



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2020-04-21 10:00 - Regular School Board Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	LL. OFFICE OF PORTFOLIO SERVICES
<b>DEPARTMENT</b>	Facility Planning and Real Estate

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

**ITEM No.:**  
LL-6.

**TITLE:**  
Second Amendment to Lease Agreement with Hispanic Unity of Florida, Inc.

**REQUESTED ACTION:**  
Approve the Second Amendment to Lease Agreement Between The School Board of Broward County, Florida and Hispanic Unity of Florida, Inc for Community School South.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The purpose of this Second Amendment to Lease Agreement (Amendment) is to enable The School Board of Broward County, Florida (SBBC) to continue leasing a 2,417 square foot building located at 5811 Johnson Street, Hollywood, FL 33021 for use by The Community School South to conduct English For Speakers of Other Languages (ESOL) program.  
See Supporting Docs for continuation of Summary Explanation and Background.  
This Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel, and executed by the Hispanic Unity of Florida, Inc.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction  
 Goal 2: Safe & Supportive Environment  
 Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
The estimated financial impact to the District is \$83,758.86 annually, to include \$51,690.36 for annual rental fee; \$19,918.50 for part-time annual custodial support; \$1,514.00 for annual custodial supplies; \$2,236.00 for annual instructional materials and supplies; and an estimated \$5,200.00 for annual electrical costs and \$3,200.00 for annual telephone and internet costs.

**EXHIBITS: (List)**  
(1) Continuation of Summary Explanation and Background (2) Continuation of Financial Impact (3) Executive Summary (4) Second Amendment to Lease Agreement (5) First Amendment to Lease Agreement (6) Hispanic Unity Lease Agreement (7) Hispanic Unity Analysis Matrix Exhibit

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Brian C. Faso	Phone: 754-321-7604
Name: Chris O, Akagbosu	Phone: 754-321-2162

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Signature  
Leslie M. Brown  
4/9/2020, 3:42:03 PM

Approved In Open Board Meeting On: **APR 21 2020**  
By: *Donna Kan*  
School Board Chair

## **CONTINUATION OF SUMMARY EXPLANATION AND BACKGROUND**

It should be noted, this Amendment is the second of two Amendments permitted under the current Lease Agreement approved by SBBC at its April 24, 2018 Regular School Board Meeting. The First Amendment was approved by the SBBC on April 9, 2019.

If approved, this Amendment will extend SBBC use of the above listed facilities for one (1) year and increase SBBC rental payment by three percent (3%), as required in Section 2.05(B) of the Lease Agreement. Additionally, the Lease Agreement stipulates that either party may terminate the lease upon a 90-day written notice to the other party.

## **Continuation of Financial Impact**

The source of funds is the Community School South's budget.

## EXECUTIVE SUMMARY

Second Amendment to Lease Agreement with Hispanic Unity of Florida, Inc.

### **Additional Background Information:**

The School Board of Broward County, Florida, has partnered with Hispanic Unity of Florida, Inc., (Hispanic Unity) for 24 years. Hispanic Unity is a non-profit organization that offers and provides over 30 services to the community in four languages – Creole, Spanish, French and English at 50+ sites in South Florida. Core programs and services include:

- **Language, Education and Leadership Development:** Onsite 5-star accredited preschool, adult English classes (through a partnership with BCPS), Family Strengthening, and year-round Unity 4Teens youth development programs
- **Economic Empowerment & Entrepreneurship:** Integrated financial stability framework that promotes economic self-sufficiency through income supports (tax credits, SNAP, affordable healthcare) vocational training, employment advancement and job readiness coaching, financial education and coaching, and support for entrepreneurship
- **Civic Engagement & Legal:** community service-learning activities, immigration services with emphasis on citizenship and naturalization preparation assistance, voter registration and basic legal assistance

The agency also provides services in the areas of Health & Well Being, Disaster Case Management, Equal Treatment & Opportunity, and Advocacy.

In 2007-2008, Hispanic Unity purchased the building in which the District currently leases 2,417 square feet. Hispanic Unity indicated it spent over \$500,000 to renovate the building years ago. Included in this cost was \$33,158 it obtained as Community Development Block Grant funds from the City of Hollywood to help defray the cost of making the restrooms utilized by the School District compliant with the Americans with Disabilities Act (ADA). The District contributed an additional \$19,000 towards this endeavor.

The District through Community School South (CSS) offers day and evening English for Speakers of Other Languages (ESOL) classes and assists in the recruitment of students to take advantage of the services provided by Hispanic Unity. The District's day classes are Monday through Friday and evening classes are offered Monday through Thursday for two semesters and a summer term. The day program runs from 8 a.m. to 2 p.m. The evening program runs from 5 p.m. to 9:15 p.m. The District receives FTE funding for up to 245 students per day. CSS also provide family literacy services through SBBC's, Family Literacy Program to all enrolled ESOL students and their families. The District currently services over 200 families.

The monthly rental cost is \$4,307.53. The yearly rental cost is \$51,690.36. It should be noted, the monthly and annual cost increased three percent (3%) from last year. This increase amounts to an additional \$125.46 monthly and \$1,505.52 yearly. For the 2017-2018 fiscal year, CSS paid \$19,918.50 annually for part-time custodial support, \$1,514.00 annually for custodial supplies, and \$2,236.00 annually for instructional materials and supplies. It is estimated that \$5,200.00 is spent annually for electrical costs and \$3,200.00 for annual telephone and internet costs. Due to the current circumstances with COVID-19, and not having access to the 2018-2019 annual costs, the 2017-2018 annual costs were used from last year's First Amendment renewal.

Total student enrollment was 857 students (unduplicated) for the 2017-2018 year, up 138 students from the previous year. The partnership with Hispanic Unity is imperative due to the fact that the students are comfortable utilizing the services, enrolling in local/neighborhood classes, and are familiar with the program services available in their neighborhood.

As earlier stated, Hispanic Unity is a full-service center whereby Broward County Public Schools through CSS provides the educational component to adults and their children through ESOL and Family Literacy services. The partnership with Hispanic Unity coupled with CSS's ESOL and Family Literacy Services makes it a strong and efficient full-service center. Feedback received by the Program staff indicates to remove the educational component from the Hispanic Unity site would impact the center's functionality as a one-stop facility.

If approved by SBBC, this Amendment would be for one (1) year and allow SBBC the rights to operate under the same conditions as the original Lease Agreement. Per the Agreement, every June 1<sup>st</sup>, the monthly rental fee would increase by three percent (3%) for the term of this Agreement and upon a ninety (90) day written notice either party may terminate this Agreement with or without cause.

**SECOND AMENDMENT TO  
LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT made and entered into this 21<sup>st</sup> day of April 2020, by and between:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a political subdivision of the State of Florida  
having its principal place of business at  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**HISPANIC UNITY OF FLORIDA, INC.**  
(hereinafter referred to as "LESSOR")  
whose principal place of business is  
5840 Johnson Street, Hollywood, Florida 33021

**WHEREAS**, SBBC and LESSOR entered into a Lease Agreement ("Agreement") on April 24, 2018; and

**WHEREAS**, SBBC currently leases approximately 2,417 square feet of space at the LESSOR property located at 5811 Johnson Street, Hollywood, Florida 33021 to operate one of SBBC's adult educational program known as Community School South (CSS); and

**WHEREAS**, Section 2.01 and 2.03 of the Agreement grants SBBC the option to renew the term of the Agreement for two (2) additional one (1) year periods; and

**WHEREAS**, on April 4, 2019, via a First Amendment, the SBBC elected to renew the term of the Agreement for one (1) additional year; and

**WHEREAS**, via this Second Amendment, the SBBC elects to exercise its second and final one (1) additional year renewal.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants hereinafter contained, 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

The Following Provisions are hereby Amended in the Agreement between SBBC and LESSOR dated April 24, 2018:

2.01 **Lease Term.** Unless terminated earlier pursuant to Section 3.05 of the Agreement, the term of this Amendment shall be for one (1) year, commencing on June 1, 2020 and ending on May 31, 2021. This Amendment shall serve as the first of two renewals permitted under the Agreement.

2.19 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) The First Amendment to Lease Agreement; and
- b) The Lease Agreement

2.20 **Other Provisions Shall Remain in Force.** Except as expressly provided herein, all other provisions of the Agreement dated April 24, 2018 shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have each executed this Agreement for reciprocal use of facilities on the dates indicated below.

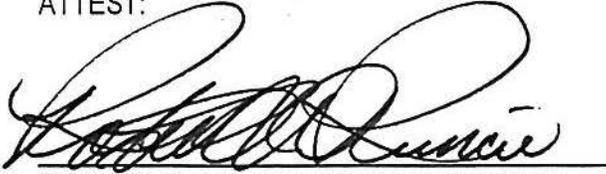
FOR SBBC

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

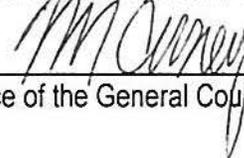
ATTEST:

By:   
Donna P. Korn, Chair

  
Robert W. Runcie, Superintendent of Schools

Date: \_\_\_\_\_

Approved as to form and legal content:

  
Office of the General Counsel

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**FOR LESSOR**

ATTEST:

Hispanic Unity of Florida, Inc

\_\_\_\_\_  
Virginia Cielo-Basurto, COO/CFO

By: \_\_\_\_\_  
Josie Bacallao, President/CEO

Date: 4/1/20

-or-

[Signature]  
Witness

[Signature]  
Witness

STATE OF FLORIDA

COUNTY OF BROWARD

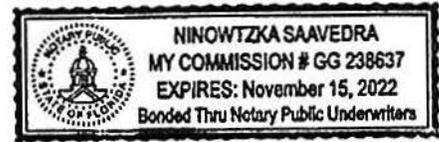
The foregoing instrument was acknowledged before me this 1 day of April, 2020 by Josie Bacallao on behalf of the Hispanic Unity of Florida, Inc., who is personally known to me or produced personally known to me as identification and did / did not first take an oath, and Virginia Cielo-Basurto on behalf of the Hispanic Unity of Florida, Inc., is personally known to me or produced personally known to me as identification and did/did not first take an oath.

My commission expires:

(SEAL) [Signature]  
Signature – Notary Public

Ninowtzka Saavedra  
Printed Name of Notary

GG 238637  
Notary's Commission No.



**FIRST AMENDMENT TO  
LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT made and entered into this 9<sup>th</sup> day of April 2019, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
(hereinafter referred to as "SBBC"),  
a political subdivision of the State of Florida  
having its principal place of business at  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

HISPANIC UNITY OF FLORIDA, INC.  
(hereinafter referred to as "LESSOR")  
whose principal place of business is  
5840 Johnson Street, Hollywood, Florida 33021

WHEREAS, SBBC and LESSOR entered into a Lease Agreement ("Agreement") on April 24, 2018;  
and

WHEREAS, SBBC currently leases approximately 2,417 square feet of space at the LESSOR property located at 5811 Johnson Street, Hollywood, Florida 33021 to operate one of SBBC's adult educational program known as Community School South (CSS); and

WHEREAS, Section 2.01 and 2.03 of the current Agreement grants SBBC the option to renew this Agreement for two (2) additional one (1) year period subject to successfully fulfilling SBBC's obligations under the current Agreement; and

WHEREAS, Via this First Amendment to Lease Agreement ("Amendment") SBBC elects to exercise its option under the current Agreement to renew for one (1) additional year; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, 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**

The Following Provisions are hereby Amended in the Agreement between SBBC and LESSOR dated April 24, 2018:

2.01 Lease Term. Unless terminated earlier pursuant to Section 3.05 of the Agreement, the term of this Amendment shall be for one (1) year, commencing on June 1, 2019 and ending on May 31, 2020. This Amendment shall serve as the first of two potential renewals permitted under the Agreement.

2.19 Order of Precedence Among Agreement Documents. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Lease Agreement; and
- b) The Lease Agreement

2.20 Other Provisions Shall Remain in Force. Except as expressly provided herein, all other provisions of the Agreement dated April 24, 2018 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have each executed this Agreement for reciprocal use of facilities on the dates indicated below.

FOR SBBC

(CORPORATE SEAL)

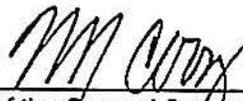
ATTEST:

  
Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By:   
Heather P. Brinkworth, Chair

Approved as to form and legal content:

  
Office of the General Counsel

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FOR LESSOR

ATTEST:

Hispanic Unity of Florida, Inc

\_\_\_\_\_  
Virginia Cielo-Basuto, COO/CFO

By: [Signature]  
\_\_\_\_\_  
Josie Bacallao, President/CEO

Date: 3/11/19

[Signature]  
\_\_\_\_\_  
Witness

[Signature]  
\_\_\_\_\_  
Witness

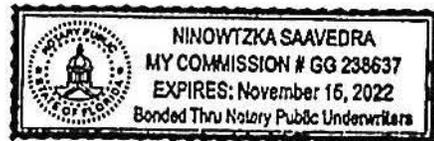
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of March, 2018 by Josie Bacallao on behalf of the Hispanic Unity of Florida, Inc., who is personally known to me or produced \_\_\_\_\_ as identification and did / did not first take an oath, and Virginia Cielo-Basuto on behalf of the Hispanic Unity of Florida, Inc., is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath.

My commission expires:

(SEAL) [Signature]  
\_\_\_\_\_  
Signature – Notary Public



Ninowitzka Saavedra  
\_\_\_\_\_  
Printed Name of Notary

GG 238637  
\_\_\_\_\_  
Notary's Commission No.

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this 24<sup>th</sup> day of April, 2018, 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

**HISPANIC UNITY OF FLORIDA, INC.**  
(hereinafter referred to as "Lessor"),  
whose principal place of business is  
5840 Johnson Street, Hollywood, Florida 33021

**WHEREAS**, SBBC currently leases approximately 2,417 square feet of space for Community School South from the Lessor located at 5811 Johnson Street, Hollywood, Florida 33021 (the "Leased Premises") under that certain Lease Agreement dated June 1, 2017 by and between SBBC and Lessor with a term ending on May 31, 2018; and

**WHEREAS**, SBBC desires to extend the term of the lease for one (1) year for the lease of the Premises through May 31, 2019, and to allow for two (2) additional one (1) year renewal periods; 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 - SPECIAL CONDITIONS

2.01 **Lease Term.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Lease Agreement shall be for a period of one (1) year from the date of award, and may at the sole discretion of SBBC, be renewable for two (2) additional one (1) year periods (the "Renewal Term(s)").

2.02 **Leased Premises.** The SBBC shall lease the following described property: 2,417 rentable square feet in the Lessor's Building located at 5811 Johnson Street, Hollywood, Florida, herein referred to as "Leased Premises" as more particularly described in **Exhibit A**, attached hereto, and incorporated herein for the Renewal Term(s) at the rental terms and upon the other provisions set forth herein.

2.03 **Renewal Option.** The Lessor and SBBC (together, the "Parties") agree that SBBC shall have a renewal option subject to the following conditions: (i) SBBC shall not be in default of its obligations under the Lease or any other agreement with the Lessor at the time SBBC exercises such option to renew nor at the commencement of the pertinent renewal period, and (ii) SBBC shall provide Lessor with written notice exercising SBBC's right to renew (such notice is to be delivered not less than ninety (90) days before termination of the Renewal Term). SBBC's renewal shall be on the same terms and conditions as set forth in this Lease, provided that the annual rent during the Renewal Term shall be adjusted at the beginning of the renewal term in the manner set forth in Section 2.05(B).

2.04 **Hours of Operation.** The Leased Premises may be used twenty-four (24) hours a day for seven (7) days per week and for any lawful purpose.

2.05 **Rental.**

- A. The fixed rent, including Common Area Maintenance (CAM) and certain utilities, as defined in Section 2.13, shall be \$4,060.26 per month payable on the first day of each month. The fixed rent shall be adjusted as set forth in Section 2.05(B).
- B. If SBBC elects to extend the lease the fixed rent shall be adjusted June 1<sup>st</sup> during the extended term of the lease ("Rental Adjustment Date"). The fixed rent payable in the year commencing on such Rental Adjustment Date shall be an amount equal to the product of (a) the fixed rent payable in the prior year, multiplied by (b) three percent (3%) and added to prior year's fixed payment.

2.06 **ADA.** The Lessor hereby represents Lessor is not aware of any violation in the Leased Premises of the Federal Americans with Disabilities Act (ADA), Florida Accessibility Code for Building Construction implemented under the Florida Americans with Disabilities Implementation Act, except as modified by State Requirements for Educational Facilities, for the use or occupancy intended by the SBBC.

2.07 **Asbestos.** The Lessor hereby represents that the Leased Premises 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 the current Florida State Requirements for Educational Facilities (SREF), whichever is more stringent.

2.08 **Transfer.** The SBBC shall not assign or sublet the Leased Premises in this lease, or use said Leased Premises or any part thereof, for any purpose other than set out in the Lease Agreement without consent of the Lessor.

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

2.10 **Heating and Air Conditioning.** The Lessor agrees to furnish to the SBBC heating and air conditioning for the Leased Premises during the term of the Lease Agreement at the expense of the Lessor. Heating and air conditioning services shall be provided for the days and times as indicated in paragraph 2.04 above.

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

2.12 **Maintenance Repairs.**

2.12.1 The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, subject to the exclusions set forth in paragraphs 2.12.4 and 2.12.5.

2.12.2 The Lessor shall maintain and keep in good repair the exterior of the Leased Premises during the term of this Lease Agreement and shall be responsible for the replacement of all windows, doors and ancillary fixtures broken and damaged at the Leased Premises, except if such breakage or damage caused to the exterior of the Leased Premises by the SBBC, its officers, agents, employees, invitees or guests.

2.12.3 The Lessor shall keep the exterior in good order and repair, neat and clean, and generally in a safe and sanitary condition.

2.12.4 SBBC shall keep the interior neat and clean and in a generally safe and sanitary condition.

2.12.5 SBBC shall, at its sole cost and expense, undertake and provide for the cleaning of the Leased Premises. Lessor shall, at its sole cost and expense, undertake and provide for the cleaning of all other areas of the property other than the Leased Premises.

2.12.6 The Lessor shall maintain and keep in good repair all sidewalks and paved parking areas on the premises, except that SBBC shall repair damage to such areas caused by SBBC, its officers, agents, employees, invitees, and guests.

2.12.7 SBBC shall promptly give Lessor written notice of any Lessor responsible repairs pursuant to this Section, after which Lessor shall have a reasonable opportunity to repair. If Lessor refuses or neglects to commence necessary repairs, replacements, restorations, or maintenance within ten (10) days after receipt of written demand by SBBC, or does not adequately complete the same within a reasonable time thereafter, SBBC may, but shall not be obligated to, undertake such necessary repairs, replacements, restorations, or maintenance without incurring liability to Lessor for any loss or damage that may accrue to Lessor as a result of SBBC doing so. If SBBC undertakes such repairs, replacements, restorations, or maintenance, SBBC shall be allowed to deduct the reasonable costs incurred by SBBC in doing so from SBBC's remaining or future payments of Rent.

2.13 **Utilities.** The Lessor will promptly pay for all gas, water, power and electric light rates or charges which may become payable during the term of this Lease Agreement for the gas, water and electricity used by the SBBC on the Leased Premises, except as provided below. SBBC will promptly pay for electricity consumed by SBBC within the Leased Premises and telephone services for the Leased Premises. The parties acknowledge that the Leased Premises shall for electrical purposes be separately metered. In no event will the Lessor be liable for any interruption or failure in the supply of any of the Utilities, regardless of cause.

2.14 **Insurance.** SBBC shall maintain in full force and effect during the term of this Lease Agreement public liability and property damage insurance with respect to injury, death or damage occurring at the Leased Premises or arising out of Lease 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 Lessor, and their partners, beneficiaries, trustees, officers, directors, agents and employees and such other parties as Lessor may designate as additional insured. At least one week prior to the first day of this Lease Agreement, SBBC shall furnish a certificate of insurance evidencing that such insurance is in effect and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days' notice.

2.15 **Inspection of Lessor'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 Lease Agreement that are in dispute upon providing reasonable written notice (up to two (2) weeks) to Lessor. The inspection of records to take place at the Lessor's place of business within two (2) weeks of SBBC's request.

2.16 **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 – 8<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

With a Copy to: Principal, Community School South  
The School Board of Broward County, Florida  
1300 SW 32nd Court  
Fort Lauderdale, Florida 33315

To Lessor: President/CEO  
Hispanic Unity of Florida, Inc.  
5840 Johnson Street  
Hollywood, Florida 33021

With a Copy to: Chief Financial Officer  
Hispanic Unity of Florida, Inc.  
5840 Johnson Street  
Hollywood, Florida 33021

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

2.17.1 To the extent permitted by law, Lessor and SBBC each agree to indemnify, defend and hold the other, including their officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind of nature whatsoever arising out of or because of the use and occupancy of any facilities licensed hereunder, providing that if such claim, damage, loss, liability or cause of action is due to the joint or concurrent negligence of the indemnitor and the indemnitee, their respective responsibilities hereunder shall be in the same proportion that the negligent acts or omissions of each contributes thereto. This indemnification shall not be limited to the amount of comprehensive general liability insurance that each party is required to provide under this Lease Agreement.

Each party reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement.

Compliance with the foregoing shall not relieve the indemnitor of any liability or other obligation under this Agreement.

Nothing contained herein is intended nor shall be construed to waive either party's right, immunities, and limits under the common law or Section 768.28, Florida Statutes.

2.18 **Parking.** SBBC shall have access and use to three (3) reserved parking spaces located directly in front of the property for use by teachers and staff. SBBC shall also have access and use three (3) parking areas, to include parking spaces located adjacent to the Leased Premises and two parking areas located across the street from the Leased Premises for use by teachers, staff, students and SBBC guest. The parking spaces herein described are depicted in **Exhibit B**. SBBC shall have access to the parking spaces during the Hours of Operation outlined in Paragraph 2.04. Lessor shall keep and maintain the parking area adjacent to and across the street from the Leased Premises in good condition to allow for parking.

### **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 Lease Agreement and shall be fully binding until such time as any proceeding brought on account of this Lease 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 Lease Agreement. None of the parties intend to directly or substantially benefit a third party by this Lease Agreement. The parties agree that there are no third party beneficiaries to this Lease Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Lease 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 Lease 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 Lease Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the Lessor or the Lessor's officers, employees, agents, subcontractors or assignees.

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 Lease Agreement may be canceled with or without cause by either party during the term of this Lease Agreement hereof upon ninety (90) days written notice to the other parties of its desire to terminate this Lease Agreement. Lessor shall have no liability for any property left on the Leased Premises after the termination of this Lease Agreement. SBBC agrees that any of its property placed upon the Leased Premises pursuant to this Lease Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement.

3.06 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Lease 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 Lease 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.

3.07 **Annual Appropriation**. The performance and obligations of SBBC under this Lease Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Lease Agreement, this Lease Agreement may be terminated by SBBC at the end of the annual period for which funds have been allocated. SBBC shall provide the Lessor with ninety (90) days' notice before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds**. Any party receiving funds paid by SBBC under this Lease 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.

3.09 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Contractor shall keep and maintain public records required by SBBC to perform the services required under this Lease Agreement. Upon request from SBBC's custodian of public records, Contractor 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. Contractor 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 Lease Agreement's term and following completion of the Lease Agreement if Contractor does not transfer the public records to SBBC. Upon completion of the Lease Agreement, Contractor shall transfer, at no cost, to SBBC all public records in

possession of Contractor or keep and maintain public records required by SBBC to perform the services required under the Lease Agreement. If Contractor transfer all public records to SBBC upon completion of the Lease Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Lease Agreement, Contractor 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 LEASE AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SE 3<sup>rd</sup> Avenue, 11<sup>th</sup> Floor Ft. Lauderdale, FL 33301.**

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Lease Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **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.

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

3.13 **Governing Law and Venue.** This Lease 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 Lease 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.

3.14 **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 Lease 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.

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

3.16 **Assignment.** Neither this Lease 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 Lease Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibit A and B attached hereto and referenced herein shall be deemed to be incorporated into this Lease Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Lease 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 Lease Agreement, nor in any way affect this Lease Agreement and shall not be construed to create a conflict with the provisions of this Lease Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Lease 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 Lease 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.

3.20 **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 Lease 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.

3.21 **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 Lease 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 Lease Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Lease Agreement shall not be deemed a waiver of such provision or modification of this Lease 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 Lease 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.

3.24 **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 Lease Agreement.

3.25 **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 Lease Agreement.

3.26 **Counterparts and Multiple Originals.** This Lease 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.

3.27 **Authority.** Each person signing this Lease Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Lease 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 Lease Agreement.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Lease Agreement on the date first above written.

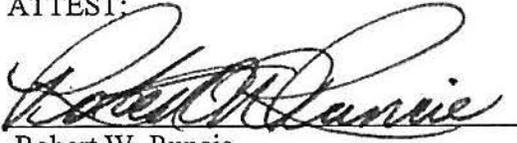
FOR SBBC

(Corporate Seal)

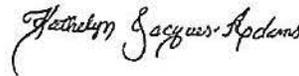
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By:   
Nora Rupert, Chair

ATTEST:

  
Robert W. Runcie  
Superintendent of Schools

Approved as to form and legal content:



Digitally signed by Kathelyn Jacques-  
Adams, Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: Hispanic Unity of Florida, Inc.  
Date: 2018.04.16 09:32:57 -04'00'

Office of the General Counsel

**FOR LESSOR**

(Corporate Seal)

HISPANIC UNITY OF FLORIDA, INC.

ATTEST:

Virginia Cielo-Basurto  
Virginia Cielo-Basurto, COO/CFO

By: [Signature]  
Josie Bacallao, President/CEO

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 17 day of April, 2018 by Josie Bacallao of Hispanic Unity of Florida, Inc. on behalf of the corporation/agency.  
(Insert Name of Person)  
(Insert Name of Corporation or Agency)

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

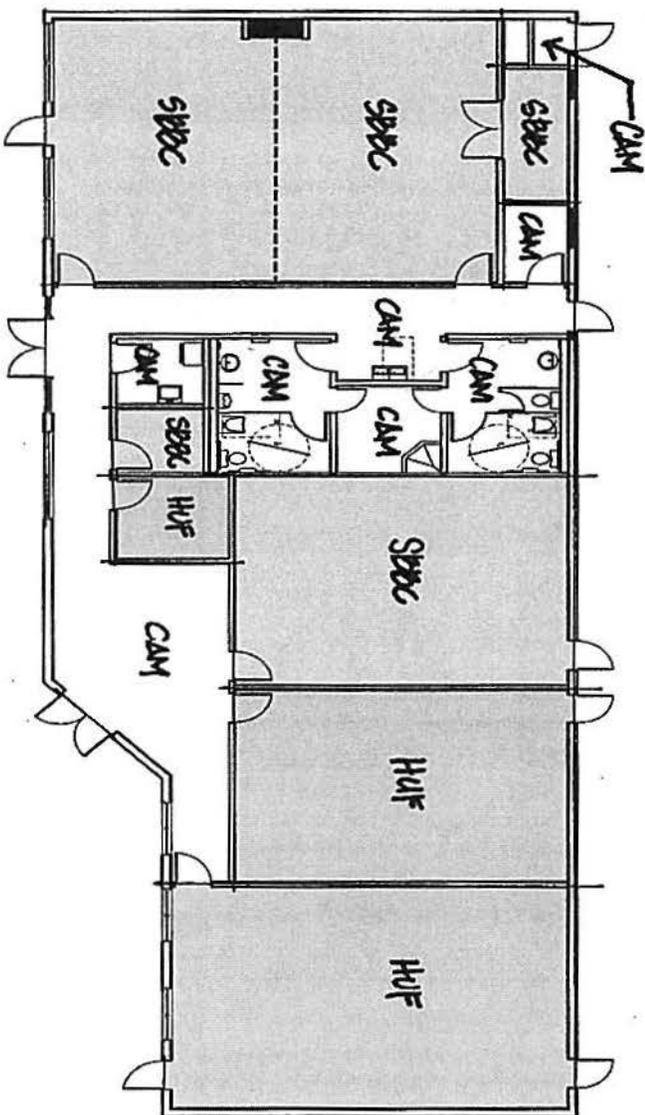
My Commission Expires: 11/15/18



[Signature]  
Signature - Notary Public

Ninowtzka Saavedra  
Printed Name of Notary

FF 145174  
Notary's Commission No.



HUF -	1525.71	S.F.
SBBC -	1988.39	S.F.
CAM -	1350.08	S.F.
<b>TOTAL -</b>	<b>4764.18</b>	<b>S.F.</b>

ALL AREAS TAKEN FROM  
 CENTERLINE OF INTERIOR WALLS  
 & EXTERIOR FACE OF EXTERIOR  
 WALLS. BOMA STANDARDS

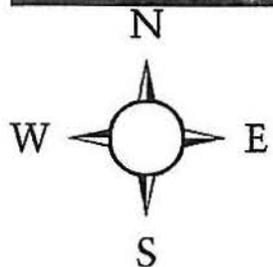
5811 JOHNSON STREET, HOLLYWOOD - HISPANIC UNITY OF FLORIDA, INC.  
AERIAL VIEW



Three (3) SBBC Reserved Parking Spaces

SBBC Additional Parking Area

SBBC exclusive parking spaces/area for Teachers, Staff, Students, and Visitors.



## COST ANALYSIS MATRIX (2020-2021)

### FIRST AMENDMENT TO LEASE AGREEMENT WITH HISPANIC UNITY, INC.

Site Location	Building Type/Class	Year Built	Total Rentable Square Foot	Annual Cost Per Square Foot	Annual Base Rent	Annual Operating Expenses	Total Annual Lease Cost	Staff Recommendations/Comments				
								Logistics		Key Notes		
								Parking Availability	ADA Compliance Y/N	Rental Term	Comments	
<b>SUBJECT LEASED SITE</b>												
5811 Johnson Street, Hollywood, FL 33021	Office Space	1974	2,417	\$21.39	\$51,690.36	\$8,400.00	\$60,090.36	Yes	Y	One Year	Annual Operating Expenses include electrical, telephone, and internet cost as defined in sec. 2.13 of the Lease Agreement.	
<b>COMPARABLE LEASE SITES</b>												
1	2514 Hollywood Blvd. Hollywood, FL 33020	Office Space	1965	2,400	\$23.00	\$55,200.00	\$0.00	\$55,200.00	Yes	Y	Negotiable	Modified Gross Lease (MG) type. Annual Cost per square foot does not include the tenants proportionate share of expenses such as property taxes, utilities, insurance and maintenance.
2	1917 Harrison Street Hollywood, FL 33020	Office Space	1957	2,500	\$22.00	\$55,000.00	\$0.00	\$55,000.00	No	Y	Two Year	TRIPLE NET RENT (NNN)+ Sales Tax (if applicable). lessee promises to pay all the expenses of the property including real estate taxes, building insurance, and maintenance.
3	1025-1055 S Federal Hwy Hollywood, FL 33020	Office Space	1973	2,500	\$24.00	\$60,000.00	\$0.00	\$60,000.00	Yes	Y	Five Year	Modified Gross Lease (MG) type. Annual Cost per square foot does not include the tenants proportionate share of expenses such as property taxes, utilities, insurance and maintenance.
				<b>AVG</b>	<b>\$23.00</b>							

**NOTE:**

- 1 Average (AVG) based on lease comparables No. 1-3.
- 2 The subject leased site Annual Cost Per Square Foot, Annual Base Rent and Annual Operating Expenses dollar amounts are based on the terms of proposed lease agreement.
- 3 The Total Annual Lease Cost do not include Community School South custodial, custodial supplies, instructional material/supply costs.