



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-12-18 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

ITEM No.:

LL-2.

TITLE:

Second Amendment to Master Lease Agreement with the City of Hollywood for Grounds Adjacent to Apollo Middle School

REQUESTED ACTION:

Approved the Second Amendment to Master Lease Agreement with the City of Hollywood for grounds adjacent to Apollo Middle School.

SUMMARY EXPLANATION AND BACKGROUND:

On the February 19, 1991, The School Board of Broward County, Florida (SBBC) and the City of Hollywood, Florida (City) entered into a forty (40) year Lease Agreement allowing the City to lease, sub-lease, and utilize grounds adjacent to Apollo Middle School for recreational purposes. See Supporting Docs for continuation of Summary Explanation and Background. The 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 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) Second Amendment to Master Lease Agreement (4) Amendment Master Lease Agreement (5) Master Lease Agreement

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
11/28/2018, 10:56:40 AM

Approved In Open Board Meeting On: DEC 18 2018

By: *Matthew P. Pinkard*
School Board Chair

Continuation of Summary Explanation and Background

On March 17, 1992, SBBC and City entered into an Amendment to Master Lease Agreement allowing the City to enlarge the leased area to include a City park named Montella Park.

This Second Amendment to the Master Lease Agreement will allow the City to make improvements, at its sole expense, to construct a restroom at Montella Park.

EXECUTIVE SUMMARY

Second Amendment to Master Lease Agreement with the City of Hollywood for Grounds Adjacent to Apollo Middle

On February 19, 1991, The School Board of Broward County, Florida (SBBC) and the City of Hollywood, Florida (City) entered into a forty (40) year Lease Agreement allowing the City to lease, sub-lease, and utilize grounds adjacent to Apollo Middle School for recreational purposes and allow the City to work with a Section 501(c) tax exempt organization to construct community recreational facilities to be made available to residents of the City in the area. On March 17, 1992, SBBC and City entered into an Amendment to Master Lease Agreement allowing the City to enlarge the leased area to include a City park named Montella Park.

This Second Amendment to the Master Lease Agreement will allow the City to make improvements, at its sole expense, to construct a restroom at Montella Park. The City will maintain all City improvements on the School grounds. It should be noted that the Leased Area 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 Area at grounds adjacent to Apollo Middle School.

SECOND AMENDMENT TO MASTER LEASE AGREEMENT

THIS SECOND AMENDMENT TO MASTER LEASE AGREEMENT is made and entered into as of this 18th day of December, 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, Hollywood, Florida 33301

and

CITY OF HOLLYWOOD, FLORIDA
(hereinafter referred to as "City")
a municipal corporation
whose principal place of business is
2600 Hollywood Boulevard, Hollywood, Florida 33022

WHEREAS, SBBC and the City entered into a forty (40) year Lease Agreement on February 19, 1991 (hereafter "Agreement") to allow the City to lease, sub-lease, and utilize grounds adjacent to Apollo Middle School for recreational purposes and allow the City to work with a Section 501(c) tax exempt organization to construct community recreational facilities to be made available to residents of the City in the area; and

WHEREAS, SBBC and City entered into an Amendment to Master Lease Agreement on March 17, 1992 (hereafter "First Amendment") allowing the City to enlarge the leased area (hereafter "Leased Area"); and

WHEREAS, City has constructed two (2) recreational facilities buildings (City's Parks and Athletics building and Boys & Girls Club building) upon the Leased Premises, as well as a City Park (hereafter "Montella Park"); and

WHEREAS, the City's renovations of Montella Park currently include, water feature, pavilion, playgrounds, safety surfacing, lighting and park furniture; and

WHEREAS, City desires, its City's sole expense, to make further improvements at Montella Park, to include construction of a restroom; and

WHEREAS, SBBC and City mutually desire to amend the Agreement to authorize City to make the proposed restroom addition improvements at Montella Park through this Second Amendment to the Agreement (hereafter "Second Amendment").

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 Area.** The Master Lease Agreement is hereby amended to include within the Leased Area the proposed restroom that City will construct at Montella Park as shown on the sketch attached hereto as **Exhibit "B"** and incorporated herein by reference.

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

2.03 **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 erected upon 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 SBBC to SBBC's Chief Facilities Officer and Chief Building Official. Subject to the provisions of the foregoing paragraph, the parties further agree that 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 {"SREF"} as applicable, and any other requirements imposed by applicable law. SBBC's Chief Facilities Officer and Chief Building Official shall have thirty (30) calendar days from the date of receipt to review and comment on the plans. All design documents shall be approved by SBBC's Chief Facilities Officer and Chief Building Official prior to submission to the Florida Department of Education, if applicable. City agrees to obtain all necessary permits, inspections, and approvals resulting in obtaining a Certificate of Occupancy from the School District. City also agrees to contract with a contractor for the construction of the Improvements.

(b) Before the commencement of the Improvements, City shall require the engaged contractor to furnish surety payment and performance bonds (if project is over two-hundred thousand dollars (\$200,000.00 or more) that guarantee the completion of the Improvements and the performance of the work necessary to complete the Improvements; as well as, full payment of all suppliers, material men, laborers or subcontractors employed to provide services to complete the Improvements. City shall ensure that the engaged contractor shall be required by contract to deliver a copy of the surety bond to City. Such bonds shall remain in effect for one (1) year after completion of the Improvements. 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.

(c) City shall be solely responsible for all contractual obligations to the contractor engaged to construct the Improvements.

(d) City will be responsible for maintenance and repair of restroom improvements placed on the Leased Area.

(e) Any facilities placed on said Leased Area without the prior written approval of SBBC as to location shall immediately be removed or relocated within ninety (90) calendar 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.

2.04 **Consumables.** The City will provide consumables (toilet paper, paper towels, and hand soap, etc.) in the restrooms as needed on an ongoing basis and will restock the consumables during the term of this Agreement.

2.05 **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. The City will continue to mow the Leased Premises lawn to prevent unsightly accumulation of weeds and other vegetation.

(1) 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 recreational area, SBBC shall have the right to enter upon the Licensed 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) The upkeep and maintenance of the Licensed Area shall be borne by City, and City agrees at all times to keep the areas herein licensed and the Improvements placed on said area properly maintained.

(c) Notwithstanding anything else in this Section 2.05 to the contrary, the City agrees to be liable and responsible for any and all maintenance, cleanup, damages and injuries that may arise regarding the Leased Area during the duration of this Agreement.

2.06 **Hours of Operation.** The Leased Area will be under the total operational control of City, to include upkeep, maintenance and repairs of the grounds, buildings and improvements and control and use of the entire Leased Area will be under the jurisdiction of City. City agrees that during the Lease Term, Montella Park shall remain a public park, and the Montella Park and Improvements shall be open to the general public, and made available for use by the general public as well as local district schools, including, without limitation, Hollywood Park Elementary and Apollo Middle School, subject only to City's reasonable and customary rules and regulations upon the use of park and recreational property owned and operated by City.

2.07 **Security of Leased Premises.** City is solely responsible for any security necessary for any events and/or activities that the City permits upon the Leased Area. The City will secure the Leased Area by locking the Leased Area including the restrooms after hours of operation as stated herein in Section 2.06. If it is determined that any safety issues occurred on the Leased Area, the City will be liable and indemnify the SBBC consistent with **Sections 2.09, 2.10**, 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 City prior to its expiration date, all permanent Improvements shall become the property of SBBC at the expiration of this Agreement. However, 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.** Without waiving its right of sovereign immunity under Section 768.28, Florida Statutes, each party acknowledges that it is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Each party shall maintain General Liability Insurance throughout the term of this Agreement 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 Section 768.28, Florida Statutes, 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. Policy or policies of self-insurance under a risk management program shall be acceptable and must be in effect during the full term of the agreement.

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 pursuant to Section 2.16 of the Agreement.

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 **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.

2.12 **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.

2.13 **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.

2.14 **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.

2.15 **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.

2.16 **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) calendar 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 remaining term. 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 (2) 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) calendar 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 fixtures and/or improvements to be purchased) then the appraisal method, above-described in **Section 2.16(b)** hereof, shall be used to arrive at a binding price.

2.17 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 thirty (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar 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 2.16**.

2.18 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.

2.19 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

2.20 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.

2.21 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.

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

2.23 **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.

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

2.25 **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.

2.26 **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.

2.27 **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.

2.28 **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.

2.29 **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.

2.30 **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.

2.31 **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.

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

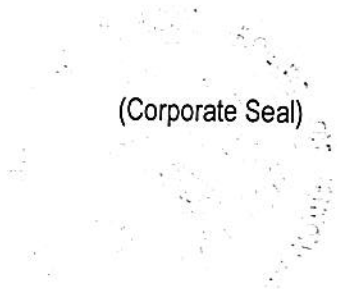
2.33 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

2.34 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

2.35 **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: *Heather P. Brinkworth*
Heather P. Brinkworth, Chair

Date: _____

ATTEST:

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

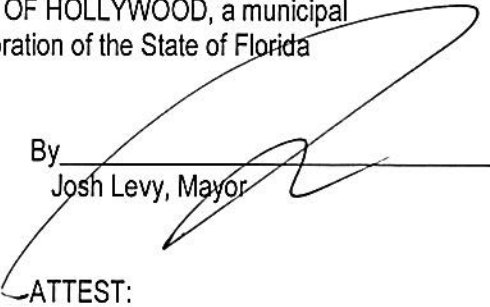
Approved as to form and legal content:

[Signature] 11/26/2018
Office of the General Counsel

FOR CITY

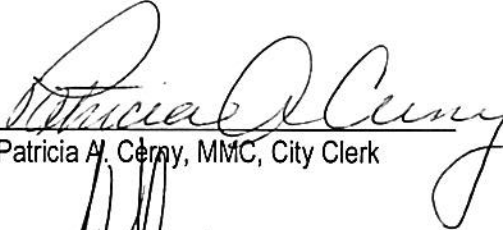
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.



CITY OF HOLLYWOOD, a municipal corporation of the State of Florida

By 
Josh Levy, Mayor

(CORPORATE SEAL)

ATTEST:


Patricia A. Cerny, MMC, City Clerk


By 
Wazir A. Ishmael, Ph.D., City Manager

Approved as to form:

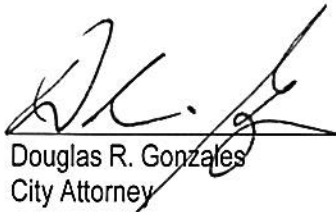


Douglas R. Gonzales
City Attorney 

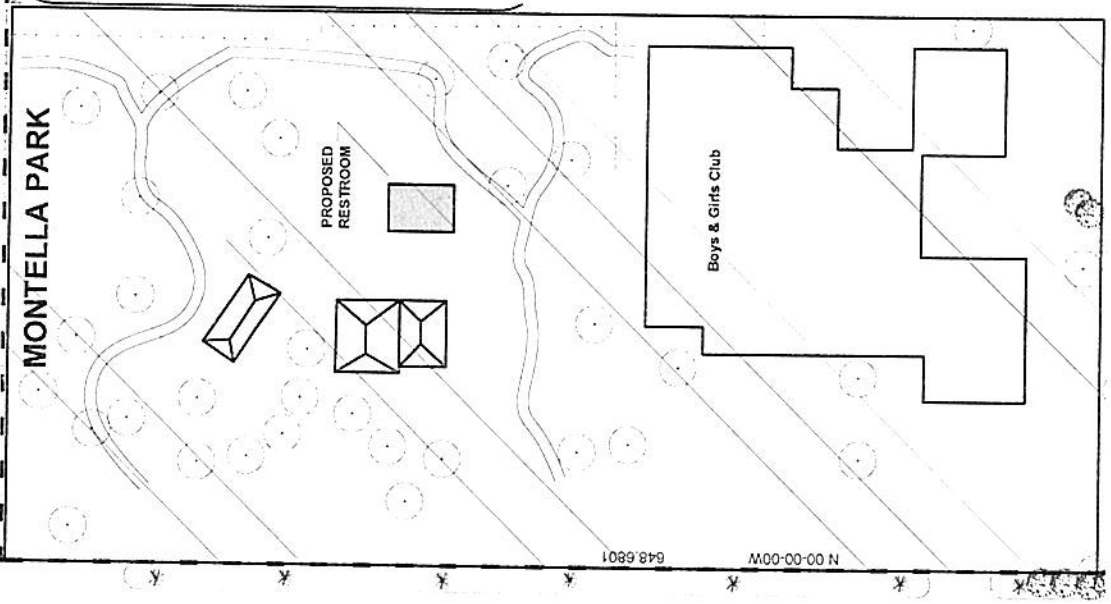
EXHIBIT B

Broward County Public Schools
 Facility Planning & Real Estate Department
 600 S.E. 3rd Avenue, 8th Floor
 Fort Lauderdale, FL 33301
 Phone: 754.321.2177

F.I.S.H.

APOLLO MIDDLE SCHOOL
 6800 ARTHUR STREET
 HOLLYWOOD FL 33024

12 OF 12



LEASED AREA
 PROPOSED RESTROOM

SITE PLAN

AMENDMENT TO
MASTER RECREATION LEASE AGREEMENT

*Approved Middle
1992*

THIS, AN "AMENDMENT TO LEASE AGREEMENT" dated March 17, 1992,
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 HOLLYWOOD, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, on February 19, 1991, the Board and the City entered into a
Lease Agreement, attached hereto as Exhibit "A", wherein the Board leased to
the City certain property known as Apollo Middle School;

WHEREAS, the City has requested that the leased area be enlarged to
include an unused portion of the school grounds;

WHEREAS, the Board does not have an immediate need for the above-
described portion of the school grounds and wishes to accommodate the City;

WHEREAS, pursuant to Resolution No. R-92-62, adopted on
March 4, 1992, the proper City officials were authorized to execute
this "Amendment to Lease Agreement";

NOW, THEREFORE, in consideration of the mutual terms and conditions,
promises, covenants and payments hereinafter set forth, the Board and the City
agree as follows:

1. Paragraph 3 of said Lease Agreement dated February 19, 1991, is
hereby deleted and in its place a new Paragraph 3 is added to read as follows:

"The Board does hereby lease to the City an 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, as revised on February 20, 1992, under the
terms and conditions hereinafter set forth.

2. Except as modified herein, said Lease Agreement dated February 19, 1991 shall remain in full force and effect.

3. This Amendment is made a part of said Lease Agreement.

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

WITNESSES:

[Signature]
[Signature]

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: [Signature]
Diana Wasserman, Chairperson
Attest: [Signature]
Virgil L. Morgan, Superintendent

(SEAL)

Approved as to form:
[Signature]
School Board Attorney

WITNESSES:

[Signature]
[Signature]

CITY OF HOLLYWOOD

By: [Signature]
Mayor
Attest: [Signature]
City Clerk

(SEAL)

Approved as to form:
[Signature]
City Attorney

DESCRIPTION:

A PORTION OF BLOCK 7, BLOCK 8, BLOCK 16, N.W. 69TH WAY, AND N.W. 11TH STREET AS SHOWN ON THE PLAT OF "BOULEVARD HEIGHTS SECTION FIVE", AS RECORDED IN PLAT BOOK 50, PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID BLOCK 16 WITH THE SOUTH LINE OF SAID BLOCK 16, THENCE ON AN ASSUMED BEARING OF NORTH 00°00'00" EAST, ALONG THE SOUTHERLY EXTENSION OF, AND THE WEST LINE OF SAID BLOCK 16 AND ALONG THE SOUTHERLY EXTENSION OF AND THE WEST LINE OF SAID BLOCK 7, A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID BLOCK 7, A DISTANCE OF 270.00 FEET; THENCE NORTH 89°50'38" EAST, PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 16, A DISTANCE OF 325.00 FEET; THENCE SOUTH 00°00'00" EAST, PARALLEL WITH THE SAID WEST LINE OF BLOCK 7, ITS SOUTHERLY EXTENSION AND THE WEST LINE OF BLOCK 16, A DISTANCE OF 270.00 FEET; THENCE SOUTH 89°50'38" WEST, PARALLEL WITH THE SAID SOUTH LINE OF BLOCK 16, A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 2.015 ACRES, MORE OR LESS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21EH-6.006(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS IN SEPTEMBER, 1988, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.

THIS SKETCH IS NOT VALID UNLESS IT
BEARS AN ORIGINAL SIGNATURE AND
AN EMBOSSED SURVEYOR'S SEAL

DATED: February 21, 1992

Thomas C. Shahan
THOMAS C. SHAHAN
PROFESSIONAL LAND SURVEYOR NO. 4387
STATE OF FLORIDA



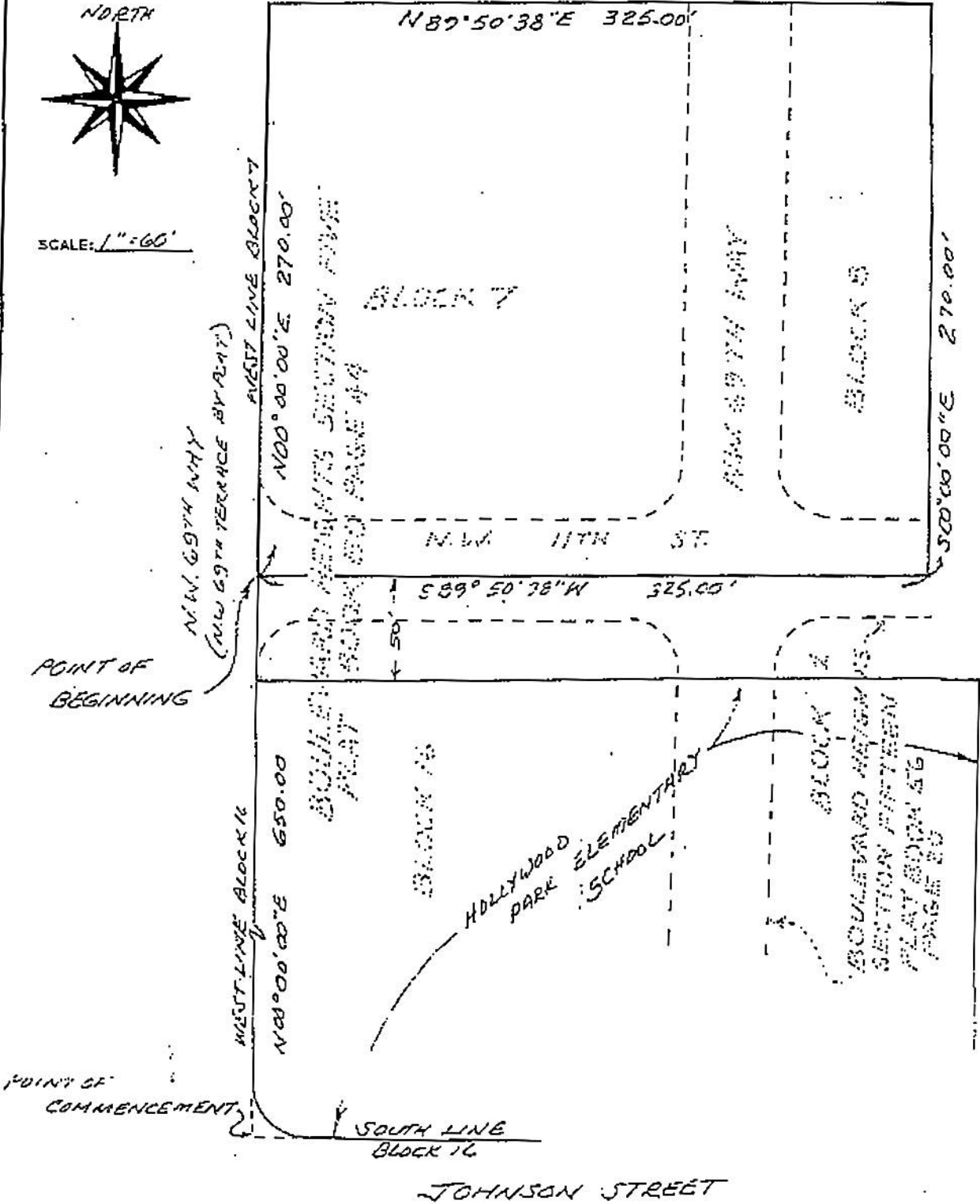
CRAVEN · THOMPSON & ASSOCIATES INC.
ENGINEERS - PLANNERS - SURVEYORS

3563 N W 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 (305) 739-6400
5154 OKEECHOBEE BOULEVARD, SUITE 110, WEST PALM BEACH, FLORIDA, 33417 (407) 684-1650

NOTE

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon. **NOTE: BEARINGS ARE ASSUMED**

FOR: BROWARD COUNTY SCHOOL BOARD



DATED: 11/31/91

SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D
SHIFT PARCEL 50' NORTH	12/1/91	D.B.	TS
ADD POINT MARK END	2/1/92	TS.	TS.

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such matters should be obtained and confirmed by others through

Meeting Date
02/19/91

Agenda Item Number
K-26

TITLE:
RECREATION LEASE WITH THE CITY OF HOLLYWOOD

REQUESTED ACTION:
It is recommended that the School Board of Broward County approve the recreation lease with the City of Hollywood for the recreation areas at Apollo Middle School

SUMMARY EXPLANATION AND BACKGROUND:
The City of Hollywood will lease from the Board the grounds at Apollo Middle School for recreation purposes. In addition, the terms of the lease will allow the City to work with the Boys & Girls Club of South Florida to utilize a portion of the grounds for the construction of their building.
The term of this lease is forty (40) years at a yearly rental of One Dollar (\$1.00) per year.
The Board Attorney has approved this lease as to form.

EXHIBITS: (List)
Exhibit 1: Lease Agreement

BOARD ACTION APPROVED AS AMENDED (For Official School Board Records' Office Only)	SOURCE OF ADDITIONAL INFORMATION Charles Fink Name: _____ Phone: 7040
--	---

Prepared by: J. Stepanchak, Lee A. Stepanchak, Director, Property Management
 Recommended and Approved by: Ray de la Feuilliez, Assoc. Superintendent, Facilities
Property Management & Maintenance
Virgil L. Morgan, Superintendent of Schools

Approved in Open Board Meeting on: **FEB 19 1991**
 BY: Robert D. Parker, School Board Chairperson

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 HOLLYWOOD organized and existing under the laws 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 two school sites adjacent to each other designated as Apollo Middle school and Hollywood Park Elementary located in Broward County, Florida, hereinafter referred to as "school grounds"; 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 desirous of utilizing a portion of the school grounds as an area which would be sub-leased;

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 CITY and the County;

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

1. The above recitals are true and correct and are incorporated herein.
2. The lease agreement dated the 27th day of February 1969 as amended the 17th day of April 1975 between the CITY and the BOARD is hereby cancelled, and is no longer in force and effect.
3. The BOARD does hereby lease to the CITY an area shown on the sketch attached hereto, designated "LEASED AREA" and made a part hereof as prepared by The School Board of Broward County, Florida Facilities Department, under the terms and conditions hereinafter set forth.
4. The term for which the CITY leases said premises is 40 years from the date of the execution of this lease agreement by both parties, at a yearly rental of One Dollar (\$1.00) per year payable to the BOARD on the yearly anniversary of the lease agreement. 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

6. The property herein leased is to be used strictly for recreational purposes available to the citizens of the area with the exception of the area which may be sublet under Paragraph 5. The facilities herein leased are to be used strictly as stated herein and no other use shall be permitted unless specifically approved by the BOARD in writing.

7. 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 be at all times in compliance with the laws of the State of Florida concerning the use of school property and the location of any and all 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 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.

8. (a) The CITY and BOARD agree that this lease may only be cancelled or terminated by mutual consent of both parties hereto for the area which may be sublet under Paragraph 5.

(b) All other areas leased to the CITY shall be subject to the power and authority of the BOARD upon 90 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.

(c) The CITY shall likewise have the unqualified right of cancellation of this lease, in whole or as to any designated portion or area of property subject hereto upon 90 days written notice of cancellation to the BOARD.

9. (a) It is specifically agreed between the parties hereto that at any time the BOARD desires to cancel and/or terminate this entire lease or a part thereof, subject to Paragraph 8A, it shall have the conclusive right to do so, provided, however, that in the event the BOARD so elects, the CITY shall be given 90 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 facilities located on the premises to be terminated. 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 appraiser selected by the two appraisers 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. It is further agreed that the BOARD shall be obligated to pay the fee of the appraiser selected by the BOARD; the CITY shall be obligated to pay the

landscaping, sand or earth placed upon the premises (except as incidental to removal of other fixtures and/or improvements) and the CITY shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the premises to the condition which the same was found upon the City's first entering the premises hereunder. If, upon cancellation by the CITY, the BOARD wishes to purchase the CITY installed improvements, then the CITY shall sell the same to the BOARD at a mutually agreed price. However, if the CITY and BOARD cannot mutually agree upon such a price (the value of the property to be purchased) then the appraisal method, described above in Section 9a hereof, shall be used to arrive at a binding price.

10. It shall be the responsibility of the CITY to keep the grounds and facilities herein leased, clean, sanitary and free from trash and debris, and also the grounds shall be mowed to prevent unsightly accumulation of weeds and other vegetation. Upon failure of the CITY to comply with the provisions of this section, the BOARD 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 clearing and/or mowing of said area, the BOARD shall have the right to enter upon the premises, remove trash and debris from the area, and/or mow the area and charge the CITY the cost to the BOARD for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the CITY.

Notwithstanding any of the provisions of the foregoing paragraph, the parties further agree that the CITY, in addition to the above, will clean up the premises after each and every event it sponsors, and the BOARD will be responsible to clean up after each and every event it sponsors.

11. The BOARD shall be allowed to use the recreational facilities during the school day when school is in operation and at other times when school activities are scheduled. It is intended that the city recreation department and the school work together coordinating a schedule of activities on the leased area to the maximum benefit of the community and its citizens.

12. The upkeep and maintenance of all areas herein leased, including but not limited to any buildings constructed, parking areas and recreational areas, 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.

13. 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, indemnify and free from all responsibility as a result of any negligence of the CITY in failing to properly maintain the facilities and equipment on the leased areas.

The BOARD agrees to relieve the CITY from any and all liability whatsoever arising out of any injuries or accidents

14. At the termination of this lease, in the event the same is not cancelled by the BOARD or the CITY prior thereto, all permanent facilities, such as buildings, parking areas, permanent recreation facilities, etc., shall become the property of the BOARD and the CITY shall have the right to remove all moveable (non-permanent) facilities, and to further provide that the facility of any sub-tenant shall be treated under Section 9 with respect to reimbursement of real property.

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 February 19 day of February, 1998.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: [Signature]
Chairperson

Attest: [Signature]
Secretary

Approved as to form:

School Board Attorney

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

THE CITY OF HOLLYWOOD, FLORIDA

By: [Signature]
SAL OLIVERI, MAYOR

Attest: [Signature]
MARTHA S. LAMBOS, CITY CLERK

Approved: [Signature]
PAUL E. WIMBERLY
DIRECTOR OF FINANCE

Approved as to Form and Legality:
[Signature]

RIDER TO LEASE AGREEMENT

Between: The School Board of Broward County and the City of
Hollywood

For: Recreational Areas
Hollywood Park Elementary/Apollo Middle

1. The areas designated "temporary use" as shown on Exhibit "A" of the lease agreement shall be used by the Board through January, 1993 for the placement and operation of temporary portable classrooms.
2. At the conclusion of this period, the designated areas shall revert to and become part of the recreational grounds to be used by the City of Hollywood in their recreational program.



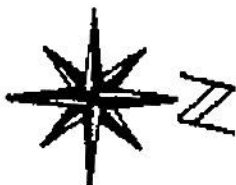
ENGINEERS - PLANNERS - SURVEYORS

3863 N.W. 5th AVENUE, FORT LAUDERDALE, FLORIDA 33309 (305) 739-6400
5154 CREECHCREEK BOULEVARD, WEST PALM BEACH, FLORIDA, 33417 (407) 1850

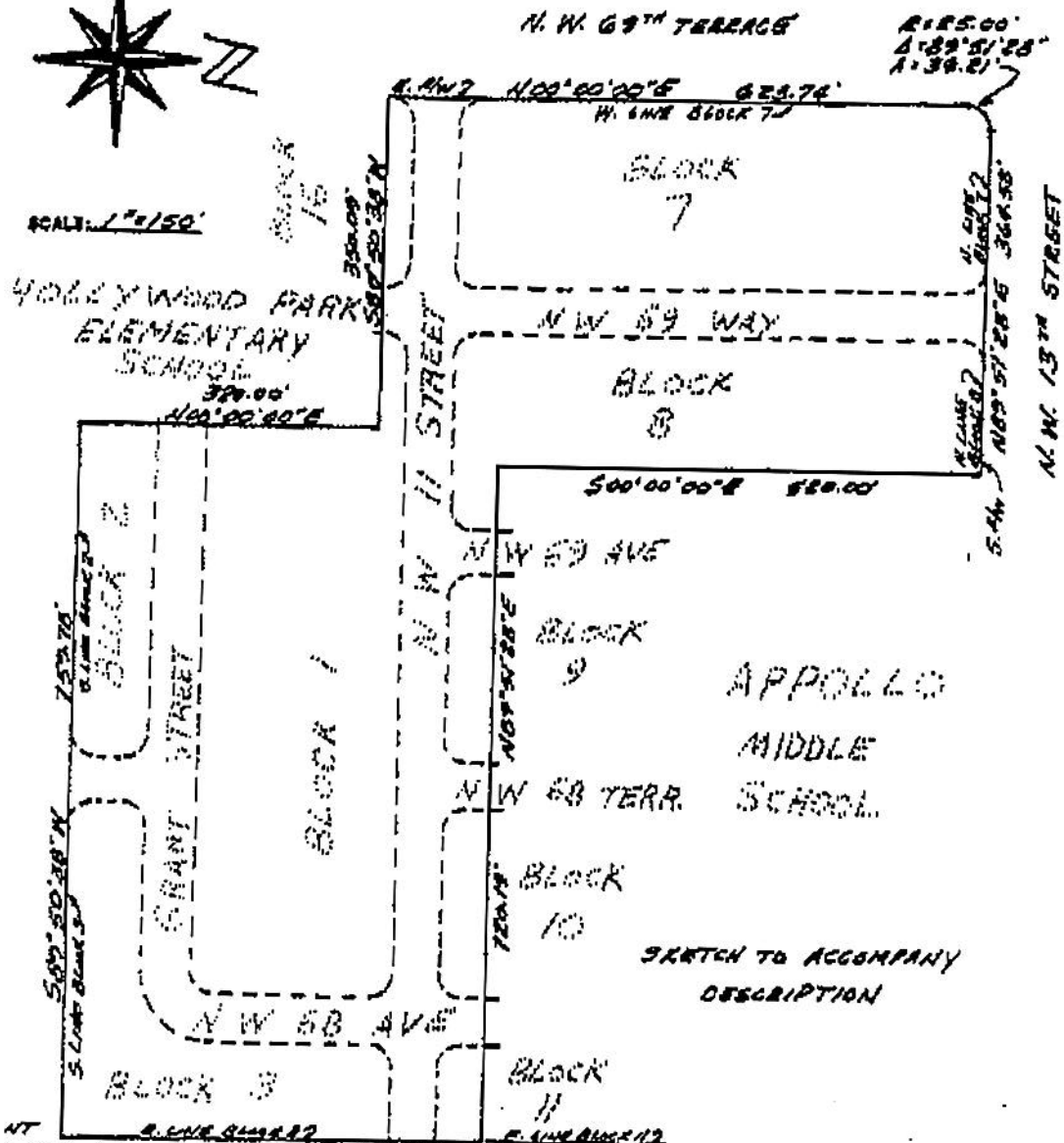
NOTE

THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE RECORDS shown herein. There has been no field work, viewing of the subject property, or measurements set in connection with the preparation of the information shown herein.

FOR: BRADWARD COUNTY SCHOOL BOARD



SCALE: 1" = 150'



SKETCH TO ACCOMPANY DESCRIPTION

NT
- BEGINNING
- CORNER BLOCK
- BLOCK 10, 11, 12
- BRADWARD COUNTY RECORDS

AREA LEASED TO
THE CITY OF HOLLYWOOD

DATE: 2-5-91

SHEET 2 OF 2 SHEETS

DATES and/or REVISIONS	DATE	BY	CKD

NOTE: The undersigned and GRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or warranties as to the information reflected herein pertaining to easements, right-of-way, lot back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by owner through appropriate title verification.

NOTE: Lands shown herein were not abstracted for right-of-way and/or easements of record.

NO. 89-0089H DRAWN BY: T.G. CHECKED BY: M.T. P.B. N/A PG. FILE NO. 044-001

DESCRIPTION:

A PORTION OF BLOCKS 1 AND 2 AND ALL OF BLOCK 3, TOGETHER WITH A PORTION OF THE DEDICATED RIGHT-OF-WAY FOR N.W. 68TH AVENUE, N.W. 68TH TERRACE AND GRANT STREET, AS SHOWN ON "BOULEVARD HEIGHTS SECTION FIFTEEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 56, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF BLOCKS 7, 8, 9, 10, 11 AND 16, AND A PORTION OF THE DEDICATED RIGHT-OF-WAY FOR N.W. 11TH STREET, N.W. 68TH AVENUE, N.W. 68TH TERRACE, N.W. 69TH AVENUE AND N.W. 69TH WAY, AS SHOWN ON "BOULEVARD HEIGHTS SECTION 5", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 50, PAGE 64 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 3 OF THE SAID PLAT OF "BOULEVARD HEIGHTS SECTION FIFTEEN"; THENCE SOUTH 89°50'38" WEST, ALONG THE SOUTH LINE OF SAID BLOCKS 3 AND 2, A DISTANCE OF 759.78 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 320.00 FEET; THENCE SOUTH 84°30'38" WEST, A DISTANCE OF 390.09 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 16, SAID LINE BEING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF N.W. 69TH TERRACE; THENCE NORTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID BLOCKS 16 AND 7, A DISTANCE OF 623.74 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°51'28" AND AN ARC DISTANCE OF 39.21 FEET TO THE POINT OF TANGENCY. THENCE NORTH 89°51'28" EAST, A DISTANCE OF 364.56 FEET, THE LAST DESCRIBED COURSE BEING ALONG THE NORTH LINE OF SAID BLOCKS 7 AND 8, SAID LINE BEING COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF N.W. 13TH STREET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 520.00 FEET; THENCE NORTH 89°51'28" EAST, A DISTANCE OF 120.19 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 11; THENCE SOUTH 00°01'15" EAST, ALONG A PORTION OF THE EAST LINE OF SAID BLOCK 11 AND THE EAST LINE OF SAID BLOCK 3, A DISTANCE OF 648.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 588.168 SQUARE FEET OR 13.502 ACRES MORE OR LESS.

THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN WITH THE WEST LINE OF BLOCK 7 OF "BOULEVARD HEIGHTS SECTION FIVE" BEING DUE NORTH.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21XX-6.006(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN SEPTEMBER 1981, AND AS AMENDED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GRAYEN-THOMPSON & ASSOCIATES INC.

THOMAS O. SHANAN
PROFESSIONAL LAND SURVEYOR NO. 4387
STATE OF FLORIDA

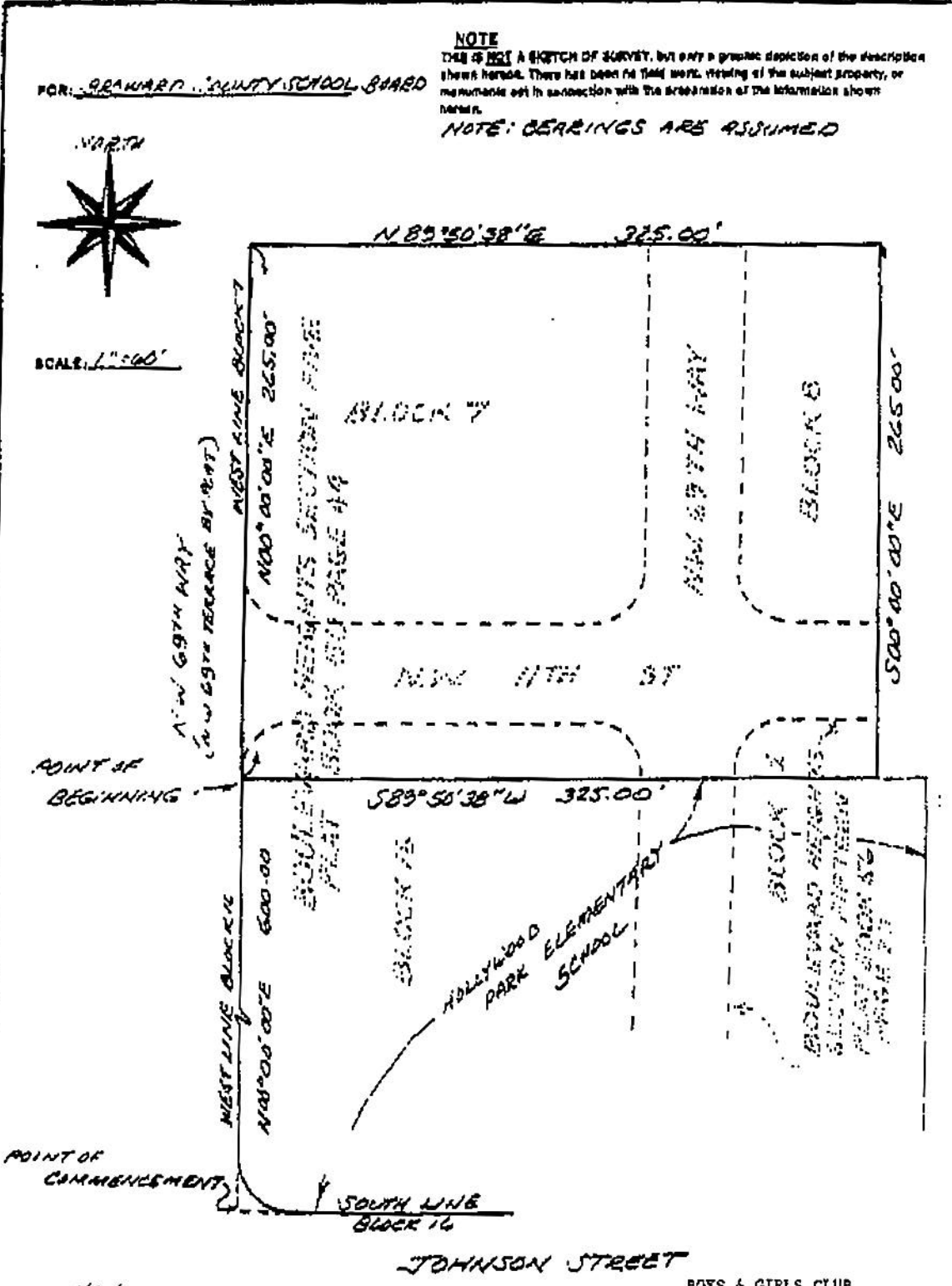
SHEET 1 OF 2 SHEETS
00001 544-008
JOB NO. 89-0099H
DATED: FEBRUARY 3, 1991

*Legal Description
for leased
boundary to
city of Hollywood.*



FOR: GRAVARD COUNTY SCHOOL BOARD

NOTE
 THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTIONS HEREIN. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MEASUREMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREIN.
NOTE: BERRINGS ARE ASSUMED



DATE: 1/21/91

BOYS & GIRLS CLUB
 SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE The undersigned and CRAVIE-THOMPSON & ASSOCIATES, INC. make no representations or warranties as to the information reflected herein pertaining to easements, rights-of-way, set back lines, residentially zoned areas and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE Lands shown herein were not abstracted for right-of-way and/or easements of record.

JOB NO. 89-0554 DRAWN BY: G.B. CHECKED BY: T.S. F.B. P.G. FILE NO.