

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**OFFICE OF THE SUPERINTENDENT**  
**ROBERT W. RUNCIE**  
**SUPERINTENDENT OF SCHOOLS**

July 16, 2020

TO: School Board Members

FROM: Leslie M. Brown  
Chief Portfolio Services Officer

VIA: Robert W. Runcie  
Superintendent of Schools



**SUBJECT: REVISION TO AGENDA ITEM NO. LL-6, ASSIGNMENT AND ASSUMPTION OF AGREEMENT, FOR THE JULY 21, 2020 REGULAR SCHOOL BOARD MEETING**

Attached is a revision for Agenda Item No. LL-6, Assignment and Assumption of Agreement, for the July 21, 2020 Regular School Board Meeting.

Please replace the previous agreement with the attached document.

RWR/LMB/COA:ts  
Attachment

## ASSIGNMENT AND ASSUMPTION OF AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT** ("Assignment") is made and entered into as of July 21, 2020, by and between DANIEL CASEY, and ALFREDO AGNONE.

### WITNESSETH:

**WHEREAS**, DANIEL CASEY (hereinafter "CASEY" or "Assignor"), is a law enforcement officer participating in the SBBC's Resident On Campus Security Program (hereinafter referred to as the ROCS Program) and is a party to a Lease Agreement with The School Board of Broward County, Florida ("SBBC"), dated February 4, 2020, a copy of which is attached hereto as **Exhibit "A"**; and

**WHEREAS**, in exchange for his services as a ROCS Program officer, the Lease Agreement authorizes CASEY to place and occupy his residential mobile home on SBBC owned property located at [REDACTED], also known as [REDACTED]; and

**WHEREAS**, the Lease Agreement has a term of three (3) years expiring on February 21, 2023, and may, at the sole discretion of the SBBC, be renewed for a single, additional three (3) year term); and

**WHEREAS**, ALFREDO AGNONE (hereinafter "AGNONE" or as "Assignee") is also a law enforcement officer and has been properly vetted by and approved by the Chief, Special Investigative Unit (SIU) to be a participant in the ROCS Program; and

**WHEREAS**, CASEY desires to vacate the Leased Premises, transfer ownership and title to the residential mobile home to AGNONE, and pursuant to the terms of the Lease Agreement and except as provided herein, has agreed to transfer all of his rights, liabilities and obligations under the Lease Agreement to AGNONE; and AGNONE has agreed to accept same; and

**WHEREAS**, pursuant to the terms of the Lease Agreement, any interest therein may be only be assigned, transferred, or encumbered by any party with the prior written consent of the SBBC, and SBBC hereby consents to such assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and the exhibits attached hereto, are true and correct and are incorporated herein by this reference.
2. Assignment. Effective July 21, 2020, CASEY, as Assignor, hereby grants, assigns, transfers, conveys and delivers unto AGNONE, as Assignee, ownership and title to the residential mobile home, all of Assignor's duties, obligations, right, title and interest to and under the Lease Agreement.

3. Assumption. Assignee hereby accepts said assignment and assumes and agrees to fulfill and perform all of Assignor's obligations under and by virtue of the Lease Agreement, and Assignee does hereby agree to defend, indemnify and hold harmless the SBBC from any liability, damages, causes of actions, expenses and attorneys' fees incurred by SBBC by reason of the failure of Assignee to fulfill, perform and discharge all of the obligations of Assignor under and by virtue of the Lease Agreement.

4. Representations and Warranties. Assignor represents and warrants to Assignee that, to the best of its knowledge, (a) neither Assignor nor SBBC has breached or is currently in breach of any term or provision of the Lease Agreement; and (b) the Lease Agreement as attached hereto is true and correct, and there are no other amendments not included therewith. Assignee represents and warrants to SBBC, that Assignee is fully authorized to enter into this Assignment and Assumption of Agreement.

5. Further Assurances. Assignor covenants and agrees with Assignee to execute and deliver, or cause to be signed, executed and delivered, and to do or make or cause to be done or made, upon reasonable request by Assignee, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise for the purpose of or in connection with assigning or acquiring, or more effectively vesting in Assignee or evidencing the vesting in Assignee, of the Lease Agreement.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

7. Survival. If any provision of this Agreement, or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

8. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.

9. Proof of Ownership. As a condition precedent to this Agreement becoming effective, within ten (10) calendar days of approval of this Agreement by SBBC, Assignee shall Provide SBBC with the original or certified copy of the title of ownership of the residential mobile home transferred from Assignor to Assignee.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, Assignor and Assignee have each caused this instrument to be executed as of the date first set forth above.

**FOR ASSIGNOR:**

By *Donald P. Casey*  
Daniel Casey

STATE OF FLORIDA )  
  )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 25 day of JUNE, 2020, by **Daniel Casey**, individually.

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

My commission expires:



(SEAL)

Anca Bojin  
Comm. #GG954049  
Expires: Feb. 2, 2024  
Bonded Thru Aaron Notary

*Anca Bojin*  
Signature, Notary Public

Anca Bojin  
Printed Name of Notary

#GG954049      Exp. FEB. 2, 2024  
Notary's Commission No.

(Remainder of Page Intentionally Left Blank)

**FOR ASSIGNEE:**

By A Agnone  
Alfredo Agnone

STATE OF FLORIDA,  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 25 day of JUNE, 2020, by **Alfredo Agnone**, individually.

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

My commission expires:

Cusandra Robinson

Signature, Notary Public

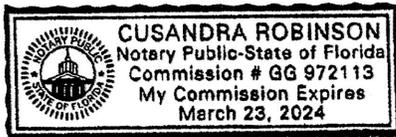
CUSANDRA ROBINSON

Printed Name of Notary

GG 972113

Notary's Commission No.

(SEAL)



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**CONSENT BY SBBC**

By its execution below, The School Board of Broward County, Florida hereby acknowledges that the form of this Assignment and Assumption is satisfactory and that its consent to this assignment, is hereafter final.

(Corporate Seal)

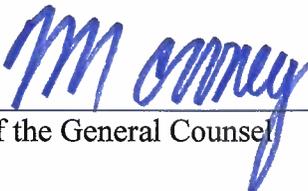
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

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

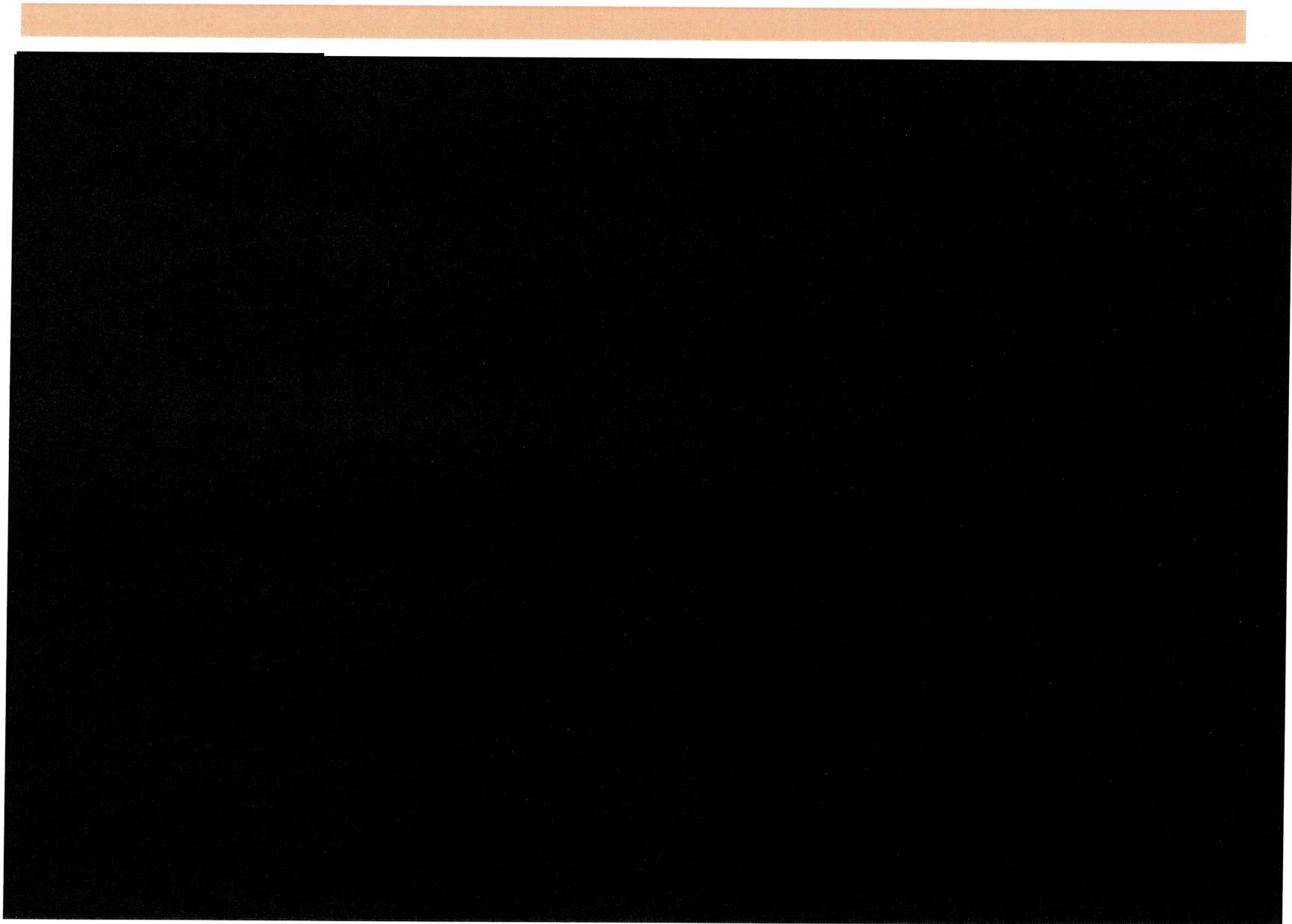
Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

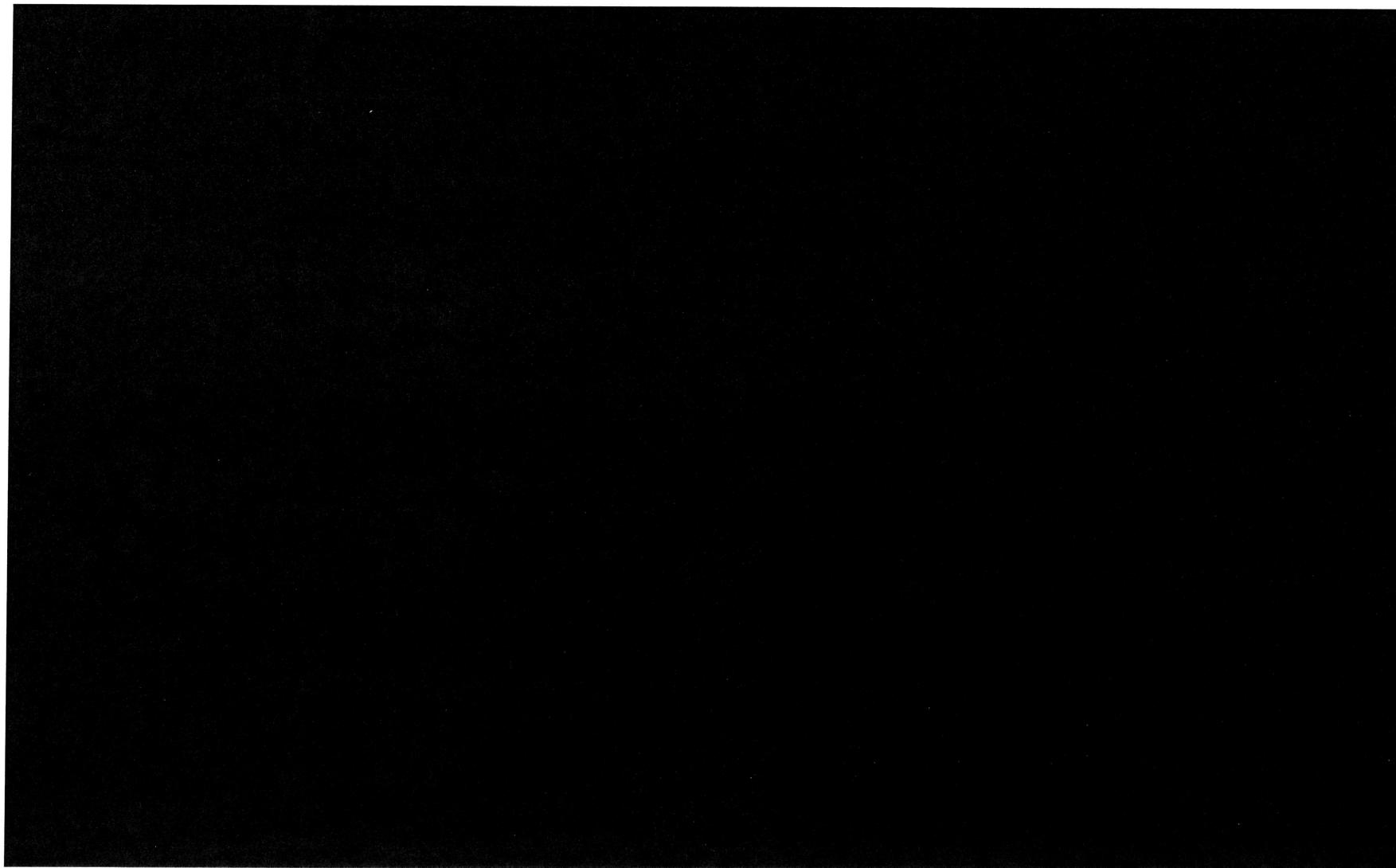
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**Exhibit A**  
**Lease Agreement**

See attached.



SITE PLAN



PARTIAL SITE PLAN AND PHOTOS

**EXHIBIT B**

*Authorized Occupants\**

| NAME                     | RELATIONSHIP  | DATE OF BIRTH |
|--------------------------|---------------|---------------|
| <b>ALFREDO F. AGNONE</b> | <b>LESSEE</b> |               |
|                          |               |               |

\* 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.

**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.