

AGENDA REQUEST FORM
The School Board of Broward County, Florida

Meeting Date

6/6/2006

Open Agenda

☐ Yes ☒ No

Time Certain Request

☐ Yes ☒ No

Agenda Item Number

J-25

TITLE:

Renewal of Annual Lease Agreements with Lauderhill Mall
for Lauderhill Middle Community School

REQUESTED ACTION:

Approve the renewal of the annual lease agreements with Lauderhill Mall for use by Lauderhill Middle Community School.

SUMMARY EXPLANATION AND BACKGROUND:

Lauderhill Middle Community School will lease Units 39-40 and 48-5, at Lauderhill Mall for the continuation of the off-campus ABE, GED and ESOL classes. The term of these leases is from July 1, 2006, through June 30, 2008.

Additionally, the Lauderhill Middle Community School will lease Unit 56 on a month to month basis commencing July 1, 2006. The lease specifies the Landlord must provide 90 days prior written notice to the School Board of its intention to terminate the Lease.

The facility has been inspected and found to be accessible to adults with disabilities in accordance with applicable building codes.

The School Board Attorney has approved these agreements as to form.

SCHOOL BOARD GOALS:

- ☐ Goal One: All students will achieve at their highest potential.
☐ Goal Two: All schools will have equitable resources.
☒ Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement.
☐ Goal Four: All stakeholders will work together to build a better school system.

FINANCIAL IMPACT:

The financial impact to the School District is \$99,949 plus utilities. The source of funds is the Lauderhill Middle Community School Budget.

EXHIBITS: (List)

1. Lease Agreements
2. Supporting Documentation

BOARD ACTION

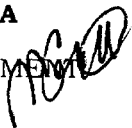
WITHDRAWN

(For Official School Board Records' Office Only)

SOURCE OF ADDITIONAL INFORMATION

Roseanne Belsito 754.321-5115
Name: Thomas J. Coates  Phone: 754.321-8351

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

DIVISION OF FACILITIES AND CONSTRUCTION MANAGEMENT 

MICHAEL GARRETSON, DEPUTY SUPERINTENDENT

Approved in Open Board Meeting on: JUN 6 2006


Revised July 31, 2003

By: _____, School Board Chair

The School Board Of Broward County, Florida
Facilities & Construction Management
Michael C. Garretson
Deputy Superintendent

June 1, 2006

TO: School Board Members

FROM: Michael C. Garretson, Deputy Superintendent
Facilities and Construction Management 

VIA: Dr. Frank Till *FTdj*
Superintendent of Schools

SUBJECT: **REGULAR SCHOOL BOARD MEETING JUNE 6, 2006**
BOARD ITEM J-25
Renewal of Annual Lease Agreements
with Lauderhill Mall for
Lauderhill Middle Community School

The purpose of this memorandum is to request the above-referenced agenda item be withdrawn.

Thank you.

FT/MG:djc

cc: Senior Management

Exhibit 1

Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this ____ day of _____, 2006 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate in the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Lauderhill Mall
(hereinafter referred to as "**LESSOR**"),
whose principal place of business is
1267 NW 40 Avenue, Lauderhill, Florida 33313

WHEREAS, WHEREAS, The SBBC is desirous of leasing space for Broward Community School – North (Loc. No. 3941-1391) for the purpose of providing classroom space for ABE, and GED for the citizens of Broward County, Florida; and

WHEREAS; Lauderhill Mall - Unit 56 is an appropriate site with 990 square feet and restroom facilities available for staff and common area restroom facilities for the students

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 Property.** The SBBC shall lease the following described property:
1475 NW 40th Avenue, (Unit 56), Lauderhill, Florida 33313

2.02 **Lease Term.** The term of this lease will commence on July 1, 2006. SBBC will continue to occupy the demised premises or any portion thereof for the term of this lease, SBBC shall be deemed to be a tenant from month to month at the rental rate listed in article 2.04 below, and the liability of the SBBC shall in no event be greater than that of a tenant from month to month.

2.03 **Hours of Operation:** The property herein leased may be used when the Mall is open for business.

Monday-Friday	9:00 AM - 9:00 PM (except holidays)
Saturdays	9:00 AM - 9:00 PM
Sunday	12:00 - 5:00 PM

2.04 **Rental** The rental shall be \$1,147.78 per month payable the first of each month and includes all charges for Common Area Maintenance (CAM). The total square footage of this space is 990 sq. ft. at \$13.91 per sq. ft rate.

2.05 **ADA** The Lessor hereby represents that the property herein meets all accessibility requirements 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.

2.06 **Asbestos** The Lessor hereby represents that the property described herein 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.

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

2.08 **Condition of Premises** SBBC shall accept the facilities 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 facilities, 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.

2.09 **Heating and Air Conditioning** The Lessor agrees to furnish to the SBBC heating and air conditioning, to include system maintenance, changing filters and periodic cleaning of air flow and return vents, for the leased property during the term of the lease at the expense of the Lessor. Heating and air conditioning services shall be provided for the days and times as indicated in paragraph 2.03 above.

2.10 **Light Fixtures** The Lessor agrees to maintain in the demised premises light fixtures installed for the use of the SBBC. The SBBC shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures for normal interior lighting. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in all emergency and exit lights for the purpose of furnishing lighting in emergency conditions.

2.11 **Fire Protection** The Lessor shall maintain and keep in good repair all fire prevention and detection devices, including fire alarm and sprinkler systems.

A. The Lessor will arrange for an annual testing and certification. A maintenance logbook recording the annual testing and maintenance will be kept with the system.

B. Fire Extinguishers will be placed according to code and certified annually. The Lessor is responsible for recharging discharged extinguishers

2.12 Maintenance Repairs.

A. The Lessor shall provide for interior building maintenance and building repairs in accordance with generally accepted good practices.

B. The Lessor shall maintain and keep in good repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows, doors and ancillary fixtures broken and damaged at the demised premises, except such breakage or damage caused to the exterior of the demised premises by the SBBC, its officers, agents of employees, or invitees/students.

2.13 Utilities. The Lessee will promptly pay for all water, power and electric light rates or charges which may become payable during the term of this lease for the water and electricity used by the SBBC on the premises, except as provided below. The SBBC shall promptly pay for all electricity.

2.14 Indemnification.

A. By Lessor: Lessor agrees to be fully responsible for its acts of negligence, or its agent's invitees/students acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By SBBC: SBBC agrees to indemnify, hold harmless and defend the Lessor, 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 Lessor, 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 SBBC, its agents, servants or employees, invitees/students; the equipment of SBBC, its agents, servants or employees, or invitees/students while such equipment is on premises owned or controlled by Lessor; or the negligence of SBBC or the negligence of SBBC's agents, when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including Lessor's property, and injury or death of any person whether employed by SBBC, Lessor or otherwise

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any contract.

3.03 Non-Discrimination. The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 Termination. Either party may cancel this Agreement during the term hereof upon ninety-days (90) written notice of its desire to terminate this Agreement to the other party. .

3.05 Records. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

3.06 Entire 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.

3.07 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.

3.08 Preparation of Agreement. The Parties acknowledge that they have sought and obtained whatever competent advise 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.

3.09 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. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

3.11 Governing Law. 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.

3.12 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 nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

3.14 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.

3.15 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.

3.16 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 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: Executive Director,
Facility Management, Planning & Site Acquisition
The School Board of Broward County, Florida
600 SE 3rd Avenue 14th Floor
Fort Lauderdale, Florida 33301

With a Copy to: Roseanne Belsito, Ed.D.
Principal, Community School North
1300 SW 32nd Court
Fort Lauderdale, 33315

To Lessor: Lauderhill Mall
Samuel Weintraub
1267 NW 40th Avenue
Lauderhill, FL 33313

3.18 Captions. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 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 _____
Benjamin J. Franklin, Chair

Franklin L. Till, Jr., Superintendent of
Schools

Approved as to Form:

School Board Attorney

FOR LAUDERHILL MALL

(Corporate Seal)

ATTEST:

By Sam Weintraub
Samuel Weintraub, Vice President

_____, Secretary

-or-

Denise Sachs
Witness
Joan Long
Witness

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

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24th day of May, 2006 by Samuel Weintraub of Lauderhill Mall, on behalf of the corporation/agency.

Name of Corporation or Agency
He/She is personally known to me or produced Known to me as Samuel Weintraub identification and did/did not first take an oath. Type of Identification

My Commission Expires: 4-25-09

Delma B. Hayes
Signature - Notary Public

Delma B. Hayes
Printed Name of Notary

DD391562
Notary's Commission No.

(SEAL)

