



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-07-24 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	L. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Facility Planning and Real Estate

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

ITEM No.:
 L-7.

TITLE:
 Second Amendment to Master Lease Agreement with the City of Fort Lauderdale for Bennett Elementary School

REQUESTED ACTION:
 Approve the Second Amendment to Master Lease Agreement with the City of Fort Lauderdale for Bennett Elementary School.

SUMMARY EXPLANATION AND BACKGROUND:
 On October 26, 1978, The School Board of Broward County, Florida (SBBC) and the City of Fort Lauderdale, Florida (City) entered into a forty (40) year Master Lease Agreement allowing the City to utilize the recreational grounds at various schools in the City.
 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. This Agreement will be executed by the City of Fort Lauderdale after School Board approval.

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

FINANCIAL IMPACT:
 There is no financial impact to the School District.

EXHIBITS: (List)
 (1) Continuation of Summary Explanation and Background (2) Executive Summary (3) Second Amendment to Master Lease Agreement (4) First Amendment to Master Lease Agreement (5) Master Lease Agreement (6) Timeline (7) Principal Confirmation

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
 7/9/2018, 11:56:57 AM

Approved In Open Board Meeting On: JUL 24 2018
 By: *Nona Rupert*
 School Board Chair

Continuation of Summary Explanation and Background

On December 20, 2016, SBBC and the City entered into a First Amendment to Master Lease Agreement regarding use of restroom located at Croissant Park Elementary School.

This Second Amendment to Master Recreation Lease Agreement will allow the City to make improvements, at its sole expense, to construct a playground and basketball courts at Bennett Elementary School for City resident's use after school hours.

EXECUTIVE SUMMARY

Second Amendment to Master Lease Agreement with the City of Fort Lauderdale for Bennett Elementary School

On October 26, 1978, The School Board of Broward County, Florida (SBBC) and the City of Fort Lauderdale, Florida (City) entered into forty (40) year Master Recreation Lease Agreement allowing the City to utilize the recreational grounds at various Schools in the City. On December 20, 2016, SBBC and the City entered into a First Amendment to Master Lease Agreement allowing the City to install fencing around a restroom located at Croissant Park Elementary School and utilize the restroom during the time the City has access to the athletic field that is located adjacent to the restroom at Croissant Park Elementary School.

This Second Amendment to Master Recreation Lease Agreement will allow the City to make improvements, at its sole expense, to construct a playground and basketball courts at Bennett Elementary School for the City resident's use after school hours. Also, while School is in session, the School will have access to and use of the playground and basketball courts. The City will maintain all City improvements on the School grounds. The School Principal has been consulted and is in favor of the City's installation and use of the playground and basketball courts.

It should be noted that the Leased Premises is depicted as Exhibit B in the Second Amendment to Master Lease Agreement because Exhibit A was already depicted in the First Amendment to the Master Lease Agreement to reference Leased Premises at Croissant Park Elementary.

SECOND AMENDMENT TO MASTER LEASE AGREEMENT

THIS SECOND AMENDMENT TO MASTER LEASE AGREEMENT is made and entered into as of this 27th day of July, 2018, 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:

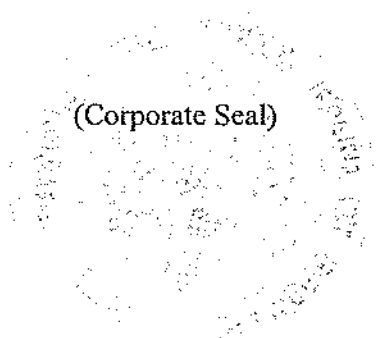
- a) This Second Amendment to Master Lease Agreement; and
- b) the First Amendment to Master Lease Agreement; and
- c) the Master Lease Agreement.

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]



(Corporate Seal)

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: Nora Rupert
Nora Rupert, Chair

Date: July 24th, 2018

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:


Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams,
Esq. - kathelyn.jacques-
adams@gbrowardschools.com
Reason: City of Fort Lauderdale, Florida -
Second Amendment to Master Lease
Date: 2018.06.11 11:00:16 -04'00'

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)



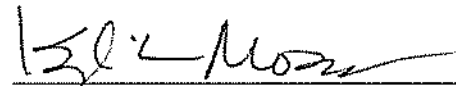
ATTEST:


JEFFREY A. MODARELLI, City Clerk

By 
LEE R. FELDMAN, City Manager

FOR

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


KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
L-2.

MEETING DATE	Dec 20 2016 10:35AM - Regular School Board Meeting
AGENDA ITEM	CONSENT ITEMS
CATEGORY	L. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Facility Planning and Real Estate

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

TITLE:
First Amendment to Master Lease Agreement with the City of Fort Lauderdale for Croissant Park Elementary School

REQUESTED ACTION:
Approve the First Amendment to Master Lease Agreement with the City of Fort Lauderdale for Croissant Park Elementary School.

SUMMARY EXPLANATION AND BACKGROUND:
On October 26, 1978, The School Board of Broward County, Florida (SBBC) and the City of Fort Lauderdale, Florida (City) entered into a forty (40) year Master Lease Agreement allowing the City to utilize the athletic field at Croissant Park Elementary School. 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. It should be noted that the City of Fort Lauderdale is also taking formal action on this Agreement on December 20, 2016. This Agreement will be executed by the City of Fort Lauderdale after School Board approval.

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

FINANCIAL IMPACT:
There is no financial impact to the School District; therefore this item does not require a collaboration form from the Capital Budget Department.

EXHIBITS: (List)
(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) First Amendment to Master Lease Agreement (4) Master Lease Agreement

BOARD ACTION:
APPROVED AS AMENDED
(See Amendment Attached)
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Chris Akagbosu	Phone: 754-321-2162
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Leslie M. Brown - Chief Portfolio Services Officer

Approved In Open Board Meeting On: DEC 20 2016

Signature
Leslie M. Brown 12/8/2016, 4:10:59 PM

By: *Abby M. Freedman*
School Board Chair

Continuation of Summary Explanation and Background.

There are School out-building restrooms adjacent to the athletic field that the City desires to have access to when utilizing the athletic field. This First Amendment to Master Lease Agreement would allow the City, at its sole expense, to install fencing around the restrooms and utilize the restrooms during the time the City has access to the athletic field. It will be the City's responsibility to lock and secure the fence to the restrooms when the City is finished using the athletic field.

EXECUTIVE SUMMARY

First Amendment to Master Lease Agreement with the City of Fort Lauderdale for Croissant Park Elementary School

On October 26, 1978, The School Board of Broward County, Florida (SBBC) and the City of Fort Lauderdale, Florida (City) entered into a forty (40) year Master Lease Agreement allowing the City to utilize the athletic field at Croissant Park Elementary School. The City utilizes the athletic field for their sports and summer camp programs.

There are School out-building restrooms adjacent to the athletic field that the City desires to have access to when utilizing the athletic field. The City currently uses port-a-potties when utilizing the fields, which has to be transported to the site each time. To secure the entire School site, the City, will install fencing around the restrooms which will eliminate access to the entire School site when the City has access to the restrooms.

This First Amendment to Master Lease Agreement would allow the City, at its sole expense, to install fencing around the restrooms and utilize the restrooms during the time the City has access to the athletic field. It will be the City's responsibility to lock and secure the fencing around the restrooms when the City is finished using the athletic field.

The City maintains the School's recreational grounds as stipulated in the Master Lease Agreement. The City will continue to maintain the athletic field and will be responsible for cleaning the restrooms and restocking toiletries in restrooms after each use. Provisions in the Agreement requires that the cleaning and restocking of the restrooms must be completed before School starts the next day and should not interfere in any way with the School's function. The School Principal has been consulted and is in favor of the City's use of the restrooms as long as the City follows the maintenance requirements as stipulated in the First Amendment to Master Lease Agreement.

L-2 Amendment December 20, 2016 Regular Meeting

Motion to Amend (Carried)

Motion was made by Mrs. Good, seconded by Mrs. Rich Levinson and carried, to amend the First Amendment to Master Lease Agreement, page 3 of 12, 2.04 - Maintenance, Section (b), adding language that if the restrooms were left unlocked it would be cause for SBBC to have the right to terminate the agreement.

FIRST AMENDMENT TO MASTER LEASE AGREEMENT

THIS FIRST AMENDMENT TO MASTER LEASE AGREEMENT is made and entered into as of this 20th day of December, 2016, by and between

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

and

CITY OF 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 and utilize the athletic field at Croissant Park Elementary (hereafter "School") for playground and recreational purposes and made available to residents of the City in the area; and

WHEREAS, the City utilizes the School athletic field to sponsor various community sports and summer camp programs; and

WHEREAS, the City desires to have access to the restrooms adjacent to the School's athletic field when the field is being used by the City and the City at its sole expense will install fencing around the restrooms to prevent access to the entire School site and the restrooms including the added fencing is hereafter referred to as "Leased Premises"; and

WHEREAS, SBBC and the City mutually desire to amend the Agreement to allow the City to utilize the restrooms adjacent to the athletic field and also to incorporate certain provisions into the Agreement; and

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Leased Premises.** Exhibit A of the Master Lease Agreement is hereby amended to include the restrooms adjacent to the athletic field and shown on the sketch attached hereto as Exhibit “A” 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 thirty (30) 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.

(d) The City will be responsible for maintenance and repair of fence improvements placed on the Leased Premises.

(e) 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 **Consumables.** The City will provide consumables (toilet paper, paper towels, and hand soap, etc.) in the restrooms as needed on an ongoing basis and after each and every time it utilizes the restrooms, will restock the consumables.

2.04 **Maintenance.**

(a) It shall be the responsibility of both the City and SBBC to maintain and keep the Leased Premises clean, sanitary and free from trash and debris. The City will continue to mow the athletic field lawn to prevent unsightly accumulation of weeds and other vegetation. The SBBC will continue to mow the Leased Premises around the restroom area to prevent unsightly accumulation of weeds and other vegetation.

(1) The SBBC will clean and lock up the Leased Premises during the hours of operation stated in Section 2.06. SBBC will maintain and keep the Leased Premises clean, sanitary and free from trash and debris during the hours school is in session as set forth herein in Section 2.06 below. Upon failure of the SBBC to comply with the provisions of this section, City shall give written notice to the School Principal of such failure to comply, by email. If within a period of 24 hours of such email, the SBBC has not commenced to complete the cleaning of said Leased Premises, City shall have the right to enter upon the Leased Premises, remove trash and debris from the area and charge the SBBC the cost incurred by City for such services (based on SBBC's Policy 1341 fee schedule). 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 SBBC.

(2) The City will clean and lock up the Leased Premises during the hours of operation stated in Section 2.06. City will maintain and keep the Leased Premises clean, sanitary and free from trash and debris during City access times. The City will clean restrooms between the hours of 6pm and 6am, after each City event to insure Leased Premises is clean for School use. Upon failure of the City to comply with the provisions of this section, SBBC shall give written notice to the City's Director of Parks and Recreation, of such failure to comply, by email. If within a period of 24 hours of such email, the City has not commenced to complete the cleaning of said Leased Premises, SBBC shall have the right to enter upon the Leased Premises, to clean, remove trash and debris from the area and charge the City the cost incurred by SBBC for such services (based on SBBC's Policy 1341 fee schedule). 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) If the City fails to clean and restock consumables in the restrooms more than three times the SBBC may terminate this Amendment allowing the City use of the School's restrooms. The authority to terminate this agreement pursuant to this clause is delegated to the Superintendent of Schools ("Superintendent") or his designee by providing thirty (30) day written notice to the City terminating use of the restroom facilities as provided for in this Amendment.

(c) The upkeep and maintenance of the Leased Premises shall be borne by both the City and SBBC, and the City and SBBC agrees at all times to keep the area herein leased and the Improvement placed on said area properly maintained.

(d) Notwithstanding anything else in this Section 2.04 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 and/or during the time after the Leased Premises is under the SBBC or the City's jurisdiction if either party fails to lock the Leased Premises during their respective hours of operation.

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 and special School events. Control and use of the Leased Premises as depicted on the sketch (Exhibit "A") will be under the jurisdiction of the City from 5:00 pm to 9:00 pm, Monday through Friday, and 8:00 am through 9:00 pm, Saturdays, Sundays, and SBBC approved holidays. If either party would like to utilize the Leased Premises during the other party's designated use time, the requesting party shall provide a minimum of fifteen (15) calendar days advance written notice to the other party. The written notice must specify the dates and times the Leased Premises is desired to be used. The timeframe required for advanced written notice, in this provision, may be revised by mutual agreement of the Superintendent of Schools or designee and the Director, Parks and Recreation or designee without a formal amendment of this Agreement.

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. The City will secure the Leased Premises when under City jurisdiction by locking the restrooms after hours of operation as stated herein in Section 2.06.

2.08 **Ownership of Improvement at Lease Expiration.** In the event this Agreement is not terminated by SBBC or the City prior to its expiration date, the City installed fence shall become the property of SBBC at the expiration of this Agreement.

2.09 **Insurance.** Upon execution of this First 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 wavier limits that may change and be set forth by the legislature.

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

2.10.1 Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, Self-insured worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's

Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

2.10.2 Automobile Liability Insurance: Each party 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.

2.10.3 Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.

2.10.4 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.

2.10.5 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.

ARTICLE 3 – GENERAL CONDITIONS

Additional Provisions. The parties hereby agree to the following additional provisions to the Agreement:

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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

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

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

3.05 **Termination.**

(a) It is specifically agreed between the parties hereto that at any time SBBC desires to cancel and/or terminate this entire Agreement or any designated portion of the Leased Premises which SBBC determines is needed exclusively for school building purposes or for any other school purposes, it shall have the right to do so with or without cause. SBBC's determination to cancel this agreement shall be conclusively binding upon all parties. In the event SBBC so elects, the City shall be given ninety (90) days written notice prior thereto (unless SBBC is terminating due to City's failure to comply as stated in Section 2.04(b) where thirty (30) days written notice will be provided).

(b) Notwithstanding anything stated in 3.05 (a), the City's failure to lock the Leased Property may be grounds for immediate termination for cause of this First Amendment to Master Lease Agreement, without liability to SBBC. Termination of this First Amendment to Master Lease Agreement, will be communicated to the City's Director of Parks and Recreation by the Superintendent or his designee.

(c) The City shall likewise have the unqualified right of cancellation of this Agreement, in whole or as to any designated portion or area of the Leased Premises upon ninety (90) days written notice of cancellation to SBBC. The City shall properly exercise its option to cancel this Agreement, as to the whole or part of the Leased Premises.

(d) In the event this Agreement is canceled by either SBBC or the City, the City installed fence shall become the property of SBBC.

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 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 3.05.

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

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

3.08 **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.

3.09 **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.

3.10 **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.

3.11 **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.

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

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

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

3.15 **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.

3.16 **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.

3.17 **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 express 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.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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 First Amendment to Master Lease Agreement; and
- b) the Master Lease Agreement.


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

3.23 **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.

FOR CITY

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

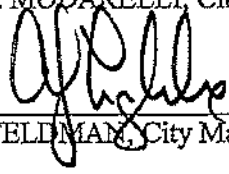
CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

By 
JOHN P. "JACK" SEILER, Mayor

(CORPORATE SEAL)

ATTEST:


JEFFREY A. MODARELLI, City Clerk

By 
LEE R. FELDMAN, City Manager
FOR

Approved as to form:

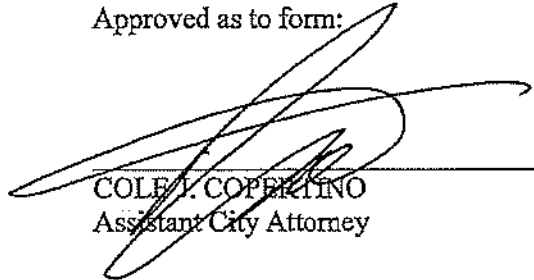

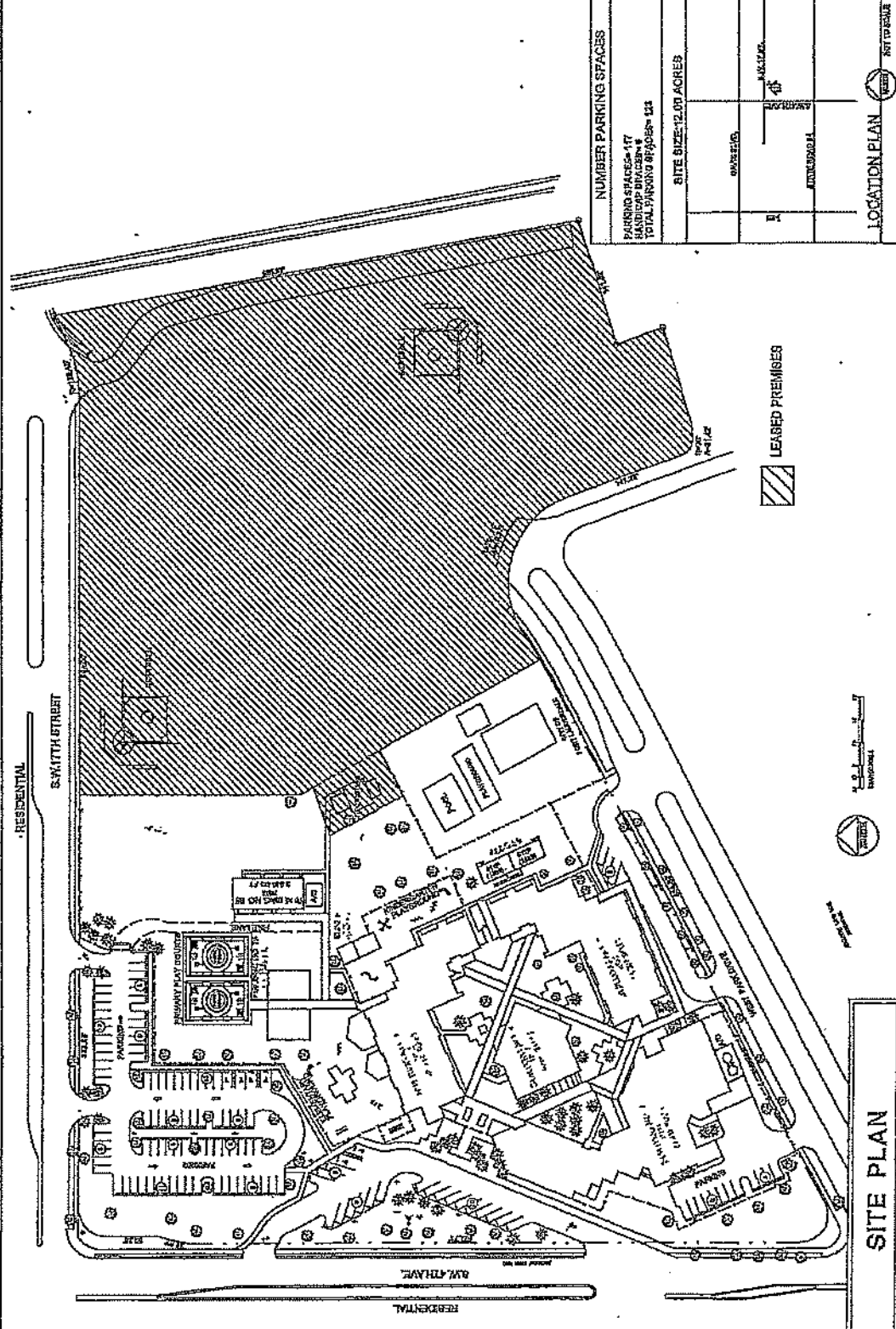

COLE V. COPERTINO
Assistant City Attorney

EXHIBIT A

 Broward County • Florida Public Works Department Facility Planning & Real Estate Department 200 S.W. 1st Avenue, 10th Floor Ft. Lauderdale, FL 33301 Phone: 754.371.2177	
F.I.S.H. CENTRAL AREA CONTRACT NUMBER: A-100 SITE NUMBER: 0224 PANEL: FACILITY QTY: 001	
COMMENTS: 1. SEE ARCHITECTURAL DRAWINGS FOR DETAILS. 2. SEE SPECIFICATIONS FOR MATERIALS AND METHODS. 3. SEE PERMITS FOR REGULATIONS.	DATE: 11/11/11 BY: JLM CHECKED: JLM DATE: 11/11/11
CROSSANT PARK ELEMENTARY SCHOOL 1100 NW 27th Avenue FT. LAUDERDALE, FL 33318 CONTRACT NO.: F1111111 CONTRACT VALUE: \$1,000,000.00	
SITE PLAN	
12 OF 12	



LEASE AGREEMENT

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

and the City of Fort Lauderdale
hereinafter referred to as the City

WITNESSETH:

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

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

2. This Lease Agreement incorporates by reference to the same extent as though fully set out herein all of the provisions, terms, covenants, conditions, powers and contents of the MASTER LEASE AGREEMENT form as the same was executed between the Board and the City on the 26th day of October, 1978. The parties hereto covenant and agree to keep and comply with all of the provisions of the MASTER LEASE AGREEMENT. The parties hereto acknowledge receipt of an executed copy of the MASTER LEASE AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their corporate seals this 7th day of June, 1979.

Signed, sealed and delivered

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Thomas J. Blough

By: [Signature]
Chairperson

Don J. Clark

Attest: Harry M. Conl
Secretary

(SEAL)
[Signature]
Mayor-Commissioner

[Signature]
School Board Attorney

[Signature]
City Manager

By: CITY OF FORT LAUDERDALE

Attest: [Signature]
City Clerk

(SEAL)

Approved as to form:

[Signature]
City Attorney

REC. LEASE

4/2/74 - 94

LEASE AGREEMENT

H. H - Ins. Cl.
10

THIS AGREEMENT, made and entered into by and between the SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "Board," and the City of Fort Lauderdale, a political subdivision of the State of Florida, hereinafter referred to as the "City".

W I T N E S S E T H :

WHEREAS, the Board is the controlling body of the Public Schools of Broward County, Florida, and does own and operate a certain school known as Bennett Elementary School; and

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

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

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

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

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

1. The Board does hereby lease to the City the area shown on the sketch attached hereto and made a part hereof as presented by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA under the terms and conditions hereinafter set forth.
2. The term for which the City leases said premises is twenty years from the date of this lease, at a yearly rental of \$1.00 per year, payable to the Board on the yearly anniversary of this lease. It is specifically understood and agreed that by mutual agreement of the parties hereto, the term of this lease may be shortened or extended, subject to the provisions of Paragraph 5 hereinafter set forth.
3. The uses and purpose to which the City shall put said premises shall be for playground and recreational purposes available to the citizens of the area. The facilities herein leased are to be used strictly for recreational purposes and no advertising or food concessions, or the renting of same, shall be permitted unless specifically approved by the Board in writing.
4. The use of said premises by the City shall be limited and restricted so as not to conflict in any way with the use of said property by the Board in its Public Education Program, and the use of said property by the City shall at all times be in compliance with the laws

of the State of Florida concerning the use of school property, and the location of any and all recreational improvements to be placed on the leased premises, including but not limited to baseball diamonds, buildings, lights, etc. (other than as shown on the attached sketch) shall first be approved in writing by the Board; it being intended that the Board shall have absolute control over the location of any recreational facilities before they are placed on the leased premises. Any facilities placed on said leased premises without the prior written approval of the Board as to location shall immediately be removed or relocated within ten (10) days of written demand by the Board.

5. The City agrees to take such action within its discretion is proper for a playground area on the premises above described, subject, however, to the power and authority of the Board upon 120 days' written notice to the City to cancel this lease as to any designated area which the Board determines is needed exclusively for school building purposes or for any other school purposes. The Board's determination in this regard shall be conclusively binding upon all parties.

6. It is specifically agreed between the parties hereto that at any time the Board desires to cancel and/or terminate this entire lease, it shall have the conclusive right to do so, provided, however, that in the event the Board so elects, the City shall be given 120 days' written notice prior thereto, and in the event of cancellation, the Board shall reimburse the City for the then remaining value of the City installed recreational facilities.

In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the Board; one selected by the City; and the third selected by the two appraisers so appointed.

In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the Board shall pay, in the event it desires to cancel and/or terminate this lease as aforesaid.

7. It shall be the responsibility of the City to keep the recreational building and grounds herein leased in a clean and sanitary condition, and the City agrees to clean up the premises after each and every event it sponsors. The Board shall be allowed to use the recreational building during the school day when school is in operation and at all other times when same is not in use by the City.

8. This entire area will be under the control of the Board during the hours the school on the property adjacent to the leased area is in session. During off-school hours, when the leased area is officially open by the City, control and use of the area will be under the jurisdiction of the City.

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

10. The City agrees to relieve the Board from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the City in failing to supply proper supervision of the areas herein leased while so used by the City, and the City further agrees to hold the Board harmless and free from all responsibility as a result of any negligence of the City in failing to properly maintain the equipment on the leased areas. The City further agrees to have issued a liability insurance policy naming the Board as one of the insureds, with coverage of not less than \$100,000 per person with an aggregate of \$300,000 per accident, together with property damage coverage in the sum of \$50,000.

11. At the end of the twenty-year term of this lease, provided said lease has not been cancelled or terminated as provided for in Paragraph 6 hereof, the City shall have the right to remove all non-permanent recreational facilities supplied by them provided they restore and/or repair any damage to the property caused by said removal.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be signed in their respective names by the proper officials and under their corporate seals this 2nd day of April 1974.

Signed, sealed and delivered
in the presence of:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Virginia Bohrer

By: Paul T. Anderson
Chairman

As to the Board

Attest: William C. Brown
Secretary

(SEAL)

Approved as to form:

Nelson M. Ryan
School Board Attorney

CITY OF FORT LAUDERDALE, FLORIDA

Martha Harbough
Louise M. Beason
As to the City

By: Virginia Argeny
Mayor/Commissioner

By: R. H. Baker
City Manager

Attest: Margaret Dea
City Clerk

(SEAL)

Approved as to form:

W. W. Caldwell
City Attorney



BENNETT ELEMENTARY PLAYGROUND REPLACEMENT

This project is for a playground replacement at Bennett Elementary School.

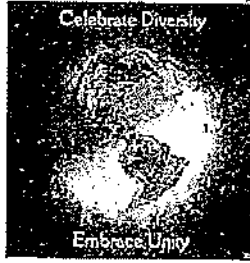
Client Dept: Parks and Rec	Phase: Design	11813																		
Sr. Project Mgr: Irina Tokar	District(s): I <input type="checkbox"/> II <input checked="" type="checkbox"/> III <input type="checkbox"/> IV <input type="checkbox"/>																			
Project Mgr: Thomas White	<table border="1"> <thead> <tr> <th>PHASE</th> <th>START</th> <th>END</th> </tr> </thead> <tbody> <tr> <td>Planning Phase</td> <td>11/01/2017</td> <td>02/05/2018</td> </tr> <tr> <td>Design Phase</td> <td>02/05/2018</td> <td>10/05/2018</td> </tr> <tr> <td>Bidding Phase</td> <td>10/05/2018</td> <td>01/11/2019</td> </tr> <tr> <td>Construction Phase</td> <td>01/11/2019</td> <td>06/30/2019</td> </tr> <tr> <td>Warranty Phase</td> <td>06/30/2019</td> <td>06/30/2020</td> </tr> </tbody> </table>		PHASE	START	END	Planning Phase	11/01/2017	02/05/2018	Design Phase	02/05/2018	10/05/2018	Bidding Phase	10/05/2018	01/11/2019	Construction Phase	01/11/2019	06/30/2019	Warranty Phase	06/30/2019	06/30/2020
PHASE	START		END																	
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Bidding Phase	10/05/2018	01/11/2019																		
Construction Phase	01/11/2019	06/30/2019																		
Warranty Phase	06/30/2019	06/30/2020																		
PM Telephone: 954-828-5350	Design Cost Update:																			
Construction Cost Update:	Design Contract Amt:																			
Original Contract Amount:		1755 NE 14th St 33314																		
Approved Change Orders:																				
Revised Contract Amount:																				
Additional Days:																				

Status Update: As Of: 06/01/2018 **On Time?** Yes **On Budget?** Yes

This project is in design to re-submit to School Board for approval.

	BUDGET	ACTUAL	ENCLIMB	BALANCE
TOTALS:				

Bennett Elementary School



Danielle Smith, Principal
Mimi Jensen, Assistant Principal

June 8, 2018

Dear Ms. Harris,

Thank you for working with the City of Fort Lauderdale to help expedite the plans to build a playground and court at Bennett Elementary. The community stakeholders are very excited about this new addition to our school. The staff is also excited as they feel this will build our physical education and recess program.

Communication to our stakeholders took place at our School Advisory meetings, Parent Teacher Association meetings and faculty meetings this year. All groups are in favor of this project.

If you have any questions, please feel free to contact me at 754-322-5455.

Fondly,

Danielle Smith

1755 NE 14th Street Fort Lauderdale, FL 33304
754-322-5450 Fax 754-322-5490 www.bennett.browardschools.com