

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date <div style="text-align: center; font-size: 1.2em;">3/20/12</div>	<table style="width: 100%; border: none;"><tr><td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Open Agenda Yes <input checked="" type="checkbox"/> No</td><td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Special Order Request Yes <input checked="" type="checkbox"/> No</td></tr></table>	Open Agenda Yes <input checked="" type="checkbox"/> No	Special Order Request Yes <input checked="" type="checkbox"/> No	Agenda Item Number <div style="font-size: 1.2em;">J-3</div>
Open Agenda Yes <input checked="" type="checkbox"/> No	Special Order Request Yes <input checked="" type="checkbox"/> No			

TITLE:
License Agreement between The School Board of Broward County, Florida, and Cooper City Church of God for Cooper City High School Student Parking

REQUESTED ACTION:
Approve the License Agreement between The School Board of Broward County, Florida, and Cooper City Church of God for Cooper City High School student parking.

SUMMARY EXPLANATION AND BACKGROUND:
The School Board is constructing a new three-story administration/classroom building on the student parking lot at Cooper City High School. As a result of the project, the student parking lot will be unavailable during the period of construction. Cooper City Church of God has offered the school use of their parking facilities at a cost of \$1,500 per utilized month during construction.

The License Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

<input type="checkbox"/> • Goal One:	Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education.
<input type="checkbox"/> • Goal Two:	Improve the health and wellness of students and personnel.
<input type="checkbox"/> • Goal Three:	Provide a safe and secure physical and technological environment for all students and employees.
<input type="checkbox"/> • Goal Four:	Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position.
<input type="checkbox"/> • Goal Five:	Recruit, develop, retain, and recognize high performing and diverse faculty and personnel.
<input checked="" type="checkbox"/> • Goal Six:	Build strong partnerships with family, business, community and government at the classroom, school, area, and district level.
<input type="checkbox"/> • Goal Seven:	Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs.

FINANCIAL IMPACT:
The License Agreement is included within the scope of this project. The sources of funds are identified in the Adopted District Educational Facilities Plan, Fiscal Years 2011-2012 to 2015-2016, page #78.

EXHIBITS: (List)

1. Executive Summary
2. License Agreement
3. Project Funds Allocation
4. Collaboration Form

BOARD ACTION: <div style="text-align: center; font-size: 1.5em; font-weight: bold; margin-top: 20px;">APPROVED</div> <p style="font-size: 0.8em; margin-top: 10px;">(For Official School Board Records' Office Only)</p>	SOURCE OF ADDITIONAL INFORMATION: Wendy Doll 754 323-0299 Chris O. Akagbosu 754 321-2162 <div style="border-top: 1px solid black; font-size: 0.8em; margin-top: 5px;">Name Phone</div>
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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Thomas Lindner, Deputy Superintendent
Facilities & Construction Management Division

Approved in Open Board Meeting on: _____

By: _____

Form #4189
Revised 10/11

RWR/TL/COA/JMP/dburrell

MAR 20 2012

School Board Chair

EXHIBIT 1

EXECUTIVE SUMMARY

License Agreement between The School Board of Broward County, Florida and the Cooper City Church of God for Cooper City High School Student Parking

Additional Background Information:

The construction of a new three story administration/classroom building at Cooper City High School is expected to commence early in the month of March 2012. The new building will be located on the existing student parking lot. The license agreement with the Cooper City Church of God will provide for student parking in the church parking lot during school hours.

Specifically, the students will be using the Cooper City Church of God parking lot starting March 2012 until December 2013 excluding the summer months of June and July when school is not in session. The agreement is for 200 spaces.

The School Board previously had an agreement with the Cooper City Church of God during the 2009 – 2010 school year for use of their parking facilities while a new cafeteria was being constructed on the student parking lot at Cooper City High School.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of this 20th day of March, 2012, 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

COOPER CITY CHURCH OF GOD

(hereinafter referred to as "CHURCH"),
whose principal place of business is
9191 Stirling Road, Cooper City, Florida 33328.

WHEREAS, the School Board owns property in the City of Cooper City, known as Cooper City High School located at 9401 Stirling Road, Cooper City, FL 33328 and

WHEREAS, the School Board is constructing a new three story building on the student parking lot of Cooper City High School and a substantial number of student parking spaces will not be available for the 2012-2013 school year, excluding summer months; and

WHEREAS, the SBBC is requesting the CHURCH to assist the SBBC in its efforts to provide parking accommodations to the Cooper City High School students during the daytime hours; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein 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 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on March 1, 2012 and conclude on December 31, 2013 excluding summer months (June and July).

2.02 **Licensed Property.** The Church hereby grants SBBC a license to use the following described property which shall be referred to herein as "Licensed Property": A portion of the parking lot consisting of 200 car parking spaces chosen by the CHURCH, located at 9191 Stirling Road, Cooper City, Florida 33328 ("Licensed Property").

2.03 **Hours of Operation.** SBBC shall be permitted to use the Licensed Property as described hereafter: Five (5) days per week, Monday through Friday between the hours of 6:30am and 3:30pm.

2.04 **License Fees.** SBBC will compensate the CHURCH \$27,000 for the use of the Licensed Property. Monthly payments in the amount of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) per utilized month due payable on the first day of each month, commencing March 1, 2012 with the exception of the months of June 2012, July 2012, June 2013, and July 2013.

2.05 **Condition of Licensed Property.** SBBC shall accept the Licensed Property as such is at the time of occupancy. Any removal or change of location of any appliance or equipment occasioned by SBBC's use of the Licensed Property shall be implemented by SBBC at SBBC's sole expense. However, no such removal or relocation shall be made without the consent of the Church, which said consent shall not be unreasonably withheld. Unless the Church waives this requirement, SBBC shall, at its sole expense, restore any appliance or equipment to its original location at the end of the term of this License.

2.06 **Repairs and Maintenance.** SBBC shall, at SBBC's sole expense, provide for maintenance and repairs of the Licensed Property in accordance with generally accepted good practices. SBBC shall, at SBBC's sole expense, maintain and keep the Licensed Property in good repair during the term of this Agreement and shall be responsible for the replacement of all areas damaged upon the Licensed Property, except for such breakage or damage caused to the Licensed Property by the Church, its officers, agents or employees.

2.07 **Insurance.** During the term of this Agreement, SBBC shall maintain in full force and effect property damage insurance with respect to injury, death or damage occurring at the Licensed Property or arising out of this Agreement or otherwise arising out of any act or occurrence upon the Licensed Property during SBBC's use of same. Said insurance shall be in an amount of One Million Dollars (\$1,000,000) combined single limit per occurrence. The policies for the foregoing insurance shall name Church, Church's manager and their partners, beneficiaries, trustees, officers, directors, agents and employees and such other parties as Church may designate as an additional insured. SBBC shall furnish Church with a certificate of insurance prior to making use of the Licensed Property evidencing that such insurance is in effect.

2.08 **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, Growth Management Department
Facility Management, Planning & Site Acquisition
The School Board of Broward County, Florida
600 Southeast Third Avenue, 8th Floor
Fort Lauderdale, Florida 33301

To Licensor: Cooper City Church of God
Reverend Dwight Allen, Senior Pastor
9191 Stirling Road
Cooper City, FL 33328

With a Copy to: E. Scott Golden, Esquire
Golden and LaNeve
644 Southeast Fourth Avenue
Fort Lauderdale, Florida 33301

2.09 **Background Screening:** The Church agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Church or its personnel providing any services under the conditions described in the previous sentence. Church shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Church and its personnel. The parties agree that the failure of Church to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, Church agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Church's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or Church of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.10 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully

binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. 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 Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party'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 Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This

remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Excess Funds.** Any party receiving funds paid by SBBC under this 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 with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.08 **Public 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 for non-compliance with that law.

3.09 **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.

3.10 **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.

3.11 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

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

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

3.16 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.17 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.18 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.19 **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.

3.20 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.21 **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.

3.22 **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 Agreement.

3.23 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.


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

By


Ann Murray, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR CHURCH

(Corporate Seal)

ATTEST:

COOPER CITY CHURCH OF GOD

By Robert Crick
Reverend Robert Crick
Administrative Pastor

_____, Secretary

-or-

Alexis Dyma
Witness

Sara Flores
Witness

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 13th day of FEBRUARY, 2012 by ROBERT CRICK of _____
Name of Person

COOPER CITY CHURCH OF GOD, on behalf of the corporation/agency.
Name of Corporation or Agency

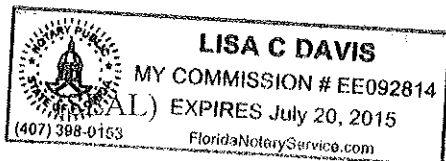
He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Lisa C Davis
Signature - Notary Public

LISA C DAVIS
Printed Name of Notary

EE092814
Notary's Commission No.



S:/v/allwork/contracts/develop/1112year/111020license

12/9/2009

(754) 321-1500

Project Funds Allocation

Facility Name:	1931 COOPER CITY HIGH	Project Number:	1931-99-02
Project Name	Phased Replacement 000877	Total Square Feet:	
P Number	P.000877	Student Stations:	2,553
		Student Capacity:	2,425

PLANNING PHASE:

Design:

1. Basic Fees	\$0
2. Construction Management / TPM Fee	\$0
3. Supplementary Services	\$100,000

Miscellaneous

4. Miscellaneous Consultant, etc.	\$150,000
5. Project Contingency	\$150,000

Approval
Dir. Of

Planning/Design

Hellyer
7/21/11

PLANNING PHASE TOTAL: \$400,000

CONSTRUCTION PHASE:

6. Construction Contract and Amendments	\$18,099,285
7. Construction Change Orders	\$904,963
8. Miscellaneous Construction	\$161,652
9. Site Improvements	\$300,000
10. Off-Site Improvements	\$175,000
11. Communications Infrastructure	\$55,000
12. Utility and Connection Charges	\$100,000
13. Physical Plant Operations Work Orders	\$75,000
14. Portables	\$0

Approval
Sr. PM Const.Hellyer
7/21/11

CONSTRUCTION PHASE TOTAL: \$19,870,900

FURNISHINGS:

15. Furniture & Equipment	\$1,232,000
16. Instructional Software	\$0
17. Technology End User Devices/System Softwar	\$627,000
18. Textbooks (New Schools Only)	\$0
19. Library Books	\$0
20. Audio Visual Materials	\$0
21. Network Equipment	\$163,100

Approval
Capital PlanningHellyer
7/21/11

FURNISHINGS TOTAL: \$2,022,100

TOTAL ESTIMATED COSTS: \$22,293,000

General Comments

Revised 7/21/11

Project Manager

Date

7/21/11

COLLABORATION

EXHIBIT 4

SIGN-OFF FORM

Title of Agenda Request Item: License Agreement between The School Board of Broward County, Florida and Cooper City Church of God for Cooper City High School Student Parking

School Board Meeting Date: 3/20/2012

☒ [X]

All projects have been appropriated in the Adopted District Educational Facilities Plan (September 8, 2011) and in the District's Capital Budget.

☐ []

The following project(s) have not been appropriated in the Adopted District Educational Facilities Plan (September 8, 2011) and in the District's Capital Budget.

☐ [] Comments: An additional financial impact of \$ _____ will come from the Capital Projects Reserve.

Department Name

Department Head Name

Department Head Signature

Capital Budget

Omar Shim
Director

 2.29.12

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.

CONTACT: Delores Burrell 754 321-2168