

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 6/19/07	Open Agenda __ Yes __ No	Time Certain Request __ Yes __ No
		Agenda Item Number J-12
TITLE: Lease Agreement between The School Board of Broward County, Florida, and Hispanic Unity of Florida, Inc. for Community School South		
REQUESTED ACTION: Approve the Lease Agreement between The School Board of Broward County, Florida, and Hispanic Unity of Florida Inc. for Community School South. Approve the additional appropriation of \$19,000 from the Capital ADA Projects Reserve for construction of ADA Restroom improvements to the facility.		
SUMMARY EXPLANATION AND BACKGROUND: The Community School South will lease a 2,417 square foot building located at 5811, 5817 and 5819 Johnson Street for the Community School South's ABE, GED, ESOL programs. The term of the lease is from June 1, 2007 through May 31, 2012 with two (2) five (5) year options to renew. The building has been inspected by the Safety department. A list of required improvements has been identified and made a part of the agreement. The Lessor has obtained a \$33,158 Community Development Block Grant from the City of Hollywood to help defray the costs of making the restrooms ADA compliant. The Lessor requested the Community School contribute up to approximately \$19,000 towards the estimated cost of the ADA Restroom improvements. The total estimated cost of the ADA Restroom improvements is \$51,875. It is requested that the School Board execute this item first. The School Board Attorney has approved the lease 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 district is \$37,455 per year plus utilities. The source of funds is the Community School South budget. An additional financial impact of \$19,000 will come from the Capital ADA Projects Reserve for construction of ADA Restrooms.		
EXHIBITS: (List) 1. Lease Agreement 2. Supporting Document 3. Collaboration Form (Capital Budget)		
BOARD ACTION: APPROVED (For Official School Board Records' Office Only)		SOURCE OF ADDITIONAL INFORMATION: Mary McGinnis 754 321-7604 Jonathan M. Peservich JP 754-321-8355 Name _____ Phone <i>H. Akers</i>

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

FACILITIES AND CONSTRUCTION MANAGEMENT DIVISION
MICHAEL GARRETSON, DEPUTY SUPERINTENDENT

Approved in Open Board Meeting on:

JUN 19 2007

By:
JFN/MG/TJC/JMP/NM/d.burrell

Beverly A. Hall

School Board Chair

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of this 19th day of June, 2007, 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"),
a Florida not-for-profit corporation,
whose principal place of business is
5840 Johnson Road, Hollywood, Florida 33021

WHEREAS, SBBC is desirous of leasing space for Community School South (Location No. 3941-0371) for the purpose of providing classroom space for ABE, GED ESOL and Business Education instruction to the citizenry of Broward County, Florida; and

WHEREAS, Lessor's ESOL Building is an appropriate site with approximately 2,417 square feet consisting of 3 classrooms, 2 restrooms, testing room, storage room and office space; and

WHEREAS, Lessor hereby leases to SBBC upon the terms and conditions set forth herein, the Lessor's ESOL Building (the "**Building**") located at 5811, 5817 and 5819 Johnson Road, Hollywood, Florida, 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 (defined below) 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 Premises.** Lessor hereby leases to SBBC approximately 2,417 rentable square feet in the Lessor's ESOL Building (the "**Building**") located at 5811, 5817 and 5819 Johnson Road, Hollywood, Florida, as more particularly described in **Exhibit A**,

attached hereto and incorporated herein (the "**Premises**") for the Initial Term (defined below) and if applicable any Renewal Term(s) (defined below) and at the Rent (defined below) and upon the other provisions set forth herein.

2.02 **Lease Term.** The term of this Lease shall be five (5) years commencing on June 1, 2007 (the "**Commencement Date**") and continue through May 31, 2012 (the "**Initial Term**"), or, if extended pursuant to Section 2.03 at the end of the last Renewal Term exercised pursuant to the terms of this Lease or as terminated sooner as permitted herein.

2.03 **Renewal Option.** The Lessor and SBBC (together, the "**Parties**") agree that SBBC shall have two (2) options to extend the Initial Term of the Lease for five (5) years each, (collectively, the "**Renewal Terms**") subject to the following conditions: (i) SBBC shall not at the time SBBC exercises such option to renew nor at the commencement of the pertinent renewal period be in default of its obligations under the Lease or any other agreement with the Lessor; 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 Initial Term or, if applicable, 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 any and all Renewal Terms shall be adjusted at the beginning of each year in the manner set forth in Section 2.05 to include an annual cost of living increase.

2.04 **Hours of Operation.** SBBC may use the Leased Premises during the Initial Term and, if applicable, any Renewal Term(s) twenty-four (24) hours a day, seven (7) days per week, fifty-two (52) weeks per year and for any lawful purpose.

2.05 **Rent.**

A. The fixed rent, including Common Area Maintenance (CAM) and certain Utilities, as defined in Section 2.15, shall be \$3,021.25 per month (the "**Fixed Rent**") payable on the first day of each month thereafter up to and including May 1, 2008. Thereafter, the Fixed Rent shall be adjusted as set forth in Section 2.05(C). The total rentable square footage of the Leased Premises is 2,417 square feet at an annual rental rate of \$15.00 per square foot.

B. The additional rent, including Common Area Maintenance (CAM) and certain Utilities, as defined in Section 2.15, shall be of \$100.00 per month (the "**Additional Fixed Rent**"; and together with the Fixed Rent, collectively the "**Rent**") payable on the first day of each month thereafter up to and including May 1, 2008, for SBBC's use of Conference Room 4, as depicted in Exhibit A, each Saturday morning during the Initial Term and, if applicable, any Renewal Term(s). Thereafter, the Additional Fixed Rent shall be adjusted as set forth in Section 2.05(C).

C. The Fixed Rent and Additional Fixed Rent shall be adjusted each June 1st following the Commencement Date during the Initial Term and, if applicable, each Renewal Term of the Lease (each, a "**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%). The Additional Fixed Rent payable in the year commencing on such Rental Adjustment Date shall be an amount equal

to the product of (a) the Additional Fixed Rent payable in the prior year, multiplied by (b) three percent (3%).

All payments required hereunder shall be made to the Lessor at the place designated for notices as hereinafter provided, or at such other place as Lessor may from time to time designate in writing.

D. SBBC agrees to pay the Rent as set forth herein without demand and without offset or deduction, except as may be specifically provided in this Lease.

2.06 Taxes and Assessments.

A. The Lessor shall be responsible for all taxes, assessments and levies (with allowance for any discounts, as applicable), assessed against the Leased Premises within the building, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever (including, without limitation, any and all Rent payable with respect to the Leased Premises within the building), that are due and payable with respect to each calendar year fully falling within the Initial Term and, if applicable, any Renewal Term(s).

B. The Lessor/Owner is a Florida Non Profit entity and qualifies for an Exemption to Ad-Valorem Taxation under F.S. 196.196. SBBC's use of the Leased Premises is for educational purposes and also qualifies for an Exemption to Ad-Valorem Taxation. The entire property qualifies as an exemption to Ad-Valorem Tax provided the building is not leased to a non-exempt entity.

C. SBBC shall only be responsible for a pro rata share of the Non-Ad Valorem Assessments, if any, levied against the property. The pro rata share shall be based on the percentage of SBBC's square footage occupied to the total square footage of the building, and is agreed to be 51%.

D. At least thirty (30) days before the applicable due date the Lessor shall furnish Tenant an Invoice showing the prorated amount of the Assessment due with allowance for any applicable discount,, together with a photo static copy of the tax statement. SBBC shall remit the full amount of the Assessment payable to Lessor hereunder no later than ten (10) days prior to the due date of such Assessment.

E. Assessments due and payable during the first and last years of the Initial Term and, if applicable, any Renewal Term(s) shall be prorated and paid accordingly.

2.07 Construction of Improvements and ADA.

A. The Lessor will construct improvements upon the Leased Area in accordance with **Exhibit B** attached hereto, at its own expense (the "**Improvements**"). The Parties acknowledge that the Lessor and The City of Hollywood have entered into that certain Agreement for ADA Compliant Restrooms dated October 12, 2006 (the "**Agreement**"). Pursuant to the terms of the Agreement, the City of Hollywood shall reimburse Lessor up to a maximum amount of \$33,158.00 under a Community Development Block Grant Project (CDBG) for the construction of ADA compliant restrooms on the Premises (the "**ADA Compliant Restrooms**").

B. The Lessor will complete the Improvements within six (6) months from the date of commencement of the lease subject to delays arising from Force Majeure (defined below) events. The completion date for the Improvements may only be extended by mutual written

agreement of the Parties. **Failure to meet this requirement will result in SBBC withholding monthly Rent payment(s) until the construction of the Improvements is completed.**

C. The Lessor will cause the Improvements to be constructed in compliance with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C.A. § 12101 et. seq. and the Florida Accessibility Code for Building Construction, FLA. STAT. § 553.503, implemented under the Florida Americans with Disabilities Implementation Act, except as may be modified by Florida State Requirements for Educational Facilities (SREF) 1999, FLA. STAT. § 1013.31, for the use or occupancy intended by SBBC.

D. Upon final completion of the Improvements and the issuance of a certificate of occupancy by the City of Hollywood, SBBC will pay to Lessor an amount not to exceed \$19,000.00, as a capital contribution for the ADA Compliant Restrooms. Lessor will submit vendor invoices to SBBC supporting the ADA Compliant Restrooms' construction costs (the "**Vendor Invoices**"). Payment will be made to Lessor by SBBC within twenty (20) days of SBBC's receipt of the Vendor Invoices. In the event Lessor terminates this Lease before the end of the Initial Term, Lessor shall pay SBBC the unamortized balance of SBBC's \$19,000.00 capital contribution for the ADA Compliance Restrooms amortized over the initial five (5) year lease term.

2.08 **Asbestos.** The Lessor hereby represents that to the best of its knowledge the property described herein is free from friable asbestos as defined in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F. R. Part 763, Subpart E, Asbestos Containing Materials in Schools, October 30, 1987 and Florida State Requirements for Educational Facilities (SREF) 1999, FLA. STAT. § 1013.31, whichever is more stringent.

2.09 **Radon Gas.** Pursuant to FLA. STAT. § 404.056(5), the following disclosure is required by law: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

2.10 **Transfer.** 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.

2.11 **Heating and Air Conditioning.** The Lessor agrees to furnish to SBBC heating and air conditioning service. Lessor will perform system maintenance, including but not limited to changing filters and periodic cleaning of air flow and return vents, for the Leased Premises during the Initial Term and, if applicable, any Renewal Term(s) of the Lease at its sole expense. Lessor will be responsible for repair and/or replacement of major system components. Heating and air conditioning services shall be provided for the days and times as indicated in Section 2.04 above.

2.12 **Light Fixtures.** The Lessor agrees to maintain in the Leased Premises light fixtures for normal interior lighting installed for the use of SBBC. SBBC shall be responsible for

replacement of all bulbs, lamps, tubes, and starters used in such light fixtures at its sole expense during the Initial Term and, if applicable, any Renewal Term.

2.13 Fire Protection.

A. The Lessor shall, at its sole cost and expense, maintain and keep in good repair all emergency and exit lights, including but not limited to the replacement of all bulbs, lamps, tubes, starters, batteries and fixtures.

B. Fire extinguishers will be placed according to applicable Laws and Regulations and shall be certified annually by the Lessor. Lessor is responsible for recharging discharged extinguishers.

2.14 Maintenance, Repairs and Cleaning.

A. Except for repairs and maintenance detailed in Sections 2.11 and 2.12, SBBC shall, provide for interior maintenance and 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 Initial Term and, if applicable, any Renewal Term(s), 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, employees, invitees and guests.

C. The Lessor shall, during the Initial Term and, if applicable, any Renewal Term(s), keep the exterior in good order and repair, neat and clean, and generally in a safe and sanitary condition.

D. SBBC shall, during the Initial Term and, if applicable, any Renewal Term(s), keep the interior neat and clean and in a generally safe and sanitary condition.

E. 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 areas other than Leased Premises.

F. 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.

G. 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.

2.15 Utilities.

A. Lessor will promptly pay the charges for all utilities, materials or services of whatever kind or sort used, installed or consumed in or upon the Leased Premises, including without limitation charges for heat, air conditioning, water, gas, fuel, sewage, garbage disposal, refuse services and recycling furnished to the Leased Premises, but specifically excluding charges for electricity, telephone and cleaning services for the Leased Premises (the "**Utilities**"), during the Initial Term and, if applicable, any Renewal Term(s) of this Lease.

B. SBBC will promptly pay for electricity consumed by SBBC within the Leased Premises and telephone services for the Leased Premises. The parties acknowledge that upon the Commencement Date the Leased Premises shall for electrical purposes be separately metered.

C. In no event will the Lessor be liable for any interruption or failure in the supply of any of the Utilities, regardless of cause.

2.16 Indemnification.

A. By Lessor: Lessor agrees to be fully responsible for its acts of negligence or willful misconduct or its agent's acts of negligence or willful misconduct when acting within the scope of their employment and agrees to be liable for any damage(s) resulting from said negligence or willful misconduct. SBBC hereby waives all right of recovery against Lessor or its agents, employees, assignees or invitees for any loss or damage to the Leased Premises or injury to or death of persons occurring on the Leased Premises or the adjoining properties, parking areas, sidewalks, streets, or in any manner growing out of or in connection with SBBC's use and occupancy of the Leased Premises and agrees to cause its insurance policy to contain a waiver of subrogation clause reflecting the provisions of this Section 2.18(A).

B. By SBBC: SBBC agrees to indemnify, hold harmless and defend the Lessor, its agents, servants and employees from any and all loss, damage, claims, liabilities, demands, causes of action, judgments, costs and expenses including, but not limited to, reasonable attorneys' fees, reasonable investigative and discovery costs, court costs and all other sums which the Lessor or its agents, servants or employees may pay or become obligated to pay on account of any, all, and every claim or demand, or assertion of liability, or any cause of action founded thereon, arising or alleged to have arisen out of: (i) the products, goods or services furnished by SBBC or its agents, servants or employees; (ii) the equipment of SBBC or its agents, servants or employees while such equipment is on the Premises; (iii) the negligence of SBBC or the negligence of SBBC's agents, servants or employees when acting within the scope of their employment; (iv) SBBC's or its agents', servants' or employees' violation of any Laws and Regulations; (v) SBBC's failure in any respect to comply with and perform all of the requirements and provisions of this Lease; or (vi) SBBC's use and occupancy of the Leased Premises, whether such claims, judgments, costs and expenses be for damages, damage to any property, including the Premises or the adjoining sidewalks, parking areas, streets, alleys or passageways, or injury or death of any person whether employed by SBBC, Lessor or otherwise.

2.17 Insurance. SBBC shall maintain in full force and effect during the Initial Term and, if applicable, any Renewal Term(s), at its sole expense, public liability and property damage insurance with respect to bodily injury, death or property damage occurring at the Premises or

arising out of SBBC's lease of the Leased Premises or otherwise arising out of any act or occurrence at the 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 as additional insured. A copy of such policies, or certificates thereof, shall be delivered to Lessor on or before the Commencement Date and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice.

2.18 **Additions; Changes; Alterations and Demolition.** SBBC shall not construct or demolish improvements upon the Leased Premises, make additions to, or structural changes or alterations in and upon, any or all of such improvements, or on the Leased Premises, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed. Any permitted work shall be performed in a good and workmanlike manner at the sole expense of SBBC. SBBC shall cause, at its sole expense, all SBBC-made alterations to comply with insurance requirements and with all Laws and Regulations and shall construct at its sole expense any alteration or modification required by the Laws and Regulations as a result of any SBBC-made alterations. SBBC shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation against the Leased Premises, SBBC's interest in the Leased Premises, or Lessor by reason of any work upon the Leased Premises, and SBBC agrees to hold Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person against the Leased Premises, SBBC's interest in the Leased Premises, or Lessor relating to or arising because of any work thereon. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed a part of the Leased Premises, and shall be surrendered to Lessor in good condition and repair, reasonable wear and tear excepted.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Lease 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 Lease. Neither Party intends to directly or substantially benefit a third party by this Lease. The Parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either Party based upon this Lease. 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 this Lease.

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 Lease because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** SBBC through its Superintendent/Designee may cancel this Lease during the Initial Term or, if applicable, any Renewal Term(s) hereof upon ninety (90) days

written notice to the Lessor of its desire to terminate this Lease. The Lessor may cancel this Lease during the Initial Term or, if applicable, any Renewal Term(s) hereof upon ninety (90) days written notice to SBBC of its desire to terminate this agreement.

3.05 **Surrender at Termination.** At the termination of this Lease, SBBC shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to Lessor, in good order, condition and repair and broom-clean and free of any and all claims, including, but not limited to, claims by SBBC or any party holding under SBBC.

3.06 **Damage; Destruction.** If at any time during the Initial Term or, if applicable, any Renewal Term(s) the Leased Premises are damaged by a fire or other casualty, Lessor shall notify SBBC within sixty (60) days after such damage as to the amount of time Lessor reasonably estimates it will take to restore the Leased Premises. If the restoration time is estimated to exceed six (6) months, either Lessor or SBBC may elect to terminate this Lease upon notice to the other party no later than thirty (30) days after Lessor's notice. If neither party elects to terminate this Lease or if Lessor estimates that restoration will take six (6) months or less, then, subject to receipt of sufficient insurance proceeds, Lessor shall promptly restore the Leased Premises excluding the improvements and any trade fixtures installed by SBBC, subject to delays arising from the collection of insurance proceeds or from Force Majeure (as defined in Section 3.21) events. SBBC shall promptly re-enter the Leased Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, either party may terminate this Lease if the Leased Premises are damaged during the last year of the Initial Term or, if applicable, any Renewal Term(s) and Lessor reasonably estimates that it will take more than one (1) month to repair such damage. Rent and other sums due hereunder shall abate during the period of repair and restoration in proportion to the area of the Leased Premises, not usable by SBBC to the total area of the Leased Premises. Such abatement shall be the sole remedy of SBBC, and except as provided herein, SBBC waives any right to terminate the Lease by reason of damage or casualty loss. Lessor shall not, however, be obligated to commence repairs to the Leased Premises until either (i) such thirty (30) day period after Lessor's notice shall have expired or (ii) SBBC shall have waived in writing its termination right under this Section.

3.07 **Eminent Domain.** If the entire Leased Premises or any part thereof or any estate therein, or any other part of the property materially affecting SBBC's use of the Lease Premises be taken by virtue of eminent domain, this Lease shall terminate on the date when title vests to the condemnor pursuant to such taking. The Rent and any other monies shall be apportioned as of said date and any Rent paid for any period beyond said date shall be repaid to SBBC. SBBC shall not be entitled to any part of the award or any payment in lieu thereof; however SBBC shall have the right to any proceeds specifically awarded for the taking of any improvements or personal property owned by SBBC and for SBBC's moving expenses.

3.08 **Records.** Each Party shall maintain its own respective records and documents associated with this Lease 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 FLA. STAT. § 119.07, and any resultant award of attorneys' fees of non-compliance with such statute.

3.09 **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 Lease 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.

3.10 **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 and executed by each Party hereto.

3.11 **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 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.

3.12 **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Lease and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

3.13 **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 Lease.

3.14 **Governing Law.** This Lease 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 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.

3.15 **Binding Effect.** This Lease 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 nor any interest herein may be assigned, transferred encumbered by any Party without the prior written consent of the other Party.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Lease if such performance is prevented by fire, hurricane, earthquake or other casualty, explosion, wars, governmental restrictions, governmental regulations, orders, moratoriums, or controls, delays in issuance of permits, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, inability to obtain any material or services or by reason of any other matter or condition beyond the reasonable 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 a Force Majeure event.

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

3.19 **Limitation of Liability.** Lessor's obligations and liability hereunder is limited to Lessor's interest in the Leased Premises and neither Lessor nor any officer, director, or shareholder of Lessor shall have any personal liability whatsoever with respect to this Lease.

3.20 **Costs to the Prevailing Party.** With respect to any default, failure to perform or any other dispute between Lessor and SBBC arising out of this Lease, the prevailing party shall be entitled to recover all costs incurred, which shall include, but not be limited to, such costs incurred prior to institution of litigation or in litigation, including trial and appellate costs, and in arbitration, bankruptcy or other administrative proceeding.

3.21 **Severability.** In case any one or more of the provisions contained in this Lease 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 Lease shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.22 **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 to the other Party in compliance with the provisions of this Section. 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 10 th Floor Fort Lauderdale, Florida 33301
With a copy to:	Executive Director, Facility Management, Planning & Site Acquisition The School Board of Broward County, Florida 600 Southeast Third Avenue 14 th Floor Fort Lauderdale, Florida 33301
With a copy to:	Mary L. McGinnis Principal, Community School South 1300 SW 32 nd Court Fort Lauderdale, Florida 33315
To Lessor:	Josie Bacallao President/CEO Hispanic Unity of Florida, Inc. 5840 Johnson Road Hollywood, Florida 33021

To Lessor:

Virginia Cielo
Chief Financial Officer
Hispanic Unity of Florida, Inc.
5840 Johnson Road
Hollywood, Florida 33021

3.21 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Lease 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 Lease, nor in any way effect this Lease and shall not be construed to create a conflict with the provisions of this Lease.

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

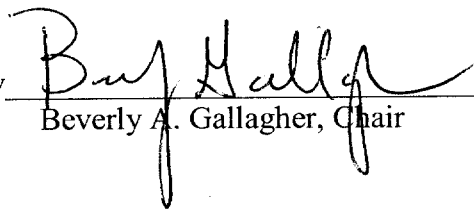
IN WITNESS WHEREOF, the Parties hereto have made and executed this Lease on the date first above written.

FOR SBBC

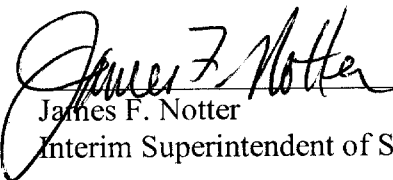
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

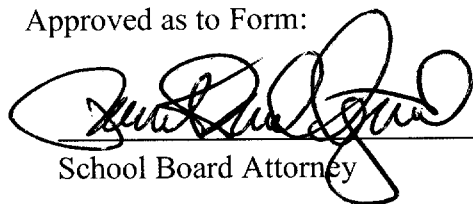
By


Beverly A. Gallagher, Chair

ATTEST:


James F. Notter
Interim Superintendent of Schools

Approved as to Form:


School Board Attorney

FOR HISPANIC UNITY OF FLORIDA, INC.

By _____

Name and Title

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 _____ day of
_____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

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:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

EXHIBIT "A"

Leased Premises

Hand-drawn floor plan of a building. The plan is oriented vertically with a north arrow pointing towards the top right. The building is divided into several rooms and corridors. The top section contains two large rooms labeled 'HUF' and a smaller room labeled 'SBOC'. The middle section contains a 'SBOC' room, a 'HUF' room, and two 'CAM' rooms. The bottom section contains a 'SBOC' room, a 'HUF' room, and two 'CAM' rooms. The plan shows a central corridor with rooms on both sides. The rooms are shaded with a stippled pattern. The corridors are unshaded. The plan is drawn with black lines on a white background.

HUF -	1525.71 S.F.		
SPBC -	1088.39 S.F.	x .28	= 2417 SF
CAM -	1350.08 S.F.		RENTABLE SF
<u>TOTAL -</u>	<u>4764.13 S.F.</u>		

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

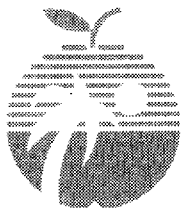
ALL AREAS TAKEN FROM
CENTERLINE of INTERIOR WALLS
+ EXTERIOR FACE of EXTERIOR
WALLS. BOMA STANDARDS

EXHIBIT "B"

Improvements

The Parties have agreed that each will bear responsibility for the construction of certain improvements to the Premises, including but not limited to the Leased Premises, in accordance with the terms of the Lease and the following provisions:

1. Lessor will construct/renovate the bathroom facility within the Premises in compliance with the requirements of the ADA at Lessor's sole expense; provided, however, SBBC will reimburse the Lessor for all ADA Complaint Restroom costs that exceed that certain \$33,158.00 granted to Lessor under a Community Development Block Grant Project; provided, however, SBBC's reimbursement for such costs shall not exceed \$19,000.00.
2. Lessor shall at its sole expense: (a) demolish the existing restrooms within Classroom 3 of the Premises; (b) renovate the remainder of the Leased Premises to include relocation/installation of walls; (c) replace floor coverings; (d) paint the interior, electrical outlets, fixtures and air conditioning vents; and (e) where necessary, replace ceiling tiles.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Community School South
Mary L. McGinnis, Principal
1300 SW 13th Court
Ft. Lauderdale, FL 33315
754.321.7604 – 754.321.7636
mary.mcginis@browardschools.com

SCHOOL BOARD

Chair BEVERLY A. GALLAGHER
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ELEANOR SOBEL
BENJAMIN J. WILLIAMS

JAMES F. NOTTER
Interim Superintendent of Schools

To: Nicholas Messina, Property Manager
From: Mary L. McGinnis, Principal *MM*
Re: Hispanic Unity Lease
Date: June 5, 2007

Community School South requests that the School Board of Broward County enter into a lease agreement with Hispanic Unity at 5840 Johnson Road, Hollywood, Florida for the purpose of Adult English for Speakers of Other Languages (ESOL) classes. Community School South has allocated available funds in the school budget to cover the lease rental costs and utilities.

If you have any questions, please contact me at 754.321.7604.

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Lease Agreement between The School Board of Broward County, Florida, and Hispanic Unity of Florida, Inc. for Community School South

School Board Meeting Date: 6/19/07

- ☐ All projects have been appropriated in the Adopted District Educational Facilities Plan (August 2, 2006) and in the District's Capital Budget.
- ☐ The following project(s) have not been appropriated in the Adopted District Educational Facilities Plan (August 2, 2006) and in the District's Capital Budget.

☒ **Comments: An additional financial impact of \$19,000.00 will come from the Capital ADA Projects Reserve.**

Department Name

Capital Budget

Department Head Name

Omar Shim
Director

Department Head Signature


For Omar Shim

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.