

LEASES – RENTALS AND CONTRACTS OF REAL PROPERTY AND FACILITIES LEASED BY THE SCHOOL BOARD

THE ONLY LONG TERM CONTRACTING BODY REGARDING REAL PROPERTY LEASED BY THE SCHOOL DISTRICT IS THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA. ALL LEASES, RENTAL AGREEMENTS AND CONTRACTS FOR REAL PROPERTY, ~~IN EXCESS OF ONE YEAR, OR AND THOSE~~ EXTERNAL LEASES WITH INSURANCE REQUIREMENTS, OR INDEMNIFICATION CLAUSES, SHALL BE APPROVED BY THE SCHOOL BOARD EXCEPT AS OTHERWISE PROVIDED IN THIS POLICY.

SPECIFIC AUTHORITY: F.S. 230.22 (1) (2) Sections 1001.41 (1) (2), Florida Statutes
LAW IMPLEMENTED: Sections 1013.15 (1) (2), Florida Statutes

Policy Adopted: 4/23/81
Policy Amended: 8/5/82

Amended rules approved 2/19/91

RULES

1. The Director, ~~of Property Management~~ Facility Planning and Real Estate (FP&RE) Department or in case of departmental name change, the head of the Succeeding Department (SD) or Superintendent's designee shall be responsible for ~~developing~~ coordinating the development of standard contracts for the leasing or rental of real property by The School Board of Broward, County Florida (School Board) with the School Board's Office of the General Counsel as required by the Broward County school system except as stated herein regarding the rental of venues for school events by district schools. All lease or rental agreements by an operating unit shall utilize these standard lease contracts, except when the owner of the real property requires that the lessor's lease contract document be utilized for such lease.
2. The Director, FP&RE Department or in case of departmental name change, the head of the SD or Superintendent's designee (individual to have real estate negotiating experience) shall be responsible for negotiating pertinent lease agreements regarding the leasing or rental of real property for The School Board of Broward County, Florida.
3. ~~Contracts for external property and Board-owned property may be secured from the Department of Property Management.~~
4. To assure appropriate liability and property protection has been arranged for the protection of the School Board and to ascertain the extent of the Board's legal responsibilities, all lease or rental agreements, including renewals for real property, shall be sent by all the requesting departments to the Department of Property Management Facility Planning & Real Estate Department or SD for processing, for dissemination to the appropriate departments and the Board attorney Office of the General Counsel's review and for the School Board's consideration and possible approval.

2-5. The Facility Planning & Real Estate Department or SD must demonstrate that due diligence has been conducted before renewal of existing leases or the entering into of new leases are brought before the School Board for consideration and formal action. At a minimum, the following information must be addressed in the Board items for leases brought forth for School Board action:

- a. The reason and need for the proposed lease;
- b. Proof that no existing available School Board owned facilities are available to house the needs that require the proposed lease;
- c. For the renewal of an existing lease that pertains to a site offering educational program(s) for students, the decision to renew or terminate the lease shall take into consideration the benefits/detriments of the location of the lease site to the student population served as a factor on whether to continue or terminate the lease. At a minimum, the end of the lease term for each renewal of such educational lease shall be consistent with the end of the School District's school year when possible;
- d. If existing School Board owned facilities are available to serve the needs of the proposed leased facility, the construction cost per square foot to renovate the School Board owned facilities; and
- e. Comparable lease rates for similar real property in the sub-market of where the leased facility is needed, and the construction cost per square foot to renovate the proposed leased space.

6. All lease contracts for real property shall be placed on the agenda through the ~~Department of Property~~ Facility Management-Planning and Real Estate Department or SD when the appropriate documents needed to schedule the lease contract for School Board action have been received and approved as to form and legal content by the School Board's Office of the General Counsel. This provision shall not apply to ~~pertainant~~ lease contracts regarding the rental of venues for school events by district schools. Such contracts shall be governed by the specific provisions stated herein regarding the rental of venues for school events by district schools.

7. The lease contracts must be scheduled for School Board consideration and formal action in a timely manner. For lease renewals no later than ninety (90) days before the lease is set to expire, and for new leases no later than ninety (90) days before the lease is set to commence. This does not preclude for lease renewals to be brought forth in a timeframe that is less than the ninety (90) days stipulated herein; however, in such cases, demonstrated proof must be provided that indicates why the lease renewal was scheduled in a timeframe that is later than what is stipulated herein. In any event, any renewal option that may be exercised by The School Board shall be submitted upon a public agenda for its consideration no less than ninety (90) days prior to the deadline for The School Board's provision of notice to the landlord of its exercise of that renewal option.

8. The ~~Department of Property Management~~ Facility Planning and Real Estate Department or SD shall be responsible for maintaining a master file and data of all approved lease or rental contracts for real properties that are subject to the provisions of this Policy.

3-9. Principals and facility directors are hereby delegated the authority to enter into short term rental agreements of no more than three (3) days in duration for the use of outside facilities, provided that the agreements have first been reviewed and approved by the Office of School Performance and Accountability, the FP&RE Department, the Risk Management Department, and the Office of the General Counsel.

Principals and facility directors shall submit any proposed short term rental agreements to the Office of School Performance and Accountability (OSPA) immediately upon its receipt from the outside facility but not less than five (5) business days prior to the date any review of those agreements is to be completed. District administration will use its best efforts to facilitate the conduct of any event. The OSPA shall promptly forward the agreements to the FP&RE Department, the Risk Management Department, and the Office of the General Counsel (with a contract routing form) to conduct their respective review of the agreements by the review completion date. Outside short term rental agreements shall be revised to contain necessary standard district provisions or will incorporate by reference an attached district standard addendum. The district's standard addendum will provide that its terms shall prevail in the event of any conflict within the vendor's standard lease agreement. If the principal does not receive feedback from the District within five (5) days of submission of the agreement, they shall have the authority to proceed to execute the agreement provided that the vendor also executes the standard addendum.

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~~NOTE: THERE IS A SEPARATE POLICY FOR TANGIBLE PERSONAL PROPERTY, EDUCATIONAL SERVICES, AND SHORT-TERM LEASES FOR SCHOOL BUILDINGS (SEE POLICY AND RULES #2313.~~