

PARKING SUBLEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this _____ day of _____, 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

HOPE SOUTH FLORIDA, INC.
(hereinafter referred to as "Sublessor"),
whose principal place of business is
501 Northeast 2nd Street, Fort Lauderdale, Florida 33301

WHEREAS, Sublessor entered into a Lease Agreement dated March 11, 2009 (the "Prime Lease") for the land and building located at 1100 North Andrews Avenue, Fort Lauderdale, Florida 33311. The Lessor under the Prime Lease is South East District, Florida Annual Conference, United Methodist Church, Inc., a Florida Corporation ("Landlord"). A copy of the Prime Lease is attached hereto as Exhibit "A". Capitalized terms, when used in this Agreement without separate definition, will have the same respective meaning as in the Prime Lease; and

WHEREAS, Sublessor desires to sublease the southeast portion of the parking area (the "Parking Lot") to SBBC, which desires to sublet the same from Sublessor for the purpose of providing parking facilities to employees and guests of North Side Elementary School, all on the terms and subject to the conditions set forth below,

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 17, 2015 through July 31, 2020 ("five year term").

2.02 **Subleased Property.** The SBBC shall sublease the following described property as described in Exhibit "C": The southeast section parking lot, containing 28 car parking stalls, located at the corner of Northeast 1st Avenue and Northeast 11th Street, Fort Lauderdale, Florida 33311. This Sublease shall not be recorded.

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 Sublessor.

2.04 **Rental.** The rental for the term shall be \$7,000.00 per year payable in twelve monthly installments of \$583.33 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 Sublessor 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.** NOT APPLICABLE

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 Sublessor.

2.08 **Condition of Premises.** SBBC shall accept the facilities as they are at the time of occupancy.

2.09 **Use of Property.** SBBC shall use and occupy the subleased property solely for the purpose of parking automobiles and vans, and no service vehicles.

2.10 **Light Fixtures.** The Sublessor agrees to maintain in the demised premises light fixtures installed for the use of the SBBC. The Sublessor 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.** The Sublessor shall provide for all maintenance and repairs in and about the Parking Lot in accordance with generally accepted good practices. Sublessor shall maintain and keep in good repair the car stops, asphalt surface, striping, and signage in the Parking Lot during the term of this sublease and shall be responsible for the replacement of all broken and damaged equipment, except such breakage caused to the Parking Lot by the SBBC, its officers, agents, employees, or guests.

2.12 **Utilities.** The Sublessor will promptly pay for all gas, water, power and electric light rates or charges which may become payable during the term of this Sublease.

2.13 **Insurance.** Sublessee 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 Sublessee 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 Sublessor, 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, Sublessee shall furnish a certificate of insurance evidencing that such insurance is in effect.

2.14 **Inspection of Sublessor'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 Sublessor:	Executive Director Hope South Florida, Inc. 501 Northeast 2 nd Street Fort Lauderdale, Florida 33301

2.16 Indemnification. Each party agrees to be fully responsible for its acts of negligence, or its employees' 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.

2.17 **Subject to Prime Lease and Landlord Consent.** This Sublease is contingent upon receipt of an executed Consent to Sublease, attached hereto as Exhibit "B". SBBC understands and agrees that this Sublease is and shall be subject and subordinate to the Prime Lease. SBBC covenants and agrees that it will comply in all respects with the terms and conditions of the Prime Lease as it pertains to the Parking Lot and that SBBC shall not do anything which would constitute a default under the Prime Lease as it pertains to the Parking Lot. The parties expressly agree that SBBC shall have no responsibility for compliance with any of the terms and conditions of the Prime Lease that pertain to the existing building or the premises other than the Parking Lot, including the commitment to make tenant improvements.

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 Sublessor or the Sublessor'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 Sublessor 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. 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 Sublessor at least thirty (30) days 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 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **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.

3.12 **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.

3.13 **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.

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

3.15 **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.

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

3.17 **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.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

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

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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Patricia Good, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to form and legal content:

 05/23/14
Office of the General Counsel

FOR SUBLESSOR

(Corporate Seal)

HOPE SOUTH FLORIDA, INC.

ATTEST:

By: [Signature]
Robin Martin, Executive Director

_____, Secretary

-or-

Witness

Witness

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

STATE OF FLORIDA

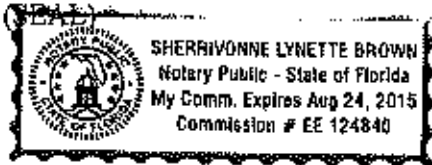
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22nd day of MAY, 2014 by Robin Martin, Executive Director of Hope South Florida, Inc., on behalf of the corporation.

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: August 24, 2015

[Signature]
Signature - Notary Public
Sherrivonne L Brown
Printed Name of Notary



EE # 124840
Notary's Commission No.