

SECOND AMENDMENT TO MASTER LEASE AGREEMENT

THIS SECOND AMENDMENT TO MASTER LEASE AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between

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

and

CITY OF FORT LAUDERDALE, FLORIDA
(hereinafter referred to as “CITY”)
a municipal corporation of the State of Florida
whose address is
100 North Andrews Avenue, Florida 33301

WHEREAS, SBBC and the City entered into a forty (40) year Master Lease Agreement on October 26, 1978 (hereafter “Agreement”) to allow the City to lease, equip and improve a portion of various Broward County school grounds to be used for recreational purposes and made available to residents of the City in the area; and

WHEREAS, SBBC and the City entered into a First Amendment to Master Lease Agreement on December 20, 2016 (hereafter “First Amendment”) to allow the City to utilize a restroom located adjacent to Croissant Park Elementary School’s athletic field and to incorporate certain provisions into the Agreement; and

WHEREAS, the City desires, at the City’s cost, to make improvements at Bennett Elementary School (hereafter “School”), to include construction of a new basketball court and playground area (hereafter “Leased Premises”) for the School, as well as City residents to utilize after school hours; and

WHEREAS, SBBC and the City mutually desire to amend the Agreement to authorize the City to make the improvements at Bennett Elementary through this Second Amendment to the Agreement (hereafter “Second Amendment”); and

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

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

1.02 **Amended Provisions.** The parties hereby agree to the following amended provision to the Agreement:

The following provision shall be added to the Agreement, by interlineation, as follows:

2.01 **Leased Premises.** The Master Lease Agreement is hereby amended to include the basketball court and playground areas that the City will install at Bennett Elementary School and shown on the sketch attached hereto as **Exhibit “B”** and made a part hereof.

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

(a) The authority to grant this approval regarding 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 the City will prepare and submit plans to the SBBC’s Chief Facilities Officer and Chief Building Official for review and approval. Any plans must meet 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 on the plans. 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. The City agrees to obtain all necessary permits and approvals and to contract with a Contractor for the construction of the Improvements.

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

(c) The City shall ensure the contractor correct any defective or faulty work or materials that appear after the completion of the Improvements within the warranty period of such work performed, and during the term of the lease.

(d) Any facilities placed on said Leased Premises 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.

2.03 Maintenance.

(a) It shall be the responsibility of the City to maintain and keep the Leased Premises clean, sanitary and free from trash and debris during and after public use. The Leased Premises shall be mowed by the SBBC to prevent unsightly accumulation of weeds and other vegetation. Upon failure of the City to comply with the provisions of this section, SBBC shall give written

notice to the City of such failure to comply, by Certified Mail, Return Receipt Requested. If after a period of ten (10) days of such mailing, the City has not commenced to complete the cleaning of said Leased Premises, SBBC shall have the right to enter upon the Leased Premises, remove trash and debris from the area, and charge the City the cost incurred by SBBC for such services. Billing for trash and debris removal shall be on a per-cleaning basis and shall be due and payable within fifteen (15) days after receipt of said billing by the City.

(b) Notwithstanding any of the provisions of the foregoing subsection, the parties further agree that the City, in addition to the above, will clean up the Leased Premises after each and every event it sponsors, and SBBC will be responsible to clean after each and every event it sponsors. In the event that SBBC fails to maintain and clean the premises during SBBC's use of the Leased Premises, then City shall have the right to clean the premises and charge SBBC for all cleanup costs and SBBC shall pay for such costs within fifteen (15) days after receipt of said billing by the City.

(c) The upkeep and maintenance of all capital improvements on Leased Premises shall be borne by the City, and the City agrees at all times to keep the areas herein leased and the Improvements placed on said areas properly maintained, during the term of the lease except as set forth in (b) above.

(d) Notwithstanding anything else in this Section 2.03 to the contrary, the SBBC and the City agree that both parties shall be liable and responsible for any and all maintenance, cleanup, damages and injuries that may arise during the time the Leased Premises is under their respective jurisdiction.

2.04 **Parking.** The City residents shall use the open access parking lot(s) located on the Leased Premises to park vehicles while using Leased Premises. For the purposes of this Agreement a vehicle shall be defined as a (car, pick-up truck, SUV and/or motorcycle).

2.05 **Rental of Leased Premises.** The City may not rent the Leased Premises for the use of a third party without obtaining the prior written consent of the Superintendent or his designee of the school upon which the Lease Premises are located.

2.06 **Hours of Operation.** The Leased Premises will be under the control of the SBBC during the hours school is in session. Control and use of the area as depicted on the sketch (**Exhibit B**) will be under the jurisdiction of the City during off-school hours.

2.07 **Security of Leased Premises.** The City will randomly check the Leased Premises when under the control and use by the City. If it is determined that any safety issues occurred during the time the Leased Premises was under the City's jurisdiction the City will be liable and indemnify the SBBC consistent with Sections 2.10, 2.12, and any other applicable provisions in this Agreement.

2.08 **Ownership of Improvement at Lease Expiration.** In the event this Agreement is not terminated and/or canceled by SBBC or the City prior to its expiration date, all permanent Improvements shall become the property of SBBC at the expiration of this Agreement. However,

the City shall have the right to remove all moveable (non-permanent) Improvements at the expiration, cancellation or termination of this Agreement.

2.09 **Insurance.** Upon execution of this Second Amendment to the Master Lease Agreement, each party shall submit to the other, copies of its certificate(s) of insurance or self-insurance evidencing the required coverage.

2.10 **Required Insurance Coverages.** Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each party 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.

2.10.1 Each party shall maintain and keep in effect during the full term of the Agreement, Workers' Compensation coverage with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability coverage.

2.10.2 Automobile Liability: Each party shall maintain Automobile Liability coverage on all Owned, Non-Owned and Hired vehicles for Bodily Injury and Property Damage.

2.10.3 Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

2.10.4 No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party.

2.11 **Background Screening:** The City 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 City or its personnel providing any services under the conditions described in the previous sentence. The 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 the City and its personnel. The parties agree that the failure of the 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, each party agrees to indemnify and hold harmless the other party, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from its 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 City of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.12 **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.

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

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

2.14 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

2.15 **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; SIGNATURE PAGES FOLLOW]

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: _____
Nora Rupert, Chair

ATTEST:

Date: _____

Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

Office of the General Counsel

FOR CITY

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

CITY OF FORT LAUDERDALE,
FLORIDA a municipal corporation of the
State of Florida

By _____
DEAN J. TRANTALIS, Mayor

(CORPORATE SEAL)

ATTEST:

JEFFREY A. MODARELLI, City Clerk

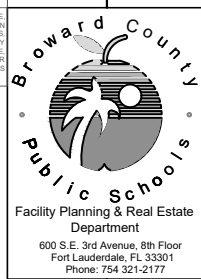
By _____
LEE R. FELDMAN, City Manager

Approved as to form:
ALAIN E. BOILEAU, Interim City Attorney

KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

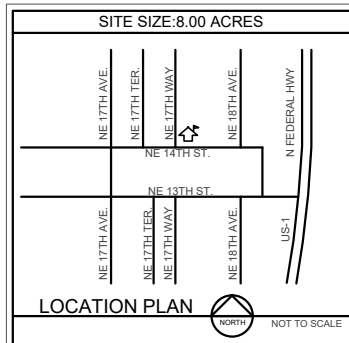
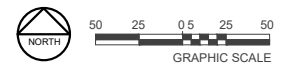


TO ALL WHO UTILIZE THIS PLAN, BE ADVISED THE PLAN IS NOT DRAWN TO SCALE AND WAS GENERATED CONSISTENT WITH FLORIDA DEPARTMENT OF EDUCATION DIRECTIVE FOR SCHOOL DISTRICTS TO HAVE ON FILE COMPUTER AIDED DRAWINGS (CAD) THAT DEPICT THE PLAN OF ALL SCHOOL DISTRICT FACILITIES AS THEY PERTAIN TO FLORIDA INVENTORY OF SCHOOL HOUSES (F.I.S.H.) DATA. THEREFORE THE CAD DRAWINGS IS NOT AS-BUILT CONSTRUCTION DRAWINGS. THIS, FOR AS-BUILT CONSTRUCTION DRAWINGS REGARDING BROWARD COUNTY SCHOOLS DISTRICT FACILITIES, CONTACT THE OFFICE OF FACILITIES AND CONSTRUCTION.



F.I.S.H.	
NORTH AREA	
DISTRICT NUMBER- MSID	
0201	
STATE NUMBER	
PARCEL	FACILITY
016	0015

REVISIONS	DATE	BY	COMMENT
1	07/20/04	M.A.A.	REVISION SITE PLAN
2	10/20/07	GAZDAN	UNLIMITED SITE PLAN (METER)
3	02/20/11	J.P.	REVISION SITE PLAN



BENNETT ELEMENTARY SCHOOL
1755 N.E. 14 STREET FORT LAUDERDALE FL, 33304
CAD FILE NAME: FE0201SP1

ORIGINAL ISSUE DATE: AUGUST-21-2008
SITE PLAN

SITE PLAN

LEGEND

LEASED PREMISES & CITY SITE IMPROVEMENTS