LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this _____ day of _____, 2020 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

JEFF CURTIS
(hereinafter referred to as "**Lessee**"),
Whose principal place of residence is
[redacted]

WHEREAS, SBBC has established the Resident On Campus Security Program (hereinafter referred to as the "**ROCS Program**"); and

WHEREAS, the SBBC desires to have law enforcement officers participate in the ROCS Program at selected SBBC school locations; and

WHEREAS, it is understood that the ROCS Program is established for the purpose of assisting in the security, prevention and reduction of crime and trespass upon school grounds and recognize that the ROCS Program is a great benefit to school administration, students, and the community as a whole.

WHEREAS, the SBBC owns real property at [redacted], also known as [redacted] (the "**School**") on which a residential Mobile Home owned by Lessee is currently located as shown on **Exhibit "A**," and hereinafter referred to as ("**Leased Grounds**"); and

WHEREAS, the SBBC authorized Lessee to locate his/her residential Mobile Home on the Leased Grounds for the purpose of fulfilling the purpose of the ROCS program; and

WHEREAS, Lessee agreed to locate his/her residential Mobile Home on the Leased Grounds and abide by the provisions contained in this Lease Agreement (hereinafter "**Agreement**"); and

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

ARTICLE 1 – RECITALS

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

ARTICLE 2 – CONDITIONS

2.01 **Leased Grounds.** SBBC hereby leases to Lessee the Leased Grounds for the purpose of placing a residential Mobile Home owned by Lessee under the terms and conditions specified herein.

2.02 **Lease Term.** Unless terminated earlier pursuant to Article 3.05 of this Agreement, the term of this Agreement shall be for three (3) years commencing on February 22, 2020 and expiring on February 21, 2023 *(the "**Lease Term**")*, and may, at the sole discretion of the SBBC, be renewed for a single, additional three (3) year term. Such renewal is contingent upon the terms and conditions set forth in Article 2.04.

2.03 **Rate.** For the purposes of this Agreement, no rental payment for the Leased Grounds is required of the Lessee.

2.04 **Renewal Option**. Should the SBBC exercise its option to renew this Agreement for a period of three (3) years, such renewal is contingent upon the following:

a. Lessee shall not be in default of any of its obligations under this Agreement, or any other agreement with the SBBC, from the time Lessee requests a renewal to the commencement of the renewal period.

b. Lessee shall have provided SBBC with a written request to renew no less than two hundred forty (240) calendar days before expiration of the Lease Term.

c. Lessee shall agree to the same terms and conditions as set forth in this Agreement in addition to any and all additional terms and conditions as may be required by SBBC.

2.05 **Employed Law Enforcement Officer.** Lessee represents that he/she is an actively employed and in good standing, as a certified law enforcement officer employed by the [redacted] (hereinafter, "**Employer**").

2.06 **Change of Employment.** Lessee agrees to provide written notice to the SBBC within five (5) calendar days of any change to the active status of Lessee's employment with Employer, including, but not limited to termination of employment, suspension, retirement, or resignation, and Lessee authorizes the SBBC to directly contact Employer to inquire into Lessee's employment status. SBBC reserves the right to take appropriate action, including termination of this Agreement should the active status of Lessee's employment status change, (including but not limited to termination of employment, suspension, etc.). Lessee hereby expressly consents to his/her Employer disclosing his/her employment status to SBBC at any time during the term of this Agreement.

2.07 **Condition of Leased Grounds.** Except as specified herein, Lessee shall accept the Leased Grounds in its "as is" condition.

2.08 **Occupancy.** The residential Mobile Home located on the Leased Grounds shall be occupied by Lessee and members of his/her immediate family and/or companion listed in **Exhibit "B"** (hereafter referred to as Authorized Occupants). A background check, pursuant to Article 2.34 of this Agreement, at Lessee's sole expense shall be conducted on all adult occupants, and person(s) not listed in Exhibit "B" may not stay in the residential Mobile Home for more than seven (7) consecutive calendar days without written consent from the School Principal or designee. If feasible, Lessee shall notify the School Principal a minimum of seven (7) calendar days in advance of when such person(s) would occupy the residential Mobile Home, and if not feasible due to unanticipated circumstances, Lessee shall notify the School Principal a minimum of two (2) calendar days after such person(s) occupies the residential Mobile Home. If Lessee desires for additional persons to permanently occupy the residential Mobile Home, Lessee shall notify the School Principal as required herein and the Chief, Special Investigative Unit or designee. Thereafter, the Chief, Special Investigative Unit or designee shall notify the District's Chief Building Official and Chief Fire Official of the request, after which the Chief Building Official and Chief Fire Official shall implement due diligent steps to ensure that fire and applicable codes would not be violated if the additional persons are allowed to permanently occupy the residential Mobile Home. Upon written feedback from the Chief Building Official and Chief Fire Official to the Chief, Special Investigative Unit or designee , with a copy to the School Principal that such persons should be allowed to permanently occupy the residential Mobile Home, and if the School Principal agrees to such permanent occupation, and upon completed background check on such person(s), Exhibit "B" shall be revised to include the name(s) of the additional person(s); and this revision shall not require an amendment to this Agreement. However, if the written feedback from the Chief Building Official and Chief Fire Official is that such person(s) cannot permanently occupy the residential Mobile Home, the Chief, Special Investigative Unit or designee shall advise the Lessee of the decision.

Within ten (10) calendar days of approval of this Agreement by SBBC, Lessee shall Provide SBBC with the Vehicle Identification Number and the original or certified copy of the title of ownership of the Mobile Home.

During the term of this Agreement and as long as the residential Mobile Home is located on School property, Lessee shall not sell, convey, or transfer title or ownership of the residential Mobile Home unless authorized in advance and in writing by the Superintendent of Schools ("**Superintendent**") or designee.

2.09 **Pet(s).** Lessee is permitted to keep pets limited to: domesticated feline or canine animals, ferrets, fish not to exceed 10 pounds, rabbits, guinea pigs, gerbils, hamsters, Pogona Vitticeps (commonly known as Bearded Dragons) and canine animals specifically trained to assist those with disabilities, and police dogs as defined in Section 843.19(1)(a), Florida Statutes. Any pet kept in the residential Mobile Home and on the Leased Grounds must be up to date on all immunizations, properly tagged for identification (as required by law or rule), registered in Broward County (when applicable), and the Lessee must comport with all federal, state, and local laws concerning care, control, and leashing of pets at all times when not within the residential Mobile Home on the Leased Grounds. Lessee must also ensure that he/she immediately cleans up any pet defecation on the Leased Grounds and School property. Lessee shall keep any and all pets in a healthy condition inside the Mobile Home, and/or in appropriate cages or tanks that shall be maintained in a clean and safe condition. No pets shall be permitted outside the Leased Grounds except on

a leash and at all times under the control of the ROCS officer or Authorized Occupants as stated and defined herein. Lessee shall ensure that any and all pets shall not display aggressive behavior and shall not interfere with the educational process or environment of any student and must not pose a health or safety threat to any student, employee or other person or animal. In no case will a Lessee be permitted to keep on the Leased Grounds any of the following: endangered species, wild animals, poisonous animals, farm animals, primates, reptiles (excluding Pogona Vitticeps commonly known as Bearded Dragons), insects, wolves, rays, sharks, and wild cats. Lessee shall have a health certificate or report of examination from a veterinarian licensed in the State of Florida, indicating that each and every dog, cat, and ferret that Lessee has in the residential Mobile Home and on the Leased Grounds has been vaccinated pursuant to Section 828.30, Florida Statutes. Upon SBBC request, Lessee shall provide SBBC with such health certificate or report of examination for each and every dog, cat, or ferret. Lessee shall pay for any and all damages or costs to the Leased Grounds as a result of Lessee's pet(s); including but not limited to sodded areas, trees, and fencing.

Lessee agrees to defend, indemnify, and hold harmless SBBC, its agents, servants and employees, for 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 the 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 injury (ies) to a person(s) or damage to property caused by Lessee's pet(s). Lessee agrees to comply with any and all applicable federal, state, and local laws, including, but not limited to Chapter 4 of Broward County, Florida Ordinances. Violation of this Article shall be considered a material breach of this Agreement, and shall be considered cause under which SBBC may terminate this Agreement without any liability to Lessee.

2.10 **Initial Location of Residential Mobile Home**. SBBC and Lessee agree that Lessee's residential Mobile Home is currently, and shall remain located on the Leased Grounds throughout the term of this Agreement. Lessee agrees to pay for and be fully responsible for the proper maintenance of the residential Mobile Home on the Leased Grounds.

2.11 **Mobile Home Tie-Down.** Lessee agrees to at all times during the term of this Agreement, tie-down the residential Mobile Home in conformance to State laws and county and municipal ordinances at the time of placement of the residential Mobile Home on the Leased Grounds and abide by additional tie-down requirements as prescribed by the SBBC Office of Facilities & Construction (OFC) and the Building Department. Lessee shall also abide by all municipal and county ordinances governing residential Mobile Homes.

2.12 **Parking.** Vehicular parking shall be contained within the Leased Grounds in designated parking areas. For the purposes of this Agreement, a vehicle is defined to include: a car, van, pick-up truck, boat with current registration and title in Lessee's name, on trailer with current tag and title in Lessee's name and not exceeding 27'-5" in total overall length, SUV and/or motorcycle only. Any and all other vehicles, including but not limited to trailers (other than the aforementioned boat trailer) are not permitted unless otherwise approved in advance by SBBC.

2.13 **Asbestos.** Lessee hereby represents that the residential Mobile Home located on the Leased Grounds is free from friable asbestos as defined in the Asbestos Hazard Emergency Response Act (AHERA), 40 CRF Part 763, Asbestos Materials in Schools, October 30, 1987, and Florida State Requirements for Educational Facilities (SREF) 1999, whichever is more stringent.

2.14 **Changes to Leased Grounds.** Lessee shall not conduct any construction activities on the Leased Grounds or make addition(s) (hereafter referenced as "**Improvements**") to the residential Mobile Home without receiving prior written approval from both the SBBC's Chief Facilities Officer (or designee) and the SBBC's Building Official (or designee), and who's approval shall not unreasonably be withheld. The SBBC's Chief Facilities Officer and Building Official or designees may grant approval of any proposed plan(s) for Improvements upon determination that the plan(s) meets SBBC's requirements. However, the SBBC shall have absolute control over the location of any and all Improvement(s) before they are placed upon the Leased Grounds and on the residential Mobile Home. Any unauthorized Improvement(s) placed on said Leased Grounds and/or residential Mobile Home shall immediately be removed or relocated at Lessee's sole expense within ten (10) calendar days of Written Notice from the SBBC. Except as otherwise provided in this Agreement, any removal or change of location of any structural components of the residential Mobile Home located upon the Leased Grounds shall be made by Lessee at Lessee's sole expense and only after first complying with the requirements of Article 2.14(a) of this Agreement. Any appliance or equipment removed or relocated from the Leased Grounds by Lessee shall be replaced at the end of this Agreement in its original form and placement.

a. After receipt of prior written approval as defined hereinabove, but before the commencement of any Improvements, Lessee shall require the engaged contractor, if applicable, to furnish performance and surety bonds that guarantee the completion of the project and the performance of the work necessary to complete the project, as well as assures the full payment to all suppliers, material men, laborers or subcontractors employed by Lessee. Lessee agrees to deliver a copy of the required bonds to the SBBC prior to the commencement of any work to perform the Improvements. Such bonds shall remain in effect for one (1) year after completion of the project. The contractor, if applicable, will cause the correction of any defective or faulty work or materials that appear after the completion of the project within the warranty period of such work performed.

2.15 **Maintenance.** Lessee shall maintain the Leased Grounds and the residential Mobile Home, together with any Improvements thereon, in a clean, orderly, and sanitary condition, as determined by the School Principal or designee, at all times throughout the term of this Agreement, and shall not sell, convey, or transfer the residential Mobile Home, except as permitted herein until such time it is removed from the Leased Grounds. Maintenance of the Leased Grounds shall include, but not be limited to, repairs to the residential Mobile Home, any Improvements thereon, mowing of the lawn within the Leased Grounds, etc., as determined by the Principal or designee.

2.16 **Leased Grounds Inspection.** Lessee shall permit inspection of the Leased Grounds and the residential Mobile Home twice annually by the Special Investigative Unit Department, and Environmental Health and Safety Department during the term of the Agreement and at other times upon reasonable Written Notice to Lessee. Lessee shall promptly comply with any and all recommendations for corrective action resulting from such inspection and shall implement such corrections at his/her sole expense.

2.17 **Absence from Leased Grounds.** Lessee shall make best efforts to provide twenty-four (24) hour advance written notice to the School Principal or designee, the Chief, Special Investigative Unit or designee, regarding any absence from the Leased Grounds that would last for a period more than twenty-four (24) consecutive hours. The failure of Lessee to provide such written advance notice without reasonable excuse shall constitute a material breach of this Agreement and may result in the termination thereof.

2.18 **Transfer.** Lessee shall maintain the residential Mobile Home as a single-family dwelling and shall not assign or sublet the Leased Grounds or the residential Mobile Home or any part thereof without SBBC's prior, written approval.

2.19 **Commercial Business.** Lessee shall not conduct any commercial business from the residential Mobile Home.

2.20 **Payment of Taxes, and Compliance with Licensing**. Lessee shall comply with and pay for any and all applicable mobile home taxes and/or licensing requirements imposed by the State of Florida or any applicable governmental entity while the residential Mobile Home is located on the Leased Grounds. Lessee shall also display on the residential Mobile Home, any required licenses.

2.21 **Firearms and Weapons.** In compliance with SBBC Policy 2304.1 **Weapons**, Authorized Occupants, guests, and other invitees shall not possess, carry, or use any weapons or firearms, as defined in Section 790.001, Florida Statutes, while on the Leased Grounds (including within the residential Mobile Home) or the School facility. Lessee is exempt from SBBC Policy 2304.1 and is authorized to possess or carry firearms on the Leased Grounds (including within the residential Mobile Home) or the School's facility only while carrying out his/her official duty as a law enforcement officer **ONLY if such firearms are issued by his/her current Law Enforcement Agency employer or if authorized to be used by his/her current Law Enforcement Agency employer's written policy when working within the scope of his/her employment as a certified law enforcement officer.** Upon SBBC's request, Lessee shall provide written documentation that Lessee's firearm is either issued by his/her current Law Enforcement Agency employer or authorized to be used by his/her current Law Enforcement Agency employer's written policy. Lessee, shall keep all such weapons or firearms in a securely locked box or container or in a location which a reasonable person would believe to be secure or shall secure it with a trigger lock, except when he/she is carrying the weapon or firearm on his/her body within such a close proximity thereto that he/she can retrieve and use it as easily and quickly as if he/she carried it on his/her body, pursuant to Section 790.174, Florida Statutes. The Lessee shall not possess, carry, or use any weapons or firearms that are not utilized for the discharge of his/her employment on the Leased Grounds (including within the residential Mobile Home) or School facility. Violation of this Article shall be considered a material breach of this Agreement, and shall be considered cause under which SBBC may terminate this Agreement without any liability to Lessee.

2.22 **Utilities.**

a. Lessee's proportionate share of electric, water, waste, trash, etc. (Utility) charges shall be based upon a calculation of the prior year District-Wide Annual Utility costs. The amount payable by Lessee for Utilities for the first year of this Agreement shall be **$259.40** and shall be adjusted annually on the anniversary date of this Agreement. Any payments due from Lessee under this Agreement shall be made payable to the order of "The School Board of Broward County, Florida" and delivered to Director – Facility Planning and Real Estate Department, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

b. Utility payments cited herein shall be due annually on the anniversary date of this Agreement. In the event, the total annual payment for utilities are not received within five (5) business days after the due date, SBBC shall be entitled, in addition to any other remedy

that may be available, to an administrative fee, and a daily late charge of five percent (5%) of the amount of the total payment due.

c. Lessee may install and maintain in the residential Mobile Home a telephone in Lessee's name and upon doing so shall furnish the SBBC and the School Principal or designee and the Chief, Special Investigative Unit or designee with the telephone number. Additionally, Lessee shall be billed directly by the telephone service provider for such telephone service. If Lessee has a cellular telephone, Lessee shall also furnish the SBBC and the School Principal or designee and the Chief, Special Investigative Unit or designee with the cellular telephone number. If Lessee desires cable television, satellite television or internet service to the residential Mobile Home, Lessee shall make arrangements for the installation of the same at his/her sole expense and shall pay for any such installed services at his/her sole expense during the term of this Agreement.

d. Lessee shall solely be responsible for the removal of garbage from the Leased Grounds.

2.23 **Relocation of Residential Mobile Home.** SBBC and Lessee agree that if the SBBC requires the residential Mobile Home to be relocated to another area of the School, the SBBC shall bear the expense of relocating the residential Mobile Home to the designated area within Leased Grounds and shall bear the expense of restoring the prior Leased Grounds to its original condition (including but not limited to green space if applicable) after removal of the residential Mobile Home. However, if the request to relocate the residential Mobile Home was at the Lessee's behest to another area of the School facility that could accommodate the residential Mobile Home, and if SBBC agrees to such request, Lessee shall bear the expense of relocating the residential Mobile Home to the designated area within Leased Grounds and shall bear the expense of restoring the prior Leased Grounds to its original condition (including but not limited to green space if applicable) after removal of the residential Mobile Home. However, if the residential Mobile Home is improperly relocated, the SBBC may take steps to terminate this Agreement consistent with provisions of Article 3.05.

2.24 **Removal of Residential Mobile Home.** Lessee shall, at his/her own expense, promptly, but no later than thirty (30) calendar days after the expiration or effective date of termination of this Agreement, remove the residential Mobile Home and restore the Leased Grounds to its original condition (including but not limited to green space if applicable).

a. Should Lessee fail to remove the residential Mobile Home and restore the Leased Grounds to its original condition within thirty (30) days of expiration or termination of the Agreement, ***Lessee expressly authorizes SBBC to remove and store the residential Mobile Home and restore the Leased Grounds to its original condition and Lessee expressly and voluntarily agrees to be personally liable for all costs, expenses, and fees associated with such move and storage and restoration of the Leased Grounds.***

b. *Further,* Lessee expressly acknowledges and agrees that if SBBC determines, in its sole opinion, that removal and storage of the residential Mobile Home is not practical, SBBC shall, after thirty (30) days' Written Notice to Lessee, be permitted to demolish the residential Mobile Home and restore the Leased Grounds to its original condition ***and Lessee expressly and voluntarily agrees to be personally liable for all costs, expenses, and fees associated with such demolition and restoration.***

2.25 **Vacating Leased Grounds.** Upon termination or expiration of this Agreement, Lessee understands and admits that he/she will no longer be permitted to reside on the Leased Grounds and shall vacate the Leased Grounds immediately after the thirty (30) calendar day period for removal expires. The Lessee hereby, waives any rights, if any, to reside in his/her Mobile Home if it is still located on the Leased Grounds after the thirty (30) calendar day period for removal expires.

2.26 **Return of SBBC Properties**. Upon the termination or expiration of this Agreement and prior to vacating from the Leased Grounds as stated herein, Lessee shall return to the School's Principal, all SBBC property or properties in his/her possession including but not limited to keys to the School's gate/fence, the School's Knox box and any master key(s) to the School. Lessee admits and agrees that should he/she fail to return SBBC property or properties in his/her possession including, but not limited to, the aforementioned keys, then Lessee shall be responsible and shall pay for the replacement of the property or properties and shall pay to have the lock(s) on the appropriate facility door(s), gate(s), box(es), etc. changed.

2.27 **Reporting Attempts, Incidents, Trespasses and Unauthorized Persons or Vehicles.** Lessee shall immediately report, and respond to if possible, any and all attempts or incidents of trespass, vandalism, unlawful or unauthorized entry, unauthorized persons or vehicles or unlawful conduct occurring at the School upon which the Leased Grounds is located to the School Principal or designee, SBBC's Chief Special Investigative Unit Division, and the appropriate law enforcement agency. Lessee shall take any necessary lawful action required to remedy any incidents stated herein. The Lessee shall assist the SBBC in protecting the School by providing any necessary information known to Lessee that will assist in the investigation and possible prosecution for such attempts, incidents, trespasses, unauthorized persons, or vehicles. The Lessee may perform other security duties at the School if requested by the School Principal or designee.

2.28 **Mentoring.** As feasible, Lessee should from time to time mentor students attending the School upon which the Leased Grounds is located, and at a minimum provide information on the number of students mentored and the subject of the mentoring in the Report required in this Agreement.

2.29 **Monthly Report and Weekly Contacts**. Lessee shall submit a monthly written report to the School Principal or designee, and the Chief, Special Investigative Unit or designee. The written report, which at a minimum shall contain information regarding Lessee's daily building checks and reports of any campus incidents of vandalism, and unlawful entry on the SBBC school property, shall be included in a written form that is approved by the Chief, Special Investigative Unit or designee. This written report shall be submitted, via the method established by the School District, to the School Principal or designee, and the Chief, Special Investigative Unit or designee no later than the fifth day of the following month. In addition to the monthly written reports, Lessee shall communicate on a weekly basis with the School Principal, and this weekly contact may be conducted in person, by telephone, email or in writing as agreed to by the School.

2.30 **Alarm Response.** Lessee shall be the first callout when the security alarm is sounded at the School facility and will open the fence locks for the responding law enforcement officials; check and/or securing all doors and windows at the School; and report any unlocked doors and windows to School Principal or designee.

2.31 **Non-Assumption of Costs and Liability.** The SBBC will not incur costs beyond those stated herein. The SBBC does not accept any responsibility or liability for actions taken by Lessee and Lessee shall hold the SBBC harmless for any claim arising out of this Agreement.

2.32 **Indemnification.**

a. **By SBBC:** The SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein shall be deemed to be a waiver by SBBC of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

b. **By Lessee:** Lessee agrees to indemnify, hold harmless and defend the 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 the 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 agent, servants or employees; the equipment of Lessee, its agents, servants or employees while such equipment is on the premises owned or controlled by the 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 the SBBC's property, and injury or death of any person whether employed by Lessee, the SBBC, or otherwise.

2.33 **Insurance Requirements.** Lessee shall keep homeowner's liability insurance in full force and effect during the term of this Agreement. Said insurance shall be in an amount not less than **THREE HUNDRED THOUSAND DOLLARS** ($300,000.00) each occurrence and shall name The School Board of Broward County, Florida as an additional insured. Proof of such insurance shall be provided by Lessee to SBBC's Risk Management Department within ten (10) calendar days of Lessee's occupancy of the Leased Grounds. In addition, Lessee shall defend, indemnify, and hold SBBC harmless from any liability for bodily injury or property damage to Lessee, the authorized occupants or guests or other invitees while in Lessee's Residential Mobile Home or on SBBC's property.

2.34 **Background Screening.** Lessee agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and for all of his/her immediate family listed in Exhibit "B" to also be subjected to the requirements of Sections 1012.32 and 1012.465, Florida Statutes as they relate to persons 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; such persons will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted in accordance with the SBBC requirements in advance of when Lessee and his/her immediate family occupy the Leased Grounds, or given that Lessee currently resides on the Leased Grounds, within ten (10) calendar days from the effective date of this Agreement if he and his/her immediate family have not done so. Lessee 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 Lessee and his/her

immediate family. The parties agree that the failure of Lessee to perform any of the duties described in this Article shall constitute a material breach of this Agreement entitling the SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Should SBBC exercise its right to immediately terminate, then Lessee shall be subject to Article 2.24, 2.25, and 3.05 of this Agreement. To the extent permitted by law, Lessee agrees to defend, indemnify, and hold harmless the SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Lessee's failure to comply with the requirements of this Article or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by the SBBC of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes. Lessee will provide the SBBC evidence of successful screening of all of Lessee's immediate family listed in Exhibit "B."

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 Article 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 (including, but not limited to Authorized Occupants) or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the Conversion Charter School or the Conversion Charter School's officers, employees, agents, subcontractors, or assignees. As nothing in this contract is meant to benefit any third party, and the parties are acting as independent contractors the Lessees are not tasked as or considered "caretakers or caregivers" to any students or minors as it relates to this agreement."

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

3.05 **Termination**. This Agreement may be terminated with cause by either party during the term hereof, or maybe terminated without cause upon mutual agreement of the parties, upon ninety (90) calendar days' Written Notice to the other party. Upon termination of this Agreement, Lessee shall immediately remove

the Mobile Home, return the Leased Grounds to its original condition and vacate the Leased Grounds pursuant to Article 2.24 and 2.25 of this Agreement.

3.06 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) 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' 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 Article shall be construed to preclude termination for convenience pursuant to Article 3.05 of this Agreement.

3.07 **Annual Appropriation.** The performance and obligations of the SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the SBBC does not allocate funds for the payment of services or products or otherwise to be provided under this Agreement, this Agreement may be terminated by the SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and the SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this Article.

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

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT

DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.09 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with the SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or 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 the SBBC and its officers and employees for any violation of this Article, including, without limitation, defending the SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon the 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 Article or of Section 1002.22, Florida Statutes. This Article 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.

3.10 **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. SBBC and Lessee admits and agrees that Landlord and Tenant law, including, but not limited to Chapter 83, Florida Statutes, shall not apply, under any circumstances, to this Agreement.

3.11 **Place of Performance**. All obligations of the 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.

3.12 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.13 **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.

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

3.15 **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 the SBBC.

3.16 **Incorporation by Reference**. Exhibits "A" and "B." attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.

3.17 **Captions**. The captions, Article designations, Article 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.

3.18 **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.

3.19 **Written Notice.** When any of the parties' desire to give notice to the other, such notice must be in writing, delivered in person or sent by registered mail or other traceable delivery service, 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 purpose of this Agreement, Written Notice is deemed "served" when delivered in person to the designated individual, member of the firm or officer of the corporation for whom it is intended, or when either delivered or returned as undeliverable when sent by registered mail or other traceable delivery service to the designated address below.

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

With a Copy to:

Chief, Special Investigative Unit
The School Board of Broward County, Florida
Technology and Support Services Facility
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351

To Lessee:

Jeff Curtis
[redacted]

3.20 **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 expresses 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.

3.21 **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.

3.22 **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.

3.23 **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. In the event, any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, this Agreement shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its discretion, returns the facility to an operable condition.

3.24 **Survival**. All representations and warranties made herein regarding 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.

3.25 **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.

3.26 **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

ATTEST:

By:_____
Donna P. Korn, Chair

_____
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content

_____
Office of the General Counsel

(Remainer of page intentionally left blank)

FOR LESSEE

ROQUE
Witness

Jeff Curtis Signature

NITSCH, KEVIN
Witness

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 9th day of January 2020, by Jeffrey Curtis **[PRINT NAME OF SIGNOR ABOVE]** of **[PRINT FULL NAME OF FIRM]** on behalf of the corporation or agency.

He/she is personally known to me or produced as Identification and did/did not first take an oath.

My Commission Expires:

Signature – Notary Public

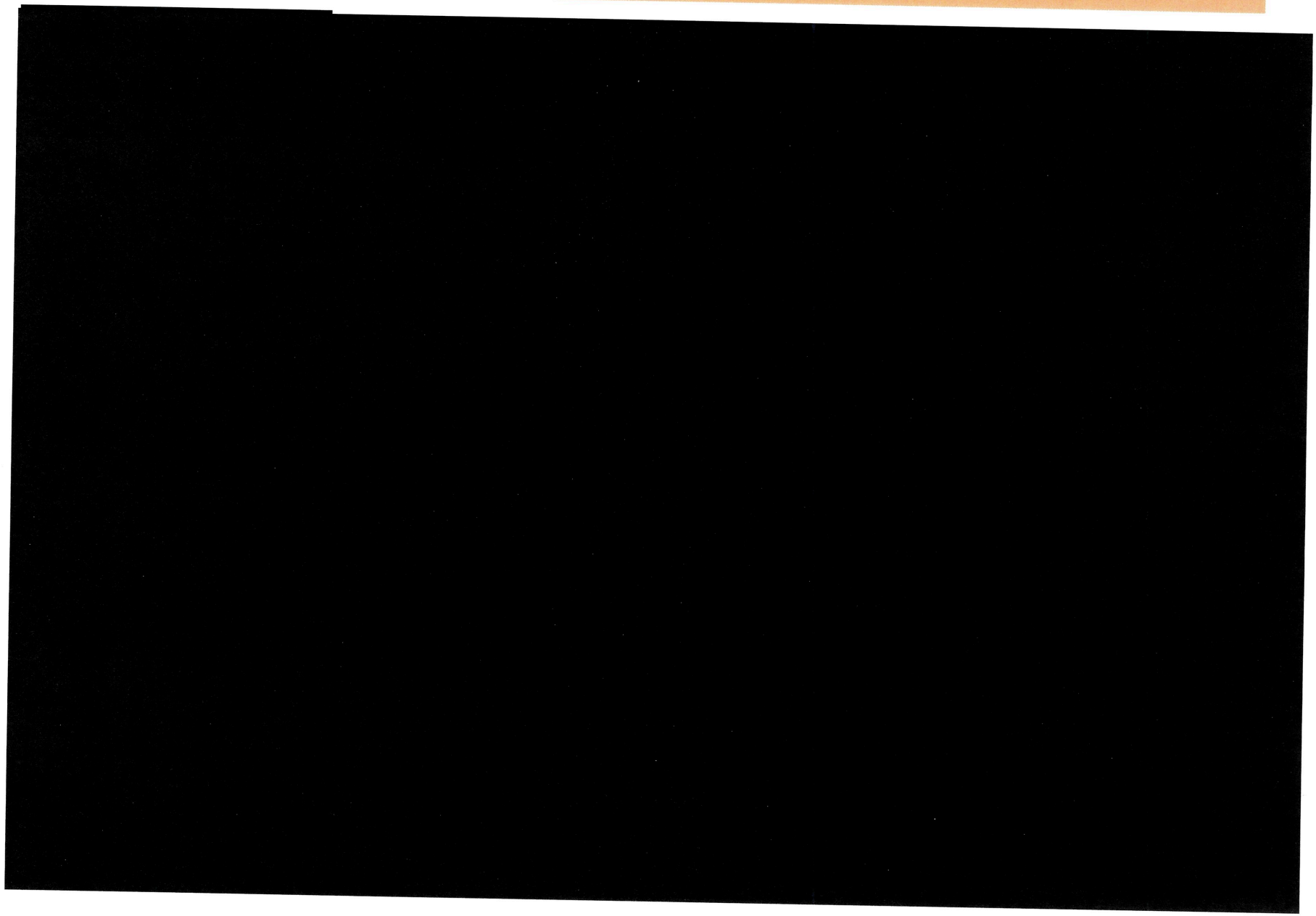
Patrice Muchow
Notary's Printed Name

(SEAL)

GG 182907 · 06/01/2022
Notary's Commission

PATRICE MUCHOW
Notary Public - State of Florida
Commission # GG 182907
My Comm. Expires Jun 1, 2022
Bonded through National Notary Assn.

EXHIBIT A

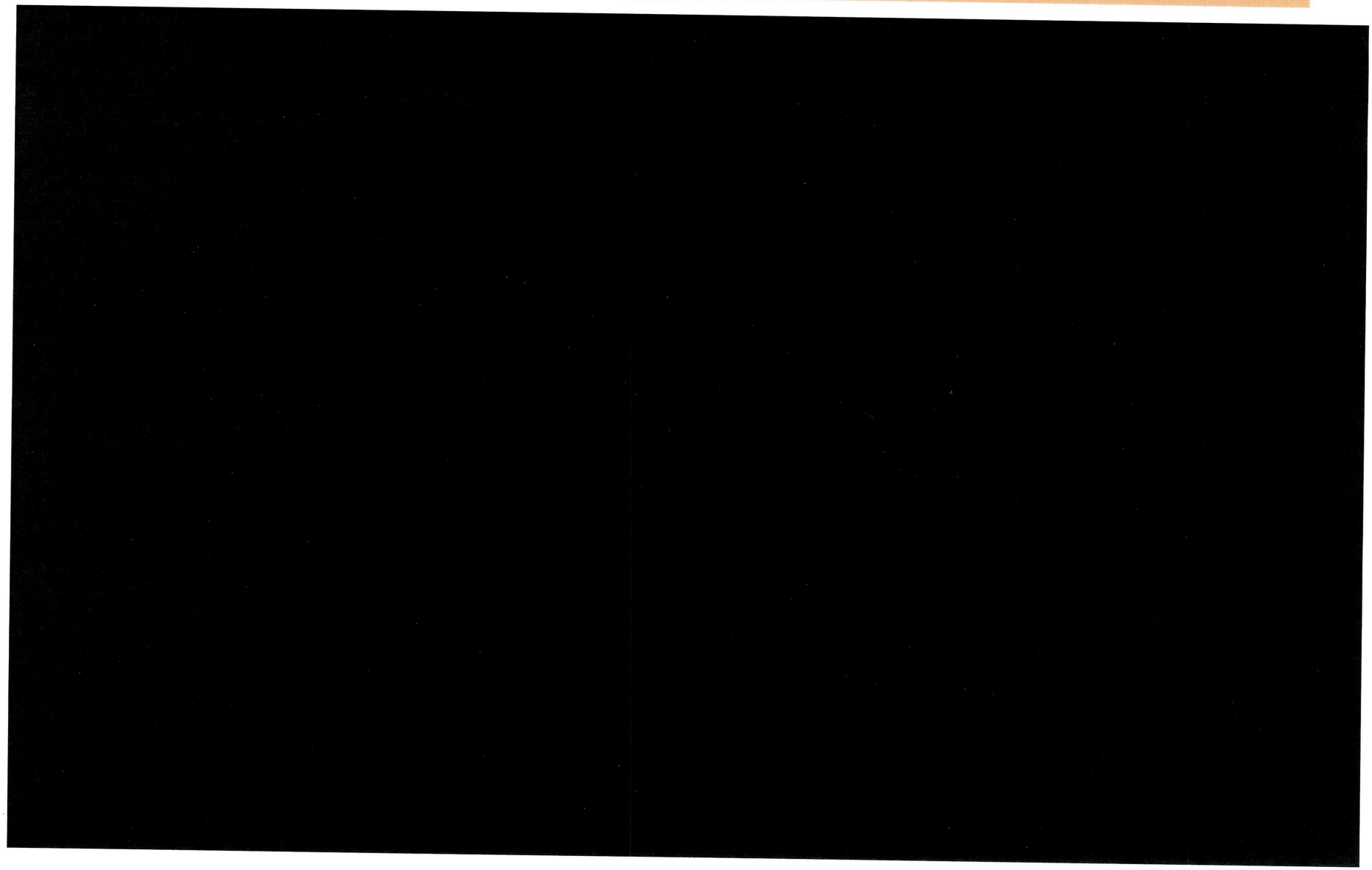


SITE PLAN

Prepared by: Facility Planning and Real Estate Department

7-10-2016

EXHIBIT A



PARTIAL SITE PLAN AND PHOTOS

Prepared by: Facility Planning and Real Estate Department

7-10-2016

EXHIBIT B

Authorized Occupants

NAME	RELATIONSHIP	DATE OF BIRTH
JEFFREY ALLYN CURTIS	**LESSEE**	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

* Any and all Authorized Occupants that are of the age of majority during the term of this Agreement including any renewal period shall sign and have notarized an affidavit in the attached Sample Affidavit format. Any and all Authorized Occupants that will reach the age of majority during the term of this Agreement including any renewal period shall sign and have notarized an affidavit in the attached Sample Affidavit format upon reaching the age of majority.

** See attached signed and notarized affidavit for [redacted].

SAMPLE
AFFIDAVIT
FOR [FILL IN NAME]

_____	_____
Witness	Signature
_____	_____
Witness	Printed Name

STATE OF _____

COUNTY OF _____

The foregoing Lease Agreement was reviewed, acknowledged, and sworn to before me by_____who is personally known to me or who produced
Insert Name Here

_____ as identification and who did/did not first take an oath
Type of Identification

this_____day of_____,20____that he/she, as an Authorized Occupant, shall comply with any and all of the requirements, terms and conditions of the Lease Agreement.

My Commission Expires:

_____
Signature – Notary Public

_____
Notary's Printed Name

(SEAL)

_____
Notary's Commission No.

AFFIDAVIT

NAME: [redacted]

Witness KEVIN NITTON

Signature

Witness Andrew Cardinelli

MYRNA PIZARRO-CURTIS
Printed Name

STATE OF Florida

COUNTY OF Broward

The foregoing Lease Agreement was reviewed, acknowledged, and sworn to before me by [redacted] who is personally known to me or who produced

as identification and who did/did not first take an oath

Type of Identification

this 9th day of December, 2019 that he/she, as an Authorized Occupant, shall comply with any and all of the requirements, terms and conditions of the Lease Agreement.

My Commission Expires:

Signature – Notary Public

PATRICE MUCHOW
Notary Public – State of Florida
Commission # GG 182907
My Comm. Expires Jun 1, 2022
Bonded through National Notary Assn.

(SEAL)

Patrice Muchow
Notary's Printed Name

GG 182907
Notary's Commission No.