



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

LL-1.

MEETING DATE	2018-08-21 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:

Recreation Lease Agreement between The School Board of Broward County, Florida and the City of Margate

REQUESTED ACTION:

Approve the Recreation Lease Agreement between The School Board of Broward County, Florida (SBBC) and the City of Margate for Margate Middle School.

SUMMARY EXPLANATION AND BACKGROUND:

The current Lease Agreement between SBBC and the City of Margate for Margate Middle School was entered into on September 7, 1978 and is set to expire on September 6, 2018.

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 Margate after School Board approval.

SCHOOL BOARD GOALS:

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

FINANCIAL IMPACT:

There is a positive financial impact of One Dollar (\$1.00) in annual rent payments to SBBC.

EXHIBITS: (List)

(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) Recreation Lease Agreement

BOARD ACTION: <h2 style="margin: 0;">APPROVED</h2> <p style="font-size: small; margin: 5px 0;">(For Official School Board Records Office Only)</p>

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*

8/14/2018, 12:40:22 PM

Approved In Open Board Meeting On:

AUG 21 2018

By:

Nora Rupert
 School Board Chair

Continuation of Summary Explanation and Background

During the past forty (40) years, the partnership enabled by the Agreement has benefited SBBC and the City, and the required rent payment in the current Agreement is One Dollar (\$1.00) per year. Given this past trend, the City has indicated its desire to renew the Recreation Lease Agreement (RLA) with SBBC for twenty-five (25) years, and for the same rent payment.

EXECUTIVE SUMMARY

Recreation Lease Agreement between The School Board of Broward County, Florida and the City of Margate

Recreation Lease Agreements (RLA) (formerly referred to as Master Lease Agreements (MLA)) are long term agreements that are structured to allow for the long-term continuous use of facilities identified in the RLA. The term of RLAs vary, but typically range from twenty (20) to fifty (50) years.

The current Lease Agreement between SBBC and the City of Margate for Margate Middle School was entered into on September 7, 1978 and is set to expire on September 6, 2018. The City desires to renew the RLA for twenty-five (25) years. In addition to the RLA, the City of Margate for years has had partnership agreements with SBBC, and currently has a Reciprocal Use Agreement (RUA) with SBBC.

RECREATION LEASE AGREEMENT

THIS RECREATION LEASE AGREEMENT is made and entered into as of this 21st day of August, 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

CITY OF MARGATE, FLORIDA
(hereinafter referred to as "City"),
whose principal place of business is
5790 Margate Boulevard, Margate, Florida 33063

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida, owns, operates and maintains various facilities and sites throughout Broward County, including elementary, middle and high schools, vocational sites, training facilities and equipment, and lands/sites in the City of Margate suitable for use by the City in its municipal programs; and

WHEREAS, partnerships instill a sense of civic pride and responsibility in students that will last far beyond their educational experience; and

WHEREAS, municipalities and the SBBC may share resources to support each other's goals and objectives; and

WHEREAS, SBBC 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 residents of the City; and

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

WHEREAS, SBBC and the City entered into a Master Lease Agreement on September 7, 1978, (hereafter "1978 Agreement") for the purposes of allowing the City to utilize portions of land (Site No.058.1 a/k/a Margate Middle School) owned by the SBBC for recreational purposes; and

WHEREAS, the 1978 Agreement is set to expire on September 6, 2018, and the SBBC and the City desire to enter into a new Recreation Lease Agreement (RLA or "Agreement") for a twenty-five (25) year term; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on September 7, 2018 and conclude on September 06, 2043.

2.02 **Leased Premises.** SBBC does hereby lease to the City an area or areas referred to herein as "Leased Premises" and shown on the sketch attached hereto as **Exhibit A** and made a part hereof.

2.03 **Rental.** The rent payable by the City for the Leased Premises shall be One Dollar (\$1.00) per year payable to SBBC on the yearly anniversary of this Agreement.

2.04 **Uses Permitted.** The uses and purposes to which the City shall put the Leased Premises shall be for playground and recreational purposes available to the City residents of the area, and as needed by the SBBC. The Leased Premises are to be used strictly for recreational purposes and no advertising or food concessions, nor the renting of same, shall be permitted unless specifically approved by SBBC in writing.

2.05 **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.

2.06 **Conflict of Uses.** The use of said Leased Premises by the City shall be limited and restricted so as not to conflict in any way with the use of the Leased Premises by SBBC in its public education program, and the use of said Leased Premises by the City shall at all times be in compliance with the laws of the State of Florida concerning the use of school property.

2.07 **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 Improvements before they are placed on the Leased Premises. However, such approval by SBBC shall not be unreasonably withheld. Any Improvements 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 to reflect the use and responsibility of the Improvements.

(a) The authority to grant this approval regarding the Improvements in this Agreement is hereby delegated by the SBBC to the SBBC's Chief Facilities Officer and Chief Building Official. Subject to the provisions of the foregoing paragraph, the parties further agree that 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. 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 Florida Licensed 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) Before the commencement of the Improvements, the City shall require the engaged contractor to furnish a surety payment and performance bonds that guarantee the completion of the Improvements and the performance of the work necessary to complete the Improvements; as well as, full payment to all suppliers, material men, laborers and/or subcontractors employed to provide services to complete the Improvements. The City shall ensure that the contractor shall be required by contract to deliver a copy of the surety bond to the City. Such bonds shall remain in effect for one (1) year after completion of the Improvements. The City shall ensure that the contractor will cause the correction of any defective or faulty work or materials that appear after the completion of the Improvements within the warranty period of such work performed.

2.08 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, and the Leased Premises shall be mowed to prevent unsightly accumulation of weeds and other vegetation. The City will guarantee regular cleanup and trash removal. 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 and/or mowing of said Leased Premises, SBBC shall have the right to enter upon the Leased Premises, remove trash and debris from the area, or mow the area and charge the City the cost incurred by SBBC for such services. Billing for trash and debris removal or mowing shall be on a per-cleaning or per-mowing 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 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, except as set forth in (b) above.

(d) Notwithstanding anything else in this Section 2.08 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 control.

2.09 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 SBBC Superintendent or his designee of the certain school upon which the Leased Premises are located.

2.10 Hours of Operation. The Leased Premises will be under the control of the SBBC during the hours school is in session. As depicted on the sketch (**Exhibit A**) control and use of the Leased Premises will be under the control of the City during off-school hours, Saturdays, Sundays, and SBBC approved holidays.

2.11 Ownership of Improvements 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.

2.12 Inspection of City's Records by SBBC. City shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of City's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by a SBBC agent or a SBBC authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to City's Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to City pursuant to this Agreement. SBBC's agent or its authorized representative shall provide City with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the City's facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. City shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

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

To SBBC:

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

With a Copy to: Director, Facility Planning & Real Estate Department
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To City: City Manager
City of Margate Florida
5790 Margate Boulevard,
Margate, Florida 33063

With a Copy to: Director, Parks and Recreation
City of Margate, Florida
5790 Margate Boulevard,
Margate, Florida 33063

2.14 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 and meet the standards established by the referenced 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 this Agreement immediately with no further responsibilities or duties to perform hereunder. To the extent permitted by law, the City agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from City's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or the City of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.15 Public Records. Each party required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to the other party, all public records in that party's possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of a party's records stored electronically must be provided to the other party in a format that is compatible with the receiving party's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section

119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

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

2.17 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.

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

2.19 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 insured or 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.

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 Liability.

2.19.1 Each party shall procure and maintain at its expense and keep in effect during the full term of the Agreement, insured or 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).

2.19.2 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.

2.19.3 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.

2.19.4 Violations of the terms of this section and/or 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.

2.19.5 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.

2.20 **Environmentally Hazardous Material.** The City hereby acknowledges that SBBC prohibits at any time the storage of environmentally hazardous materials on SBBC's property. The City agrees not to store any environmentally hazardous materials on SBBC's property and understands that a violation of this stipulation will result in SBBC's immediate termination of this Agreement and the City shall restore and return the property to the same condition that it was in on the date hereof, less any improvements.

2.21 **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.

2.22 **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.

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

ARTICLE 3 – GENERAL CONDITIONS

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

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

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 nor its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 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.

3.05 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 unqualified right to do so with or without cause. SBBC's determination to cancel and/or terminate this Agreement or any portion thereof 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 and in the event of cancellation, SBBC shall reimburse the City for the then remaining value of the City-installed Improvements amortized for the remaining term of this Agreement. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by SBBC; one selected by the City; and the third appraiser selected by the two appraisers appointed.

(b) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount SBBC shall pay. It is further agreed that SBBC shall be obligated to pay the fee of the appraiser selected by SBBC; the City shall be obligated to pay the fee of the appraiser selected by the City; and the City and SBBC shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(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. If the City shall properly exercise its option to cancel this Agreement, as to the whole or part of the Leased Premises, the City shall have the right, subject to SBBC's purchase option described below, to remove any and all such Improvements to the property as the City had placed thereupon, except that the City shall not remove sod, landscaping, sand or earth placed upon the Leased Premises (except as incidental to removal of other fixtures and/or improvements) and the City shall, in the case of removal of Improvements, reestablish the normal grade of the Leased Premises to the condition which the same was found upon the City's first entering the Leased Premises hereunder. If, upon cancellation by the

City; SBBC wishes to purchase the City-installed Improvements, then the City shall sell the same to SBBC at a mutually agreed price. However, if the City and SBBC cannot mutually agree upon such a price (the value of the property to be purchased) then the appraisal method, above-described in Section 3.05(b) hereof, shall be used to arrive at a binding price.

3.06 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.

3.07 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.

3.08 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 or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

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

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

3.11 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.

3.12 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.

3.13 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.

3.14 **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.

3.15 **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.

3.16 **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.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil 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.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to reimburse the City, 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.

3.19 **Agreement 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.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **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)

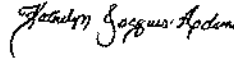
ATTEST:


Robert W. Runcie, Superintendent of Schools

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@browardschools.com
Reason: City of Margate, Florida - Recreation Lease
Date: 2018.08.12 16:40:18 -0400

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR CITY

City of Margate, Florida

(Corporate Seal)

Arlene R. Schwartz
Arlene R. Schwartz, City Mayor

ATTEST:

Joseph J. Kavanagh
Joseph J. Kavanagh, City Clerk

By: Samuel A. May
Samuel A. May, City Manager

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Margate, Florida, only.

Ian Singer
Goren Cherof Doody & Ezrol, PA, City Attorney

STATE OF Florida

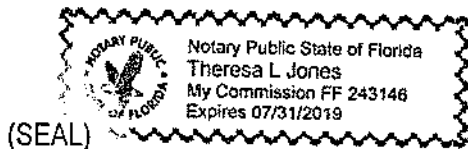
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 13 day of
September, 2018, by, Arlene R. Schwartz, City Mayor, of the City of Margate, Florida,
on behalf of the agency.

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

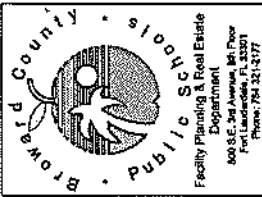
My Commission Expires: 7-31-19

Theresa L Jones
Signature - Notary Public



Theresa L Jones
Printed Name of Notary

Notary's Commission No. _____



F.I.S.H.

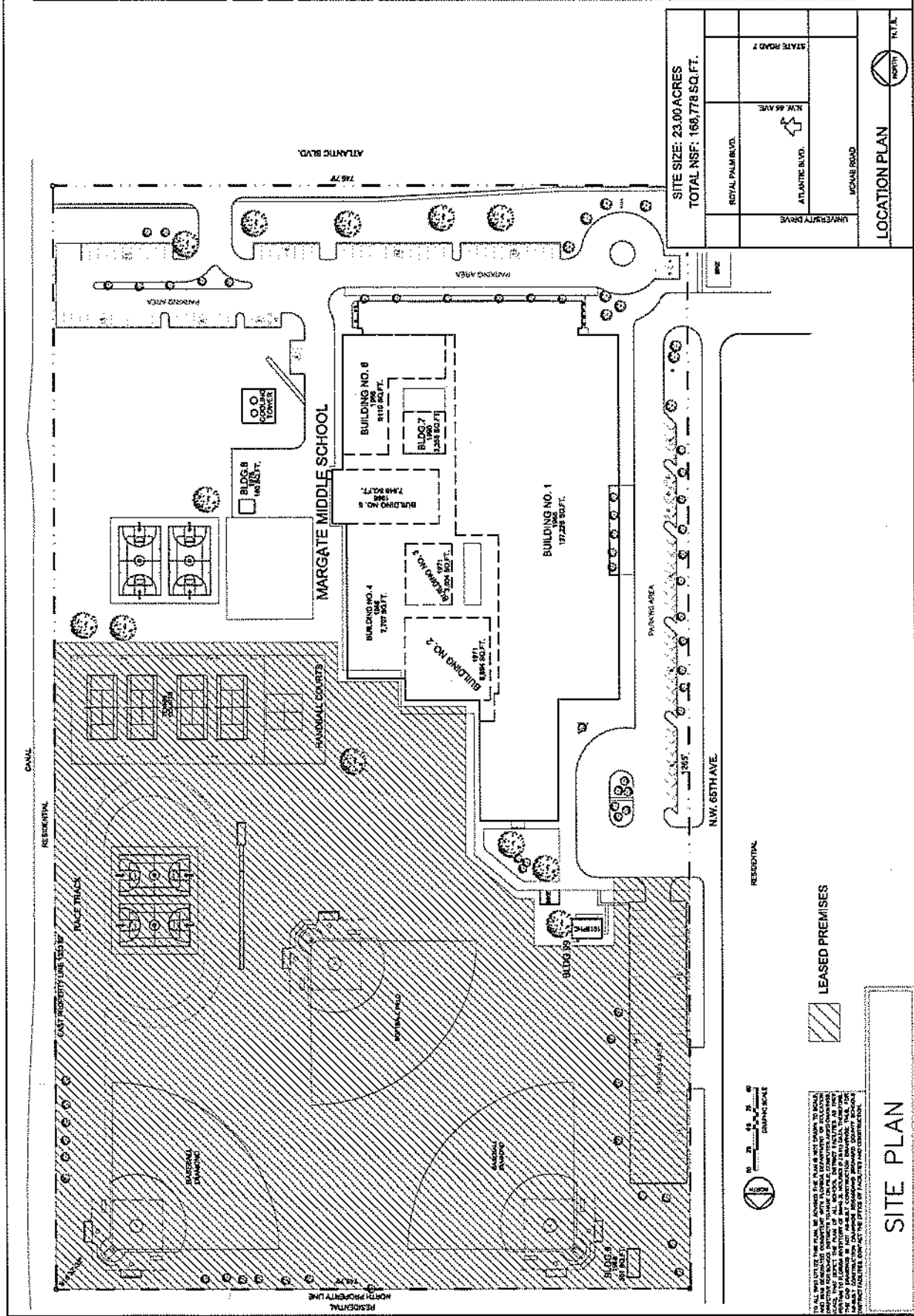
NORTH AREA	
DISTRICT NUMBER-MSID	05B1
STATE NUMBER	04B
FACILITY	0047

DATE	
BY	
COMMENT	

MARGATE MIDDLE SCHOOL
 500 NW 65 AVENUE
 MARGATE FL 33321

CAD FILE NAME: PMS618P1
 ORIGINAL ISSUE DATE: JUNE-19-2007

SITE PLAN



SITE SIZE: 23.00 ACRES TOTAL NSF: 166,778 SQ. FT.	
ROYAL PALM BLVD.	STATE ROAD 7
ATLANTIC BLVD.	N.W. 65 AVE.
LIBERTY DRIVE	MCKEAN ROAD

LOCATION PLAN



SITE PLAN

TO ALL WHO USE THIS PLAN, WE ADVISE THAT THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE THAN THAT FOR WHICH IT WAS PREPARED. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.