



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

L-2.

MEETING DATE: 2020-05-19 10:05 - Regular School Board Meeting

AGENDA ITEM: ITEMS

CATEGORY: L. OFFICE OF PORTFOLIO SERVICES

DEPARTMENT: Facility Planning and Real Estate

Special Order Request  
 Yes  No

Time

Open Agenda  
 Yes  No

TITLE:

License Agreement with The City of Plantation (Jim Ward Community Center)

REQUESTED ACTION:

Approve the License Agreement (Agreement) between The School Board of Broward County, Florida and the City of Plantation for the use of the Jim Ward Community Center.

SUMMARY EXPLANATION AND BACKGROUND:

On June 11, 2019, The School Board of Broward County, Florida (SBBC) approved a one (1) year Agreement with the City of Plantation (CITY) to use the CITY's Jim Ward Community Center (Center) to conduct English for Speakers of Other Languages (ESOL) classes. See Supporting Docs for continuation of Summary Explanation and Background. This License Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel and will be approved by the CITY after SBBC approval.

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 SBBC; therefore, this item does not require a collaboration form from the Capital Budget Department.

EXHIBITS: (List)

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

5/1/2020, 3:28:25 PM

Approved In Open Board Meeting On:

MAY 19 2020

By:

*Donna K...*  
 School Board Chair

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

In previous years, this Agreement has been for a one (1) year term; however, the CITY has requested that the current one (1) year term of the Agreement be extended to a three (3) year term to avoid CITY and SBBC staff processing annual renewals of the Agreement, which routinely serves to only extend the Agreement term for an additional year. Staff concurs with the CITY's suggestion, because a three (3) year term is not detrimental but is beneficial to SBBC as the lessee.

If approved by the SBBC, this Agreement would allow SBBC to continue using the CITY's facility to host its ESOL classes for three (3) years at no cost to SBBC. It should be noted that either party may terminate the Agreement upon a thirty (30) days written notice.

## EXECUTIVE SUMMARY

### License Agreement with The City of Plantation

The School Board of Broward County, Florida (SBBC) has utilized space at the Jim Ward Community Center (Center), located in the City of Plantation (CITY) to conduct English for Speakers of Other Languages (ESOL) classes for a number of years via a License Agreement (Agreement). These classes currently service many of the CITY's residents and over the years' student enrollment has grown.

Due to the COVID-19 crisis and the CITY's obligations to its residents to provide food distributions, the CITY was not able to review and sign the Agreement prior to the School Board's consideration. However, in an effort to get the Agreement signed by both parties before the June 10, 2020 expiration date, Broward County Public Schools staff is presenting the item for the School Board's consideration and approval, and once approved be presented to the CITY for approval.

In previous years, this Agreement has been for a one (1) year term; however, the CITY has requested that the current one (1) year term of the Agreement be extended to a three (3) year term to avoid CITY and SBBC staff processing annual renewals of the Agreement, which routinely serves to only extend the Agreement term for an additional year. Staff concurs with the CITY's suggestion, because a three (3) year term is not detrimental but is beneficial to SBBC as the lessee.

If approved by SBBC, this Agreement would be for three (3) years and allow SBBC to utilize one (1) classroom Monday through Friday between the hours of 8:00am and 3:00pm, and on Saturdays from 8:00am to 4:30pm at the Center. As part of the Agreement, SBBC will not be required to pay rental and/or operational cost for use of the Center. It should be noted that either party may terminate the Agreement upon a thirty (30) days written notice.

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of this 19<sup>th</sup> day of May, 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
(hereinafter referred to as "SBBC" or "Licensee"),  
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 PLANTATION, FLORIDA, A FLORIDA MUNICIPAL CORPORATION  
(hereinafter referred to as "Licensor"),  
whose principal place of business is  
400 Northwest Seventy-Third Avenue, Plantation, Florida 33317

WHEREAS, SBBC is desirous of utilizing space in property owned by the Licensor for the purpose of providing adult education classes; and

WHEREAS, Licensor is willing to license a portion of its property, at the Jim Ward Community Center, Plantation, Florida 33317, to SBBC for such purposes; and

WHEREAS, providing an adult education service at this location is desired by the Licensor.

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 -SPECIAL CONDITIONS

2.01 **License Term.** Unless terminated earlier pursuant to Section 3.05 of this License Agreement ("Agreement"), the term of this Agreement shall be for three (3) years commencing on the date it has been signed by both Parties and conclude on June 10, 2023 ("Term").

2.02 **Licensed Property.** The SBBC shall utilize one (1) classroom at the following described property: Jim Ward Community Center, 301 Northwest 46<sup>th</sup> Avenue, Plantation, Florida

33317, (hereinafter referred to as "Licensed Property"), for the purposes of providing adult education classes.

2.03 **Hours of Operation.** The Licensed Property may be used by SBBC Monday through Friday 8:00am to 3:00pm, Saturdays 8:00am to 4:30pm. The Licensed Property is closed on Sundays and all City of Plantation Holidays. The Licensed Property is unavailable during summer breaks for the term of this Agreement.

2.04 **Rental.** There shall be no rental cost.

2.05 **Transfer.** The SBBC shall not assign or sublet the Licensed Property delineated in this Agreement, or use said Licensed Property or any part thereof, for any purpose other than set out in the Agreement without consent of the Licensor.

2.06 **Condition of Licensed Property.** SBBC shall accept the Licensed Property as they are at the time of occupancy. Removal or change of location of any appliance or equipment, occasioned by the SBBC's use of said Licensed Property, shall be made by the SBBC and at the expense of SBBC, but no such removal or change shall be made without prior approval by the Licensor (which approval shall not unreasonably be withheld). Any appliance or equipment removed or relocated by SBBC shall be replaced as found.

2.07 **Heating and Air Conditioning.** The Licensor agrees to furnish to the SBBC heating and air conditioning for the Licensed Property during the term of the Agreement at the expense of the Licensor. Heating and air conditioning services shall be provided for the days and times as indicated in Section 2.03 above.

2.08 **Light Fixtures.** The Licensor agrees to maintain in the Licensed Property light fixtures installed for the use of the SBBC. The Licensor shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures for the purpose of furnishing light.

2.09 **Maintenance Repairs.**

2.09.1 The Licensor shall provide for interior maintenance and repairs in accordance with generally accepted good practices.

2.09.2 The Licensor shall maintain and keep in good repair the exterior of the demised premises during the term of this Agreement and shall be responsible for the replacement of all windows, doors and ancillary fixtures broken and damaged at the Licensed Property, except such breakage or damage caused to the exterior of the Licensed Property by the SBBC, its officers, agents of employees.

2.10 **Utilities.** The Licensor and SBBC agree that SBBC shall not pay any utilities cost regarding use of the Licensed Property.

2.11 **Insurance.** SBBC shall maintain in full force and effect during the term of the Agreement; public liability and property damage insurance with respect to injury, death or damage

occurring at the Licensed Property or arising out of SBBC use of the Licensed Property or otherwise arising out of any act or occurrence at the Licensed Property. Said insurance shall be in an amount of at least One Million Dollars (\$1,000,000) combined single limit per occurrence. At least one week prior to the first day of the term of the Agreement, SBBC shall furnish a certificate of insurance to the Licensor evidencing that such insurance is in effect.

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

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

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

To Lessee: Lynn Stoner, Mayor  
City of Plantation  
400 Northwest 73<sup>rd</sup> Avenue  
Plantation, Florida 33317

With a Copy to: Kerry L. Ezrol, City Attorney  
City of Plantation  
400 Northwest 73<sup>rd</sup> Avenue  
Plantation, Florida 33317

2.13 **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.13.1 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 for any damages resulting from said negligence.

2.13.2 By Licensor: Licensor agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, 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.

2.14 **Parking.** SBBC shall have access to parking located adjacent to the Licensed Property for use by SBBC students, faculty, and guest. SBBC shall have access to parking during the Hours of Operation as described in Section 2.03. It shall be the responsibility of the Licensor to keep and maintain the parking areas adjacent to the Licensed Property in good condition.

### **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 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.

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 canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate 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) 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.

**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: 754-321-2300, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SE 3<sup>rd</sup> Avenue, 11<sup>th</sup> Floor Ft. Lauderdale, FL 33301.**

3.07 **Public Records.** Each party will maintain public records consistent with and pursuant to applicable Florida Public Records laws.

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

3.09 **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.

3.10 **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 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.

3.11 **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.

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

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There



shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Incorporation by Reference.** If Exhibits are attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **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.

3.20 **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.

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

3.22 **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.

3.23 **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.


3.24 **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.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date the Agreement has been fully executed by both Parties.

**FOR SBBC**

(CORPORATE SEAL)

ATTEST:

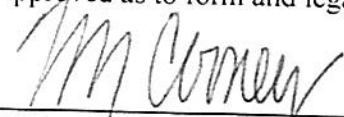
  
Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By:   
Donna P. Korn, Chair

Date: 05/19/20

Approved as to form and legal content:

  
Office of the General Counsel

**FOR LICENSOR**

ATTEST:

CITY OF PLANTATION, FLORIDA, a  
municipal corporation of the State of Florida

Susan K. Slattery  
CITY Clerk

Byron Brown, Mayor  
Mayor

Date: 8/5/2020

Approved as to form and legality

[Signature]  
City Attorney

Approved by:

[Signature]  
Director of Parks and Recreation