Agreement (or any final extension or renewal thereof). SBBC shall invoice DCF for removal of the KCW Modifications and restoration of the premises and such invoices shall be processed and paid by DCF in accordance with Section 215.422, Florida Statutes.

2.07 **Marking of DCF Garage Parking Space.** SBBC shall mark the DCF Garage Parking Space to indicate exclusive use of that space by DCF during Mondays through Fridays from 7:00AM to 7:00PM. DCF shall pay SBBC for the cost of marking the DCF Garage Space and for the removal of such markings after the conclusion of the term of this Agreement (or any final extension or renewal thereof). SBBC shall invoice DCF for the marking of DCF Garage Parking Space at the start of the initial term and for their removal after the conclusion of the term of the Agreement (or any final extension or renewal thereof) and such invoices shall be processed and paid by DCF in accordance with Section 215.422, Florida Statutes.

2.08 **Garage Parking Permits.** SBBC shall issue a temporary parking permit for the vehicle authorized to park in the designated DCF Garage Parking Space. DCF may assign, transfer and reassign the parking permits to its employees, clients and invitees for use in their vehicles as DCF may elect in its sole discretion. Any vehicle parked in the DCF Garage Parking Space without displaying the required parking permit will be towed at the direction of SBBC at the expense of the vehicle's owner. SBBC shall invoice DCF for the cost of issuing the parking permit and such invoices shall be processed and paid by DCF in accordance with Section 215.422, Florida Statutes.

2.09 **Security Measures – Towing Zone.** DCF shall pay SBBC for the cost of placing a sign in the KCW Parking Garage notifying persons that the garage facility is private parking and that any unauthorized vehicles will be towed at the expense of the vehicle's owner if applicable. Only SBBC's designated personnel shall be authorized to place orders for the towing of unauthorized vehicles during the term of the Agreement (or any extension or renewal thereof). SBBC shall invoice DCF for the placement of towing signs in the KCW Parking Garage at the start of the initial term and for their removal after the conclusion of the term of the Agreement (or any final extension or renewal thereof) and such invoices shall be processed and paid by DCF in accordance with Section 215.422, Florida Statutes.

2.10 **Security Measures – DCF Badges.** Any DCF employees using the DCF Garage Parking Space must wear DCF identification badges at all times upon entry to the KCW Parking Garage and while on the premises of the Kathleen C. Wright Administrative Complex. Any DCF clients or other invitees authorized by DCF to use the DCF Garage Parking Space must be accompanied by a DCF employee at all times upon entry to the KCW Parking Garage and while on the premises of the Kathleen C. Wright Administrative Complex.

2.11 **Maintenance.** SBBC shall maintain the KCW Parking Garage in good working order and repair. However, SBBC shall not be obligated to repair the KCW Parking Garage in the event of any circumstance constituting force majeure described in Section 3.21. In such event either party may elect to terminate this Agreement upon twenty-four (24) hours' written notice to the other party. No rental shall be payable by DCF for any periods during which the DCF Garage Parking Space were rendered unusable by force majeure.

2.12 **Ad Valorem Tax Exemption.** The parties agree that the submittal of an Ad Valorem Tax Exemption Application to the Broward County Property Appraiser and Return by the Appraiser is not required for DCF to enter into this Agreement and use the DCF Garage Parking Space.

2.13 **Insurance Requirements.**

a. DCF acknowledges, without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that it is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

b. **Automobile Liability Insurance:** DCF 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.

c. **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.

d. **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 DCF 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.

2.14 **Licenses and Permits.** DCF agrees to obtain at its sole expense any permits, licenses or additional authorizations that may be required by law or ordinance for DCF's use of the DCF Garage Parking Space.

2.15 **Removal of Property.** DCF agrees to remove its property (and that of its employees, clients and invitees making use of the KCW Parking Garage pursuant to Section 3.05) from the KCW Parking Garage within ten (10) business days after the conclusion or termination of DCF's permitted use of such facilities. DCF agrees that any such property remaining within the KCW Parking Garage more than ten (10) business days beyond the termination of this Agreement (or any final extension or renewal thereof) shall be considered abandoned and may be disposed of at the sole discretion of SBBC's site administrator without any recourse by DCF, its employees, clients and invitees. It is agreed that no bailor/bailee relationship shall be construed to exist between SBBC and DCF or DCF's employees, clients and invitees with regard to any property left by such persons at times other than those permitted under this Agreement.

2.16 **Hazardous Materials.** DCF shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the KCW Parking Garage by DCF, its agents, principals, employees, contractors, consultants or invitees without the prior written consent by the SBBC, which consent may be withheld for any reason whatsoever or for no reason at

all. If DCF breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material upon the KCW Parking Garage caused or permitted by DCF (or the aforesaid others) results in (a) any contamination of the KCW Parking Garage, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, or if contamination of the KCW Parking Garage or the surrounding area(s) by Hazardous Material otherwise occurs for which DCF is legally, actually or factually liable or responsible to SBBC (or any party claiming, by through or under SBBC) for damages, losses, costs or expenses resulting therefrom, then DCF shall be solely responsible for all costs, expenses and amounts required to remediate, clean up and correct such matter and DCF shall further fully and completely indemnify, defend and hold harmless SBBC (or any party claiming by, through or under SBBC) from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses [including, without limitation: (i) diminution in the value of the KCW Parking Garage and/or the land on which the KCW Parking Garage are located and/or any adjoining area(s) which SBBC owns or in which it holds a property interest; (ii) damages for the loss or restriction on use of rentable or usable space of any amenity of the KCW Parking Garage or the land on which the KCW Parking Garage are located; (iii) damages arising from any adverse impact on marketing of space; and (iv) any sums paid in settlement of claims, reasonable attorneys and paralegals' fees, (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings) consultants fees and expert fees] which arise during or after the term of this Lease Agreement or any renewal thereof, as a consequence of such contamination. This indemnification of SBBC by DCF includes, without limitation, costs incurred in connection with any investigation or site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the KCW Parking Garage.

- a. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the KCW Parking Garage or the surrounding area(s) caused or permitted by DCF (or the aforesaid others) results in (a) any contamination of the KCW Parking Garage, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then DCF shall immediately notify SBBC of any contamination, claim of contamination, loss or damage and, after consultation and approval by SBBC, take all actions at DCF's sole expense as are necessary or appropriate to return the KCW Parking Garage, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of DCF shall survive the expiration or earlier termination of this Lease Agreement.
- b. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely

hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), petroleum, any and all material or substances which are classified as "biohazardous" or "biological waste" (as such terms are defined by Florida Administrative Code ("F.A.C.") Chapter 17-712, as amended from time to time), and extremely "hazardous waste" or "hazardous substance" pursuant to federal, state or local governmental law.

- c. SBBC and its agents shall have the right, but not the duty, to inspect the KCW Parking Garage at any time to determine whether DCF is complying with the terms of this Lease Agreement. If DCF is not in compliance with this Lease Agreement, SBBC shall have the right to immediately enter upon the KCW Parking Garage to remedy at DCF's expense any contamination caused by DCF's failure to comply, notwithstanding any other provision of this Lease Agreement. SBBC shall use its best efforts to minimize interference with DCF's operations, but shall not be liable for any interference caused thereby.
- d. Any non-compliance by DCF with its duties, responsibilities and obligations under this Section shall constitute a default of this Lease Agreement, no notice of any nature from SBBC to DCF being required.

2.17 **Adult Products and Smoking.** DCF and its employees, clients and invitees shall not bring, keep or possess any adult products, intoxicating beverages, drugs, narcotics or gambling devices upon SBBC property. In accordance with state law and SBBC Policy 1120, smoking will not be permitted upon SBBC property under any circumstances.

2.18 **Removal of Persons.** SBBC reserves the right, through its representatives, to eject any objectionable person or persons from SBBC property including, without limitation, the KCW Parking Garage. In the event of the exercise of such authority, DCF hereby waives any right and all claims for damages against SBBC or any of its representatives or agents.

2.19 **DCF's Obligations Subject to an Annual Appropriation.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

2.20 **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 Section. 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 and Real Estate Department
The School Board of Broward County, Florida
600 Southeast Third Avenue – 8th Floor
Fort Lauderdale, Florida 33301

To DCF: Regional Managing Director
State of Florida Department of Children and Family Services
1400 West Commercial Boulevard
Fort Lauderdale, Florida 33309

With a Copy to: Office of General Counsel
Florida Department of Children and Family Services
Southeast Region Office
111 South Sapodilla Avenue, Suite 303
West Palm Beach, Florida 33401

2.21 **Liability.** To the extent permitted by law and without waiving the sovereign immunity of either party or the limits to liability existing under Section 768.28, Florida Statutes, each party agrees to be responsible for its acts of negligence or its agents acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from such 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.

2.22 **Absence of Option.** SBBC has delivered a copy of this Agreement to DCF for DCF's review only and the delivery hereof does not constitute an offer to DCF or an option to lease or a reservation of or option for the KCW Parking Garage, and this Agreement shall become effective only when a copy executed by both SBBC and DCF is delivered to and accepted by SBBC.

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 nothing in this Agreement shall create or confer any rights or obligations in or upon any third person or entity under this Agreement. There shall be no substantial benefit to a third party as a result of 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 **Non-Discrimination/Equal Opportunity Provision.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Lease Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC or DCF 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 **Annual Appropriation by SBBC.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which

funds have been allocated. SBBC shall notify DCF at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

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

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

3.10 **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.

3.11 **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.

3.12 **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.

3.13 **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.

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

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

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, 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.

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 **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.





Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Nora Rupert, Chair

Approved as to Form and Legal Content:


Digitally signed by Kathelyn Jacques-Adams, Esq. -
kathelyn.jacques-adams@gbrowardschools.com
Reason: State of Florida Department of Children
and Family Services - Parking Lease
Date: 2017.12.01 11:16:09 -05'00'

Office of the General Counsel

FOR DCF

STATE OF FLORIDA DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

By Vern Melvin
Vern Melvin
Regional Managing Director

DATE: 11-20-17

Approved as to form and legal content:
[Signature]
Office of the General Counsel, Southeast Region

**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 Florida

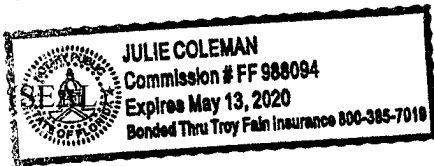
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 20th day of
November, 2018 by Jean Costa of
Name of Person
Department of Children and Families, on behalf of the corporation/agency.
Name of Corporation or Agency

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

My Commission Expires:

[Signature]
Signature - Notary Public
Julie Coleman
Printed Name of Notary
FF 988094
Notary's Commission No.



2017-2018 Analysis Matrix

Renewal of Lease Agreement Between The School Board of Broward County, FL and Department of Children & Families Comparable Rental Sites Staff Recommendations/Comments

	Site Location	Building Type/Class	Monthly Base Rent	Rental Terms	Comments
1	Kathleen C. Wright Administrative Complex (KCW Parking Garage) 600 SE 3rd Avenue Fort Lauderdale, FL 33301	Garage	\$156.51	Monthly	Annual increase minimum of 3% or Consumer Price Index(CPI) for both base rent and operational cost. Parking Access Monday - Friday 7am to 7pm.
2	Broward County Governmental Center 151 SW 2nd Street Fort Lauderdale, FL 33301	Garage	\$150.00	Monthly	Parking Access Restrictions: Hours: Exit Open 24/7, No entry Mon and Fri 3-6 a.m., Tue through Thu 1-6 a.m., Sat through Sun 6-10 a.m.
3	City Park Garage 150 SE 2nd Street Fort Lauderdale, FL	Garage	\$79.50	Monthly	Permit Vehicles may park in permit areas only. Permit areas are on levels 3, 4, 5, 6 & 7.
4	Arts & Science District Garage 101 SW 5th Ave. Fort Lauderdale	Garage	\$53.00	Monthly	Permit Vehicles may park in permit areas only.
Average			\$94.17		

** The average dollar amounts are derived from properties 2 through 4.

NOTE 1: Amounts may vary due to dollar amount being rounded to the nearest decimal.