

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

|  |              |   |   |   |  |                     |              |                   |              |      |       |
|--|--------------|---|---|---|--|---------------------|--------------|-------------------|--------------|------|-------|
| <b>Meeting Date</b><br>3/4/14  |              | <b>Open Agenda</b><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |   | <b>Special Order Request</b><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |                     |              |                   |              |      |       |
| <b>Agenda Item Number</b><br>LL-3  |              |   |   |   |  |                     |              |                   |              |      |       |
| <b>TITLE:</b><br>Lease Agreement Between The School Board of Broward County, Florida, and Young Men's Christian Association of Broward County, Florida, Inc.   |              |   |   |   |  |                     |              |                   |              |      |       |
| <b>REQUESTED ACTION:</b><br>Approve the Lease Agreement between The School Board of Broward County, Florida (SBBC), and the Young Men's Christian Association of Broward County, Florida, Inc. (YMCA).   |              |   |   |   |  |                     |              |                   |              |      |       |
| <b>SUMMARY EXPLANATION AND BACKGROUND:</b><br><p>This community based location is one of the off campus sites which will provide classroom space for the Off Campus Learning Centers (OCLC). The OCLC provide a full 24 credit high school diploma, credit recovery/retrieval, and technical school opportunities for students who have dropped out of school or who are at risk of dropping out of school.</p> <p>The current Lease Agreement between SBBC and the YMCA commenced on August 1, 2013 and expires on July 31, 2014. This Lease Agreement is for a term of one year with a 90 day cancellation clause by either party.</p> <p>This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.</p> |              |   |   |   |  |                     |              |                   |              |      |       |
| <b>SCHOOL BOARD GOALS:</b><br><input type="checkbox"/> •Goal 1: High Quality Instruction.<br><input checked="" type="checkbox"/> •Goal 2: Continuous Improvement.<br><input type="checkbox"/> •Goal 3: Effective Communication.  |              |   |   |   |  |                     |              |                   |              |      |       |
| <b>FINANCIAL IMPACT:</b><br>The annual financial impact to the District's OCLC Budget is \$30,600. The source of funding is Florida Education Finance Program (FEFP). There is no additional financial impact to the District; therefore, this item does not require a Collaboration Form from the Capital Budget Department.  |              |   |   |   |  |                     |              |                   |              |      |       |
| <b>EXHIBITS: (List)</b><br>1. Executive Summary<br>2. Lease Agreement<br>3. Analysis   |              |   |   |   |  |                     |              |                   |              |      |       |
| <b>BOARD ACTION:</b><br><div style="text-align: center; font-size: 1.5em; font-weight: bold;">APPROVED</div> <small>(For Official School Board Records' Office Only)</small>   |              |   | <b>SOURCE OF ADDITIONAL INFORMATION:</b> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">Bardetta D. Haygood</td><td style="width: 30%;">754 321-7050</td></tr><tr><td>Chris O. Akagbosu</td><td>754 321-2162</td></tr><tr><td style="font-size: 0.8em;">Name</td><td style="font-size: 0.8em;">Phone</td></tr></table> |   |  | Bardetta D. Haygood | 754 321-7050 | Chris O. Akagbosu | 754 321-2162 | Name | Phone |
| Bardetta D. Haygood  | 754 321-7050 |   |   |   |  |                     |              |                   |              |      |       |
| Chris O. Akagbosu  | 754 321-2162 |   |   |   |  |                     |              |                   |              |      |       |
| Name   | Phone        |   |   |   |  |                     |              |                   |              |      |       |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

*Leslie M. Brown,*  
**Chief Portfolio Services Officer**

Approved in Open Board Meeting on:

**MAR 04 2014**

By:

Form #4189

Revised 12/12

RWR/MLW/COA/JMP:jp

  
\_\_\_\_\_  
School Board Chair

# EXHIBIT 1

## EXECUTIVE SUMMARY

Lease Agreement Between The School Board of Broward County, Florida, and Young Men's Christian Association of Broward County, Florida, Inc.

### **Additional Background Information:**

The School Board of Broward County, Florida (SBBC) operates Off Campus Learning Centers (OCLC) at various locations in Broward County. The concept is to re-capture students who may have been unsuccessful in the traditional school scenario and have left school without obtaining their high school diploma. The program provides them with a more comfortable environment where the students can enjoy free classes, small class size, a personalized learning environment with flexible class times, and the ability to attend classes in their own neighborhood, and earn a high school diploma, while pursuing a career.

The leased property consists of multi-purpose and computer rooms in the L.A. Lee Young Men's Christian Association Family Center, located at 408 NW 14<sup>th</sup> Terrace, Fort Lauderdale, Florida, 33311. In 2012-2013 this facility served 158 students who earned 129 half credits. Total revenue for 2013-2014 generated by all OCLC sites is projected to be \$2,954,606.

The SBBC has leased space from the YMCA for the OCLC program at this location since 2009. The current lease was entered into on August 1, 2013, and is scheduled to expire July 31, 2014. As directed by the Board, all leases go through a comparability study, including a review of comparable leases, available administrative sites, and possible relocation of programs to nearby schools. The lease is being brought for the Board's consideration, at this time, with a renewal term of one-year and is consistent with the District's due diligence regarding facilities leased by the District. The comparable rental sites are depicted in the attached Exhibit 3. The lease was discussed at the January 8, 2013, School Board Workshop and its renewal is consistent with the outcome of the discussion.

Follow-up student surveys were conducted by staff after the renewal of the existing lease. The surveys indicated that the students maintained a strong preference for the existing location, and were not likely to continue their studies at a different location.

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this 4<sup>th</sup> day of March, 2014, 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

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.  
(hereinafter referred to as "Lessor"),  
whose principal place of business is  
900 Southeast Third Avenue – 3<sup>rd</sup> Floor, Fort Lauderdale, FL 33316

WHEREAS, SBBC is desirous of leasing space for the purpose of providing classroom space for educational programs and instruction to students and young adults of Broward County; and

WHEREAS, 408 NW 14<sup>th</sup> Terrace, Fort Lauderdale, FL 33311 is an appropriate site with approximately 1750 square feet, which consist of the Multipurpose and Computer rooms.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### ARTICLE 2 -SPECIAL CONDITIONS

2.01 Lease Term. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this lease is from August 1, 2014 through July 31, 2015 ("one year term").

2.02 Leased Property. The SBBC shall lease the following described property: 408 NW 14<sup>th</sup> Terrace, Fort Lauderdale, FL 33311, which consists of the Multipurpose and Computer rooms in the L. A. Lee YMCA Family Center. See Exhibit 'A' Floor Plan.

2.03 Hours of Operation. The property herein leased may be used between the

hours of 7:00 AM and 5:00 PM, Monday through Friday, or at other times by prior arrangement with Lessor.

2.04 Rental. The rental for the term shall be \$30,600.00 per year payable in twelve monthly installments of \$2,550.00 due on the first day of each month. The gross rental includes all charges for Common Area Maintenance (CAM) expenses, utilities and other expenses and shall be fixed for the term of the lease.

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 CFR Part 763, Asbestos Materials in Schools, October 30, 1987, and the current Florida State Requirements for Educational Facilities (SREF), 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.

A. SBBC shall accept the facilities as they are at the time of occupancy. Removal or change of location of any appliance or 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.

B. The Lessor will also ensure that the lease property shall be free of all religious displays during SBBC hours of operation. Notwithstanding any other provision in this agreement, SBBC has the right to terminate this lease upon 48 hours written notice to the Lessor, should the Lessor fail to cure a breach of this material item within 48 hours notice by SBBC.

2.09 Heating and Air Conditioning. The Lessor agrees to furnish to the SBBC heating and air conditioning 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 section 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 Lessor shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures for the purpose of furnishing light.

2.11 Maintenance Repairs.

2.11.1 The Lessor shall provide for daily custodial services/supplies, interior maintenance and repairs in accordance with generally accepted good practices.

2.11.2 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 or employees.

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

2.13 Insurance. Lessee shall maintain in full force and effect during the Term public liability and property damage insurance with respect to injury, death or damage occurring at the Premises or arising out of Lessee of the Premises or otherwise arising out of any act or occurrence at the Premises or Center. 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 Owner, Manager and their partners, beneficiaries, trustees, officers, directors, agents and employees and such other parties as Owner may designate as additional insured. At least one week prior to the first day of the Term, Lessee shall furnish a certificate of insurance evidencing that such insurance is in effect.

2.14 Inspection of Lessor's Records by SBBC. The SBBC has the right to inspect and review any documents that would substantiate, reconcile or refute any charges and/or expenditures related to this agreement that are in dispute.

2.15 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director, Facility Planning and Real Estate  
The School Board of Broward County, Florida  
600 Southeast Third Avenue – 8th Floor  
Fort Lauderdale, Florida 33301

To Lessee: Vice President of Operations  
Young Men's Christian Association of Broward County, Florida, Inc.  
900 SE Third Avenue - 3<sup>rd</sup> Floor  
Fort Lauderdale, FL 33316

2.16 **Background Screening:** Any party to a contract with a district school board is subject to the requirements of Section 1012.32 and 1012.465, Florida Statutes, and all of Lessor's 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 Lessor or its personnel providing any services under the conditions described in the previous sentence. SBBC 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 Lessor and its personnel.

2.17 **Indemnification.** 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.

2.17.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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

### **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 Lessor or the Lessor's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Termination. This Agreement may be canceled with or without cause by either party during the term hereof upon ninety (90) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the Lessor for all services rendered through the effective date of termination.

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

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

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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.

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

3.11 **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.

3.12 **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.

3.13 **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.

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

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

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

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

3.18 **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.

3.19 **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.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this 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.

3.21 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this 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.

3.23 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.

3.24 Survival. All representations and warranties made herein regarding 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.

3.25 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: \_\_\_\_\_

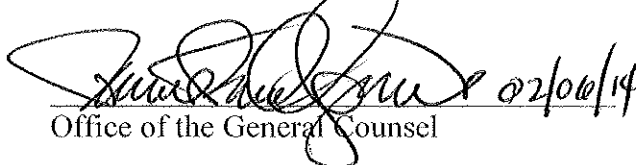
Patricia Good, Chair

ATTEST:



Robert W. Runcie  
Superintendent of Schools

Approved as to form and legal content:

 02/06/14  
Office of the General Counsel

**FOR LESSOR**

(Corporate Seal)

YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BROWARD COUNTY, FLORIDA, INC.

ATTEST:

By: [Signature]  
Vice President Operations

\_\_\_\_\_, Secretary  
[Signature] or  
\_\_\_\_\_  
Witness  
[Signature]  
\_\_\_\_\_  
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 Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of  
January, 2014 by Bruce Griffin, VPO of Young Men's Christian  
Association of Broward County, Florida, Inc. on behalf of the corporation.

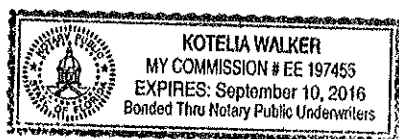
He/She is personally known to me or produced  
identification and did/did not first take an oath.

DLG615-922-59-426-0 as  
(Type of Identification)

My Commission Expires: 9/10/2016

[Signature]  
Signature Notary Public  
Kotelia Walker  
Printed Name of Notary  
EE 197455  
Notary's Commission No.

(SEAL)



## Analysis Matrix

**Site Name:** YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., 408 NW 14th Terr., Fort Lauderdale, FL 33316

| Comparable Rental Sites   |                           |            |                            |                             |                  |   | Staff Recommendations/Comments |                      |                    |              |   |
|---|---------------------------|------------|----------------------------|-----------------------------|------------------|---|--------------------------------|----------------------|--------------------|--------------|---|
|   |                           |            |                            |                             |                  |   | Logistics                      |                      | Key Notes          |              |   |
| Site Location   | Building Type/Class       | Year Built | Total Rentable Square Foot | Annual Cost Per Square Foot | Annual Base Rent | Annual Operating Expenses Per Square Foot | Total Annual Lease Cost        | Parking Availability | ADA Compliance Y/N | Rental Terms | Comments  |
| Subject Site<br>408 NW 14th Terr., Fort Lauderdale, FL 33311              | Office/Class "B" Building | 1979       | 1,750 SF                   | \$17.4857                   | \$30,600.00      | N/A                                       | \$30,600.00                    | Yes                  | Yes                | 1 year       | Free standing bldg, 1st Floor, Lease terms include CAM. |
| Oakland Commerce Center<br>5221 NW 10th Terr.<br>Ft. Lauderdale, FL 33309 | Office/Class "A" Building | 1994       | 7,390 SF Divisible         | \$18.00                     | \$31,500.00      | NNN                                       | \$31,500.00                    | Yes                  | Yes                | 3 years      | Free standing bldg, 1st Floor, Lease terms include CAM. |
| Hammonia<br>1700 E. Las Olas Blvd.<br>Ft. Lauderdale, FL 33301            | Office/Class "A" Building | 1986       | 3,365 SF Divisible         | \$16.00                     | \$28,000.00      | NNN                                       | \$28,000.00                    | Yes                  | Yes                | 2 years      | Free standing bldg, 1st Floor, Lease terms include CAM. |
| 5533 Building<br>6353 N. Federal Highway<br>Ft. Lauderdale, FL 33308      | Office/Class "B" Building | 1974       | 11,079 SF Divisible        | \$24.00                     | \$42,000.00      | NNN                                       | \$42,000.00                    | Yes                  | Yes                | 3 years      | Free standing bldg, 1st Floor, Lease terms include CAM. |

### Building Class

A - These buildings represent the highest quality buildings in their market. They are generally the best looking buildings with the best construction, and possess high quality building infrastructure. Class A buildings also are well-located, have good access, and are professionally managed. As a result of this, they attract the highest quality tenants and also command the highest rents.

B - This is the next notch down. Class B buildings are generally a little older, but still have good quality management and tenants. Often times, value-added investors target these buildings as investments since well-located Class B buildings can be returned to their Class A glory through renovation such as facade and common area improvements. Class B buildings should generally not be functionally obsolete and should be well maintained.

C - The lowest classification of office building and space is Class C. These are older buildings (usually more than 20 years), and are located in less desirable areas and are in need of extensive renovations. Architecturally, these buildings are the least desirable and building infrastructure and technology is out-dated. As a result, Class C buildings have the lowest rental rates, take the longest time to lease, and are often targeted as redevelopment opportunities.

Definitions - Triple Net Lease - referred to as "NNN" (in a triple net lease), represents the three major "net" costs: property taxes, property insurance and common area maintenance (CAM).

Modified Gross Lease, referred to where all (or part) of the above nets are included as part of the base rent.

Full Service Lease, referred to where the base rent, the nets, electrical, and janitorial are included in one price per square foot lease rate.

**EXHIBIT "A"**  
**Floor Plan**

**L. A. Lee Family YMCA**  
**408 Northwest 14th Terrace**  
**Fort Lauderdale, FL 33311**

