



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
**LL-1.**

MEETING DATE	2019-10-15 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 License Agreement with the City of North Lauderdale for Silver Lakes Middle School

**REQUESTED ACTION:**

Approve the Recreation License Agreement with the City of North Lauderdale for Silver lakes Middle School.

**SUMMARY EXPLANATION AND BACKGROUND:**

The current Recreational Fields Usage Agreement between The School Board of Broward County, Florida (SBBC) and the City of North Lauderdale (Agreement) was entered into on January 18, 2000 and is set to expire on January 17, 2020. The current Agreement allows the City to utilize the outdoor recreational amenities at Silver Lakes Middle School (MS).  
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.

**SCHOOL BOARD GOALS:**

Goal 1: High Quality Instruction  Goal 2: Safe & Supportive Environment  Goal 3: Effective Communication

**FINANCIAL IMPACT:**

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

**EXHIBITS: (List)**

(1) Continuation of Summary Explanation and Explanation (2) Executive Summary (3) Recreation License 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*  
10/7/2019, 10:12:01 AM

Electronic Signature  
Form #4189 Revised 07/25/2019  
RWR/ LMB/COA/KH:ts

Approved In Open Board Meeting On:  
By:

**OCT 15 2019**  
*Leatha P. Burkwood*  
School Board Chair

### **Continuation of Summary Explanation and Background**

During the past twenty (20) years, the partnership enabled by the Agreement has benefited the SBBC and the City, and the required rent payment in the current Agreement is One Dollar (\$1.00) per year. The City has indicated its desire to continue to utilize the recreational facilities at Silver Lakes MS. Therefore, this new thirty (30) year Recreation License Agreement (RLA) with the same One Dollar (\$1.00) per year rental payment is being presented to the SBBC for approval.

## EXECUTIVE SUMMARY

### Recreation License Agreement with the City of North Lauderdale for Silver Lakes Middle School

The current Recreational Fields Usage Agreement (RFUA) between The School Board of Broward County, Florida (SBBC) and the City of North Lauderdale was entered into on January 18, 2000 and is set to expire on January 17, 2020. The current Agreement allows the City to utilize the outdoor recreational amenities at Silver Lakes Middle School (MS).

The City desires to continue to utilize the recreational facilities; therefore, this thirty (30) year Recreation License Agreement (RLA) will be used. RLAs 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.

In the current RFUA, the City has access to all of Silver Lakes MS's recreational facilities, however the entire Licensed Premises are not completely fenced off from the School campus. Therefore, in the RLA, the City will only have access to utilize the portions of the Licensed Premises that are completely fenced off from the School campus which are the basketball, handball, and tennis courts. If the City decides they would like to utilize the partially fenced ballfields, the City will be required to install fencing, at the City's sole expense, to completely separate the ballfields from the School site. Facility Planning & Real Estate Department staff spoke with the Silver Lakes MS Principal about the City's desire to enter into the RLA and the School Principal does not object to the proposed RLA.

## **RECREATION LICENSE AGREEMENT**

THIS RECREATION LICENSE AGREEMENT is made and entered into as of this 15 day of October, 2019, 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 NORTH LAUDERDALE, FLORIDA**  
(hereinafter referred to as "City"),  
whose principal place of business is  
701 Southwest 71<sup>st</sup> Avenue, Florida 33068

**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 North Lauderdale 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**, the 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**, On January 18, 2000, the SBBC and the City entered into a twenty-year (20), Recreational Fields Usage Agreement (hereafter, the "**2000 Agreement**"), to allow the City to construct and utilize a baseball field/softball field and regulation size soccer/football field on property owned by the SBBC (Site No.297.1, a/k/a Silver Lakes Middle School); and

**WHEREAS**, the City completed construction of the recreational fields, has been utilizing and desires to continue utilizing such fields; and

**WHEREAS**, the 2000 Agreement shall expire at 11:59 PM on January 17, 2020; and

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WHEREAS, SBBC and the City desire to enter into a new, thirty (30) year Recreation License Agreement ("RLA" or "Agreement") for Silver Lakes Middle School (hereinafter, the "School"); 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.** The 2000 Agreement shall remain in full force and effect until it naturally expires at 11:59 PM on January 17, 2020. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall be thirty (30) years, commencing at 12:00 AM on January 18, 2020 and conclude on January 17, 2050.

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

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

2.04 **Uses Permitted.** The Licensed Premises shall be for recreational purposes only. Advertising and food concessions and the rental of same is not permitted unless approved in advance, in writing by the SBBC.

2.05 **Parking.** City residents shall be permitted to park vehicles in the open access parking lot(s) located on the School site. For the purposes of this Agreement, "vehicle" is defined as a car, pick-up truck, SUV and/or motorcycle.

2.06 **Conflict of Uses.** The use of the Licensed Premises by the City shall be limited and restricted so as not to conflict in any way with the use of the Licensed Premises by SBBC in its public education program. The use of the Licensed Premises by the City shall comply with all applicable laws, codes, ordinances and School Board policies.

2.07 **Improvements.** The type and location of any recreational improvements ("Improvements") proposed to be placed on the Licensed Premises must be approved in writing by SBBC, and such approval shall not be unreasonably withheld. Any Improvements placed on said Licensed Premises without the prior written approval of SBBC shall immediately be removed or relocated within ninety-days (90) of written demand by SBBC, unless the parties otherwise agree that such Improvements can remain, and if so, this Agreement shall be amended to reflect the use and responsibility of the Improvements.

(a) The authority to grant approval of proposed Improvements is hereby delegated by the SBBC collectively to both the SBBC's Facilities & Construction Management Department Executive Director, Capital Projects and the Chief Building Official. Subject to the provisions of the foregoing paragraph, the parties further agree that the City shall prepare and submit plans to both the SBBC's Facilities & Construction Management Department Executive Director, Capital Projects and Chief Building Official for review and consideration of approval. Such plans must comply with all State of Florida Building Code Requirements, Florida Fire Protection Code, and State Requirements for Educational Facilities (SREF) as applicable, the SBBC's Design Standards, and any other requirements imposed by applicable law. The SBBC's Facilities & Construction Management Department Executive Director, Capital Projects and Chief Building Official shall provide review comments to City within ninety-days (90) from the date of receipt of plans. All plans must be approved by the SBBC's Facilities & Construction Management Department Executive Director, Capital Projects and Chief Building Official prior to 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 surety payment and performance bonds that guarantee the completion of the Improvements, the performance of the work necessary to complete the Improvements, and ensure full payment is made to all suppliers, material men, laborers and/or subcontractors. The City shall ensure that the contractor deliver a copy of the payment and performance bond(s) to the City. Such bond(s) shall remain in effect for one (1) year after final completion of the Improvements. The City shall ensure that the contractor will correct 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) The City shall maintain and keep the Licensed Premises clean, sanitary and free from trash and debris. The City shall ensure and guarantee the provision of regular cleanup and trash removal services. Upon failure of the City to comply with this provision, the SBBC shall give written notice to the City together with demand correction and compliance. If, after ten (10) days of the date of written notice the City fails to complete correction and compliance (which may include, but not be limited to cleaning and/or mowing of said Licensed Premises), the SBBC shall have the right to enter upon the Licensed Premises and correct all non-compliance(s). The City agrees to pay SBBC for the costs incurred by SBBC for such services. The City will be invoiced on a per-incident basis, and City shall pay for reimbursement of such costs to SBBC within fifteen (15) days of receipt of invoice(s).

(b) Notwithstanding any of the provisions of the foregoing subsection, the parties further agree that the City, in addition to the above, shall clean up the Licensed Premises after each and every event it sponsors, and SBBC shall 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 Licensed 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 Licensed Premises shall be borne by the City, and the City agrees at all times to keep the areas herein Licensed and the Improvements placed on said areas properly maintained, except as set forth in (b) above.

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2.09 **Rental of Licensed Premises.** The City may not rent the Licensed Premises to a third party without first obtaining written consent and approval from the SBBC's Superintendent or designee.

2.10 **Hours of Operation.**

(a) The Licensed Premises will be under the control of the SBBC during the hours school is in session including after school activities. The Licensed Premises will be under the control of the City during off-school hours Monday through Friday from 5:45 PM to 9:00 PM; Saturdays 10:00 AM to 6:00 PM; Sundays 12:00 PM to 6:00 PM; and the Licensed Premises will be closed on all public holidays officially recognized by the City.

(b) SBBC and City agree that one day each week, the City will not have access to the Licensed Premises, to allow Silver Lakes Middle School to have access for the School's athletic programs. The School Principal or designee and the City Parks and Recreation Director or designee will communicate and coordinate a schedule for which one day a week the City will not have access to the Licensed Premises.

2.11 **Ownership of Improvements at License Expiration.** In the event this Agreement is not terminated and/or canceled by SBBC or the City prior to its expiration date, all non-movable (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 upon 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

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With a Copy to: 600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Director, Facility Planning & Real Estate Department  
The School Board of Broward County, Florida  
600 Southeast Third Avenue 8<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To City: Ambreen Bhatti, City Manager  
City of North Lauderdale, Florida  
701 Southwest 71<sup>st</sup> Avenue,  
North Lauderdale, Florida 33068

With a Copy to: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

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, shall successfully complete the background screening required and meet the standards established by the referenced statutes. This background screening shall 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

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

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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.

2.19.6 Sexual abuse may not be excluded from any policy.

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 **Security of Licensed Premises.** The City shall ensure that the Licensed Premises is secure and separated from the School campus, including, among other things, that all applicable School gates are locked before use of the Licensed Premises by the City, or the City's Lessee(s) (if applicable). The City is solely responsible for all security for events and/or activities taking place on the Licensed Premises when the License Premises are being used by, or under the control of the City, or the City's Lessee(s) (if applicable). The City is liable for any incidents which occur on the Licensed Premises when the Licensed Premises are being used by, or under the control of the City, or the City's Lessee(s) (if applicable), and City shall indemnify the SBBC pursuant to the terms of this Agreement.

The City shall, at the City's sole expense, install fencing on that portion of the Licensed Premises which is not currently and completely fenced off from the rest of the School (i.e., the ballfields) in accordance with the requirements set forth in Article 2.07 - Improvements. The City shall not utilize the School's ballfields which are part of the Licensed Premises until such time as the fencing has been installed, inspected, and approved by the SBBC Building Department. See **Exhibit B** for the location of ballfields that require fencing.

2.22 **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.

2.23 **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.

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

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### **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 Licensed 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

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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 permanent, 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 Licensed 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 Licensed 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 Licensed 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 Licensed Premises to the condition which the same was found upon the City's first entering the Licensed 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.** The Parties shall be aware of and comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of all state and federal agencies, as applicable; specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or licensees with a Florida public school or district.

**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

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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.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By: Heather P. Brinkworth  
Heather P. Brinkworth, Chair

ATTEST:

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

Approved as to form and legal content:

M. Cooney  
Office of the General Counsel

FOR CITY

City of North Lauderdale, Florida

(Corporate Seal)

*ABhatty*

Ambreen Bhatti , City Manager

ATTEST:

*Patricia Vancheri*

Patricia Vancheri, City Clerk



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

*Samuel S. Goren*

Samuel S. Goren, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26 day of September, 2019, by, Ambreen Bhatti, City Manager, of the City of North Lauderdale, Florida, on behalf of the agency.

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

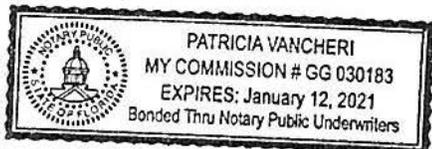
My Commission Expires: \_\_\_\_\_

*Patricia Vancheri*

Signature – Notary Public

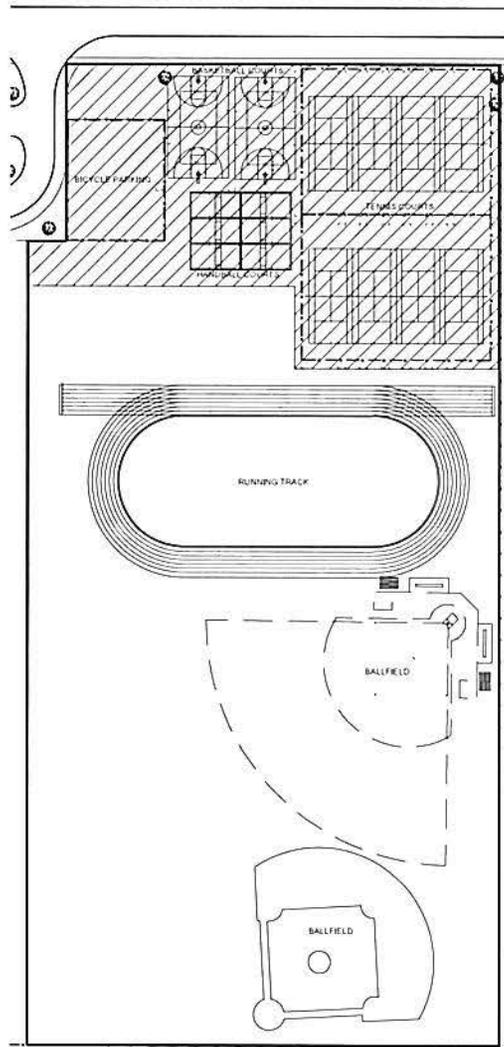
PATRICIA VANCHERI

Printed Name of Notary



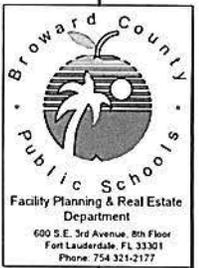
(SEAL)

Notary's Commission No. \_\_\_\_\_



**LEGEND**

-  LEASED PREMISES
-  FULLY FENCED AREA



**F.I.S.H.**

DISTRICT NUMBER-MSID

STATE NUMBER

PARCEL	FACILITY

NO	DATE	BY	COMMENT

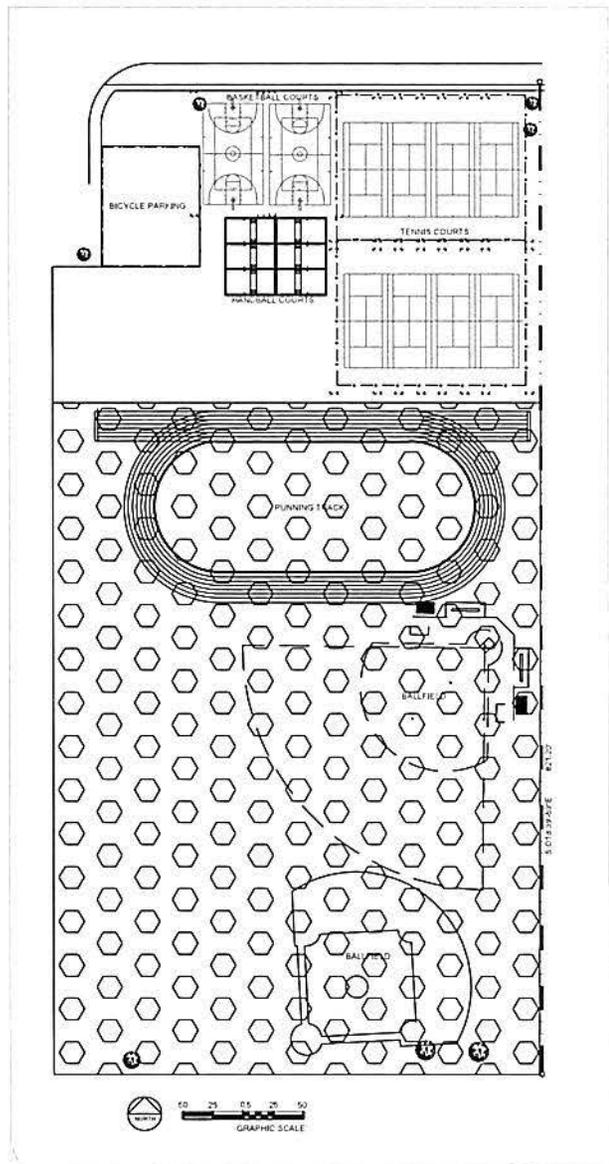
**SILVER LAKES MIDDLE SCHOOL**

7600 TAM O'SHANTER BLVD  
NORTH LAUDERDALE FL, 33068

CAD FILE NAME:

ORIGINAL ISSUE DATE:

"EXHIBIT B"



LEGEND

 PARTIALLY FENCED BALLFIELD AREA

**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.**

DISTRICT NUMBER-MSID

STATE NUMBER

PARCEL	FACILITY

COMMENT

BY

DATE

No.

**SILVER LAKES MIDDLE SCHOOL**  
 7600 TAM O'SHANter BLVD  
 NORTH LAUDERDALE FL 33068

CAD FILE NAME:

ORIGINAL ISSUE DATE: