



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-11-06 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	L. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Facility Planning and Real Estate

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

ITEM No.:

L-5.

TITLE:

Parking Lease Agreement with Our Children's Workshop, Inc.

REQUESTED ACTION:

Approve the Parking Lease Agreement Between The School Board of Broward County, Florida and Our Children's Workshop, Inc.

SUMMARY EXPLANATION AND BACKGROUND:

For over 21 years, Our Children's Workshop, Inc. (OCW) has provided daycare and afterschool care for children between the ages of six (6) weeks to twelve (12) years old. Located at 1406 NE 4th Street, Pompano Beach, FL 33060, just South of Pompano Beach High School (School), OCW has provided the community with a convenient and safe place for residents to bring their children.

See Supporting Docs for continuation of Summary Explanation and Background.

This parking lease agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel, and executed by OCW.

SCHOOL BOARD GOALS:

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

FINANCIAL IMPACT:

There is no financial impact to the School District.

EXHIBITS: (List)

(1) Continuation of Summary (2) Executive Summary (3) Parking Agreement

BOARD ACTION:

APPROVED AS AMENDED

(See Amendment Attached)

(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

Approved In Open Board Meeting On: **NOV 06 2019**

By: *Heather P. Brinkworth*

School Board Chair

Signature

Leslie M. Brown
 10/14/2019, 3:32:47 PM

CONTINUATION OF SUMMARY EXPLANATION AND BACKGROUND

Due to the limited parking availability at its business location, OCW has utilized a portion of the School's south parking lot for overflow parking to accommodate its employees for 21 years, under no formalized agreement. With the recent new security measures put in place at all Broward County Public Schools (BCPS), OCW use of the schools parking lot was denied and BCPS staff was made aware of OCW's use of the parking lot in past years. Thereafter, OCW then requested that a formal Parking Lease Agreement between The School Board of Broward County, Florida (SBBC) and OCW be put in place to allow OCW continued use of the School's parking lot; hence this Parking Lease Agreement.

If approved by SBBC the Parking Lease Agreement would be for three (3) years, require OCW to hire a security firm to secure the gate to the School's parking lot at OCW's sole expense, and allow either party to terminate the Parking Lease Agreement upon receipt of a thirty (30) written notice of the party's desire to terminate. It should be noted, that OCW's cost of \$1,600.00 per month to secure the parking lot shall serve as OCW rental payment for use of the School's parking lot.

L-5 Amendment November 6, 2019 SBOM

Motion to Amend (Carried)

Motion was made by Mrs. Good, seconded by Mrs. Rupert and carried, to add language in the agreement under Section 2.09 Security, to read, "The LESSEE agrees that all LESSEE's employees shall vacate the parking lot by 5:30 p.m."

EXECUTIVE SUMMARY

Parking Lease Agreement with Our Children's Workshop, Inc.

After the February 14, 2017 unfortunate tragic event at Marjory Stoneman Douglas High School, new security measures, to include the securing and locking of all Broward County Public Schools (BCPS) facility gates were put in place. Due to the new security measures, Our Children's Workshop, Inc. (OCW) was no longer able to access the Pompano Beach High School (School) south parking lot for use as overflow parking for its employees.

Upon being denied entry and use of the parking lot, the business owner of OCW contacted staff at the Pompano Administrative Center, which Administrative Center is located on the School's campus to inquire why the gates to the south parking lot were locked. Upon being provided the reason, OCW informed staff that it has used the parking lot for 21 years under a verbal arrangement made between the business owner of OCW and a previous school principal, and would like to continue using the parking lot for employee parking. Staff from the Pompano Administrative Center informed OCW the request would be sent to the Facility Planning and Real Estate (FP&RE) Department for further evaluation.

Thereafter, staff from the FP&RE Department met with staff members from the Office of School Performance and Accountability (OSPA) and School personal to further discuss OCW's request. It was determined at this meeting that due to a shortage in staffing the gate to the south parking lot, the gate would remain locked. Staff from the FP&RE Department shared the outcome of the meeting with OCW and advised that they should seek alternative parking arrangements for their employees.

After contacting multiple business owners and nearby churches, OCW advised BCPS staff that all efforts to locate an alternative parking location were unsuccessful and offered to hire a security firm to secure and lock the School gate during the hours the parking lot is utilized by OCW. Given OCW's urgency to identify parking for its employees, staff from the FP&RE Department worked with the Procurement & Warehousing Services Department to identify a security firm on the BCPS approved vendors list and with the Risk Management Department on the insurance requirements to protect SBBC against any liability claim. Thereafter, upon BCPS obtaining the Certificate of Insurance from OCW and receiving proof that OCW had hired a security firm on the approved vendors list to monitor and secure the gate to the parking lot, OCW was granted authorization to utilize the parking lot as a short term solution to allow staff time to draft a formal parking lease agreement for The School Board of Broward County, Florida (SBBC) consideration; hence this Parking Lease Agreement (Agreement).

If approved by SBBC, this Agreement would allow OCW continued use of the School's south parking lot as overflow parking for OCW employees. The Agreement would be for three (3) years and require OCW to hire and maintain the services of a licensed and insured security guard, at OCW's sole expense, to secure and monitor the entry gate to the parking lot during

Executive Summary

Parking Lease Agreement with Our Children's Workshop, Inc.

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OCW's operational hours. It should be noted, that the current arrangement not only benefits OCW with its parking needs, but also benefits staff at the Pompano Administrative Center whose access to the south parking lot would otherwise be denied due to the lack of school personnel to monitor and secure the gate. Due to the mutual benefit received by both SBBC and OCW, OCW's monthly cost in the amount of \$1,600.00 to secure the parking lot, shall serve as OCW's rental payment for use of the south parking lot.

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT is made and entered into as of this 16th day of November, 2019, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as the "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

OUR CHILDREN'S WORKSHOP, INC.
(hereinafter referred to as "LESSEE"),
whose principal place of business is
1406 NE 4th Street Pompano Beach, Florida 33060

WHEREAS, the SBBC is the owner of the property located at 600 NE 13th Avenue, Pompano Beach, FL 33060, also known as "Pompano Beach High School," depicted in Exhibit "A," attached hereto; and

WHEREAS, the LESSEE is the owner of a children's daycare business located at 1406 NE 4th Street Pompano Beach, FL 33060, which property is located adjacent to the Pompano Beach High School; and

WHEREAS, the LESSEE desires to enter into a Parking Lease Agreement ("Agreement") with the SBBC for the use of eight (8) parking spaces located within Pompano Beach High School's South parking lot, herein depicted in Exhibit "B" to accommodate LESSEE's employees only; and

WHEREAS, as a condition precedent to the SBBC entering into the Agreement, LESSEE agrees to hire and maintain the services of a licensed and insured security guard, at LESSEE's sole expense, to secure and monitor the entry gate to the parking lot during the LESSEE's operating hours; and

WHEREAS, LESSEE's cost to hire a the aforementioned security guard shall replace the LESSEE's consideration and rental payment of \$1,600.00 per month pursuant to this Agreement; and

WHEREAS, the SBBC and LESSEE shall mutually benefit from use of the parking lot.

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall be for a period of three (3) years, commencing on November 6, 2019 and concluding on November 5, 2022.

2.02 **Leased Premises.** LESSEE shall lease the following described property: A portion of the South parking lot, consisting of eight (8) car parking spaces, located on NE 4th St., herein referred to as "**Leased Premises**" as indicated on the sketch attached hereto, and made part hereof as **Exhibit "B"**.

2.03 **Hours of Operation.** The Leased Premises may be used 10.5 hours a day, 5 days a week, between the hours of 7:00 AM to 5:30 PM, Monday through Friday.

2.04 **Rental.** In-Lieu of making monthly rental payments, LESSEE shall at all times have authorized security personnel securing and monitoring the entry gate to the Leased Premises during the LESSEE's Hours of Operation as defined in Section 2.03.

2.05 **Use of Leased Premises.** LESSEE shall utilize the Leased Premises as overflow parking to accommodate LESSEE's employees only. The Leased Premises shall only be used by LESSEE for vehicular parking (i.e. motorcycle, automobiles, vans, etc.). The LESSEE agrees that all LESSEE's employees shall vacate the parking lot by 5:30pm. *WJ 12/17/19.*

2.06 **Improvements.** The location of any and all improvements placed on the Leased Premises, shall first be approved in writing by SBBC, it being intended that SBBC shall have absolute control over the location of any improvements to the Leased Premises.

(a) The authority to grant the above-referenced approval regarding this Agreement is hereby delegated by the SBBC to the SBBC's Chief Facilities Officer and Chief Building Official. Subject to the provisions of the foregoing paragraph, the parties further agree that the LESSEE will prepare and submit plans to the SBBC's Chief Facilities Officer and Chief Building Official for review and approval. Any plans must meet State of Florida Building Code Requirements, Florida Fire Protection Code, and State Requirements for Educational facilities as applicable, and any other requirements imposed by applicable law. The SBBC's Chief Facilities Officer and Chief Building Official shall have thirty (30) days from the date of receipt to review and comment on the plans. All design documents shall be approved by the SBBC's Chief Facilities Officer and Chief Building Official prior to submission to the Department of Education, if applicable. The LESSEE agrees to obtain all necessary permits and approvals and to contract with a Contractor for the construction of the improvements.

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

(c) The LESSEE shall ensure the contractor correct any defective or faulty work or materials that appear after the completion of the improvements within the warranty period of such work performed.

(d) Any improvements made to the Leased Premises without the prior written approval of SBBC as to location shall immediately be removed or relocated within ninety (90) days of written demand by SBBC, unless the parties agree that the improvements should remain whereby this Agreement will be amended, in writing, to reflect the use and responsibility of the improvements.

2.07 **Transfer.** Unless approved in advance and in writing by SBBC, the LESSEE shall not assign or sublet the Leased Premises or use any part of the Leased Premises for any purpose other than as is set out in the Agreement.

2.08 **Maintenance/Repairs.** The LESSEE shall keep the Leased Premises clean, sanitary and free from trash and debris during the days and hours of operation stated in Section 2.03, and SBBC shall keep the Leased Premises clean, sanitary and free from trash and debris during the times other than the hours of operation stated in Section 2.03. SBBC shall provide for all maintenance and repairs in and about the Leased Premises in accordance with generally accepted good practices. SBBC shall maintain and keep in good repair the car stops, asphalt surface, potholes, striping, and signage in the Leased Premises during the term of this Agreement and shall be responsible for the replacement of all broken and damaged equipment, except such breakage or damage caused to the Leased Premises by the LESSEE, its officers, agents, and employees.

2.09 **Security.** Prior to this Agreement becoming effective, LESSEE shall hire a security firm on the Broward County Public Schools approved vendors list to secure and monitor the entry gate to the Leased Premises during the LESSEE's Hours of Operation as defined in Section 2.03 of this Agreement. LESSEE shall hire such security firm at the sole expense of the LESSEE. The hired security firm shall perform the following duties: monitor each vehicle entering the Leased Premises and only allow those vehicles with valid ID (SBBC or LESSEE) to enter the Leased Premises to park. The LESSEE agrees that all LESSEE's employees shall vacate the parking lot by 5:30pm.

2.09 **Hazardous Materials.** LESSEE shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Leased Premises by LESSEE, its agents, principals, employees, contractors, and consultants without the prior written consent by the SBBC, which consent may be withheld for any reason whatsoever or for no reason at all. If LESSEE breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material upon the Leased Premises caused or permitted by LESSEE (or the aforesaid others) results in (a) any contamination of the Leased Premises, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, or if contamination of the Leased Premises or the surrounding area(s) by Hazardous Material otherwise occurs for which LESSEE admits that it is legally, actually or factually liable or responsible to SBBC (or any party claiming, by through or under SBBC) for damages, losses, costs or expenses resulting therefrom, then LESSEE admits that it shall be solely responsible for all costs, expenses and amounts required to remediate, clean up and correct such matter and LESSEE admits that it shall further fully and completely indemnify, defend and hold harmless SBBC (or any party claiming by, through or under SBBC) from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses [including, but not limited to and without limitation: (i) diminution in the value of the Leased Premises and/or the land on which the Leased Premises is located and/or any adjoining area(s) which SBBC owns or in which it holds a property

interest; (ii) damages for the loss or restriction on use of rentable or usable space of any amenity of the Leased Premises or the land on which the Leased Premises is located; (iii) damages arising from any adverse impact on marketing of space; and (iv) any sums paid in settlement of claims, reasonable attorneys and paralegals' fees, (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings) consultants fees and expert fees] which arise during or after the term of this Agreement or any extension/renewal thereof, as a consequence of such contamination. This indemnification of SBBC by LESSEE includes, without limitation, costs incurred in connection with any investigation or site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Leased Premises.

(a) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about South Parking Lot or the surrounding area(s) caused or permitted by LESSEE (or the aforesaid others) results in (a) any contamination of Parking Lot 1, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then LESSEE shall immediately notify SBBC of any contamination, claim of contamination, loss or damage and, after consultation and approval by SBBC, take all actions at LESSEE's sole expense as are necessary or appropriate to return South Parking Lot, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of LESSEE shall survive the expiration or earlier termination of this Lease Agreement.

(b) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), petroleum, any and all material or substances which are classified as "biohazardous" or "biological waste" (as such terms are defined by Florida Administrative Code ("F.A.C.") Chapter 17-712, as amended from time to time), and extremely "hazardous waste" or "hazardous substance" pursuant to federal, state or local governmental law.

2.10 **Light Fixtures.** SBBC agrees to maintain all lighting fixtures and equipment on the Leased Premises. SBBC shall be responsible for replacement of all bulbs, lamps, tubes, starters and other devices necessary to fully and completely illuminate the Leased Premises.

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

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

With a Copy to: Director, Facility Planning and Real Estate
The School Board of Broward County, Florida
600 Southeast Third Avenue – 8th Floor
Fort Lauderdale, Florida 33301

To LESSEE: Monica Cruz
Our Children's Workshop, Inc.
1406 NE 4th Street
Pompano Beach, Florida 33060

2.12 **Records**. 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.

2.13 **Inspection of LESSEE's Records by SBBC**. The SBBC has the right to inspect and review any documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement that are in dispute upon providing reasonable written notice (up to two (2) weeks) to LESSEE. The inspection of records to take place at the LESSEE's place of business within two (2) weeks of SBBC's request.

2.14 **Liability**. 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.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By LESSEE: LESSEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by LESSEE, its agents, servants or employees; the equipment of LESSEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of LESSEE or the negligence of LESSEE's agents

when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by LESSEE, SBBC or otherwise.

2.15 **Insurance.** LESSEE shall maintain in full force and effect during the term of this Agreement public liability and property damage insurance with respect to injury, death or damage occurring at the Leased Premises or arising out of Agreement of the Leased Premises or otherwise arising out of any act or occurrence at the Leased Premises. Said insurance shall be in an amount of at least One Million Dollars (\$1,000,000) combined single limit per occurrence. The policies for the foregoing insurance shall name SBBC, and their partners, beneficiaries, trustees, officers, directors, agents and employees and such other parties as SBBC may designate as additional insured. At least one week prior to the first day of this Agreement, LESSEE shall furnish a certificate of insurance evidencing that such insurance is in effect.

2.16 **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.

2.17 **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.

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

ARTICLE 3 – GENERAL CONDITIONS

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

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

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party 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 LESSEE or the LESSEE'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' 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 for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term of this Agreement hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on the Leased Premises after the termination of this Agreement. LESSEE agrees that any of its property placed upon the Leased Premises pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement. SBBC reserves the right to terminate this Agreement immediately, if the LESSEE fails to provide security to the Leased Premises as described in Section 2.09 of this Agreement.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

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

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings

concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by

reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

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

(Intentionally left blank)



(Corporate Seal)

FOR SBBC

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. Curney
Office of the General Counsel

(Intentionally left blank)

FOR LESSEE

(Corporate Seal)

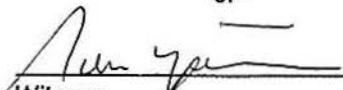
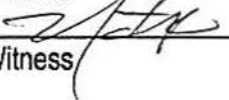
OUR CHILDREN'S WORKSHOP, INC.

ATTEST:

By: 
Monica Cruz/CEO

, COO/CFO

-or-


Witness

Witness

The Following **Notarization is Required for Every Agreement Without Regard to Whether the LESSEE Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward Palm Beach

The foregoing instrument was acknowledged before me this 7 day of October, 2019 by Monica Cruz of Our Children's Workshop on behalf of the corporation/agency.

He/She is personally known to me or produced FL driver's license as identification and did/did not first take an oath. (Type of Identification)

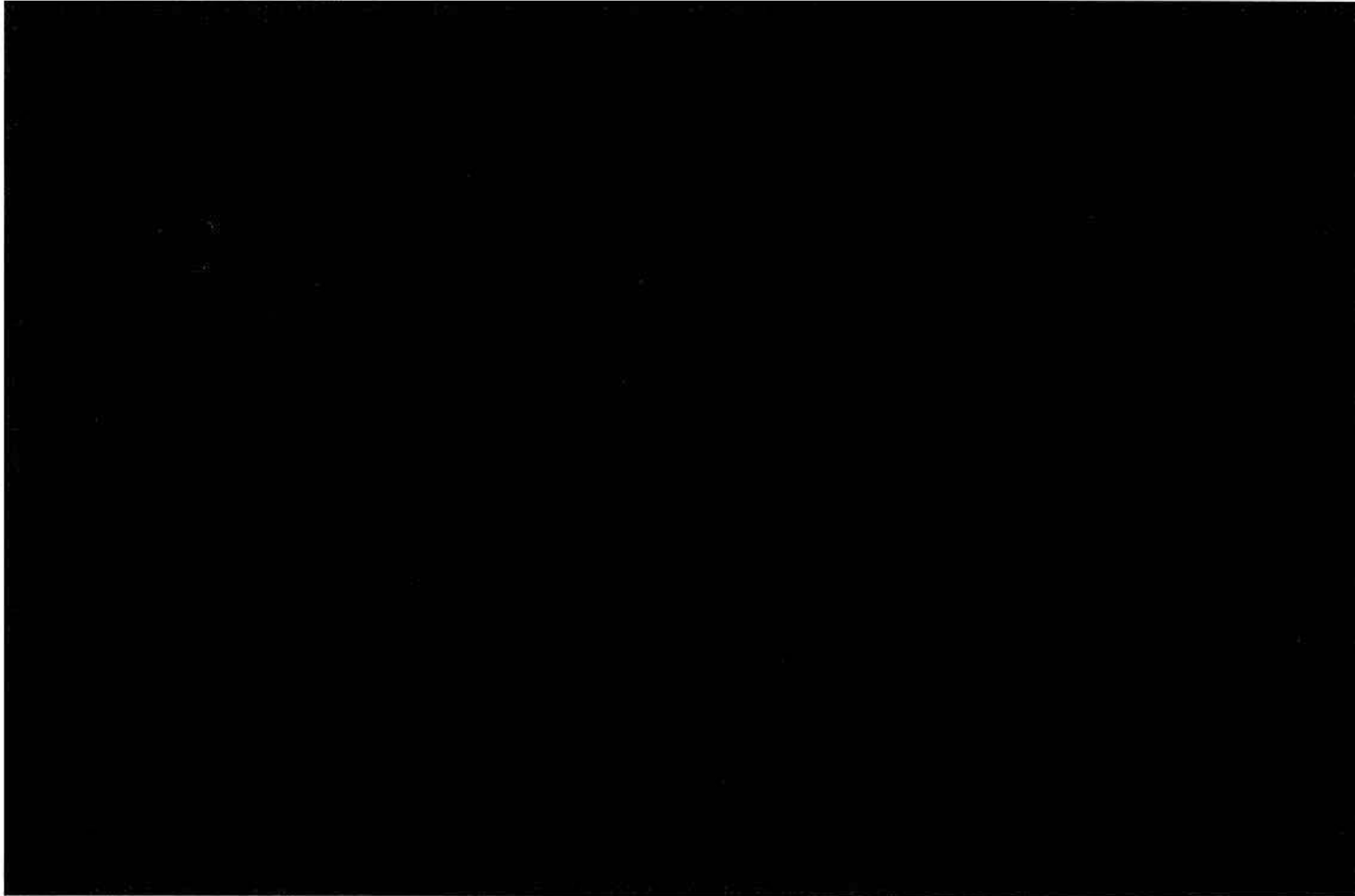
My Commission Expires: Nov 20, 2021


Signature – Notary Public

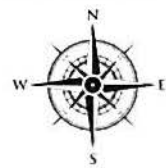
Dante Mancuso
Printed Name of Notary

66 161884
Notary's Commission No.





This Exhibit is confidential and has been has been redacted pursuant to Sections 119.071 and 281.301, Florida Statutes. The unredacted Exhibit will be provided to the parties to this Agreement.



Legend

Pompano Beach High School South Parking Lot 

OCW 8 Designated Parking Spaces