

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

TUESDAY, APRIL 6, 2021 9:30 AM
Kathleen C. Wright Building
600 Southeast Third Avenue, Board Room
Fort Lauderdale, Florida 33301

AGENDA FOR SPECIAL SCHOOL BOARD MEETING

SPECIAL SCHOOL BOARD MEETINGS CAN BE VIEWED VIA LIVE STREAM OVER THE INTERNET ON THE SCHOOL DISTRICT'S WEBSITE (www.browardschools.com).

This advertised Special School Board Meeting will be held with Board Members being physically present and via electronic communication. The meeting will also be live streamed. Public participation will be accepted on all agenda items in the following manner: **Any person may present live comments by attending the KC Wright Administration Building's Board Room at 600 Southeast Third Avenue, Fort Lauderdale, FL 33301. In accordance with the Centers for Disease Control and Prevention (CDC) guidelines, each person will be required to wear a face covering for their nose and mouth (*individuals are responsible for providing their own mask*) and remain at least six (6) feet from other attendees upon arrival as they enter the KCW Building and until his/her departure.** Individuals may also submit written comments via email to PublicComment@browardschools.com no later than two (2) hours in advance of the published time of the meeting. Anonymous comments will not be accepted. Therefore, each written comment must include the person's name and home address. Pursuant to School Board Policy 1100A, in the event a large group of individuals (more than twenty (20)) sign-up to speak on any one agenda item, the Board Chair has the authority to adjust the time limit for each speaker to speak less than the three (3) minutes (*which is approximately 400 words*) usually permitted or limit the overall time speakers will be heard on that item.

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

ADDED / CHANGED ITEMS

CLOSE AGENDA

PURPOSE OF MEETING

For The School Board of Broward County, Florida to conduct official business of the District, and any other items the Board deems necessary.

SUPERINTENDENT'S RECOMMENDATION(S)

1. Lease Agreement with Broward College, Florida

REVISED

Approve Lease Agreement with Broward College, approve funding in the amount of \$39,004, and approve the new hours of operations for Rickards Middle School at Broward College.

[Executive Summary.pdf](#)
[Lease Agreement.pdf](#)
[Memo to revise.pdf](#)

ADJOURNMENT

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Education Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Any person who decides to appeal any decision made at a meeting(s) announced by this Notice with respect to any matter considered at such meeting(s) will need a record of the proceedings and for such purpose may need that a verbatim record of the proceeding is made, which records testimony and evidence upon which the appeal is to be based.

Telephone conferencing or other telecommunications technology may be used in conducting this public meeting to permit absent Board Members to participate in discussions, to be heard by other School Board Members and the public, and to hear discussions taking place during the meeting.

Notice is hereby given that two or more Board Members of The School Board of Broward County, Florida, may be participating.



Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2021-04-06	Special School Board Meeting
CATEGORY:	Superintendent's Recommendation
DEPARTMENT:	Facility Planning & Real Estate

Agenda Item Number:	1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:	Lease Agreement with Broward College, Florida
REQUESTED ACTION:	Approve Lease Agreement with Broward College, approve funding in the amount of \$39,004, and approve the new hours of operations for Rickards Middle School at Broward College.

STRATEGIC ALIGNMENT

Which strategic initiative(s) best aligns to this item?

Public Relations, Partnerships, & LegislationIs approval of this agenda item required to implement a tactic included within an initiative of the strategic plan? **YES**Will the implementation of this item have a direct impact on one of the **2024 Strategic Plan Primary Metrics**? **YES***If YES, identify the primary metric and include the corresponding figures in the table below.***Primary Goal & Metric:**

Effective Communication		Community Partnerships	
Level	Baseline	2024 Target	Most Current
District Total	N/A	303	N/A

Also identify any secondary metrics utilized to evaluate the success of this item/initiative.

Metric	Baseline	Target

*If NO, outline below how staff intends to evaluate the success/impact of this item/initiative.***BACKGROUND, SUMMARY EXPLANATION, AND HISTORY OF ITEM**Was this item previously presented to the School Board? **NO**

The purpose of this Lease Agreement is to enable occupancy of students and staff from Rickards Middle School to utilize a temporary instruction site at Broward College, Florida to commence on April 6, 2021 and conclude on June 10, 2021. Additionally, Agreement stipulates that either party may terminate the lease upon a 30-day written notice to the other party. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. The Agreement will be executed by Broward College, Florida after School Board approval.

RELATED ITEMS

EXHIBITS

Executive Summary
Lease Agreement
Memo to Revise

DEPENDENCIES:

Outline critical dependencies that are associated with successful implementation of this item/initiative.

1.

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2.

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RESOURCES REQUIREDBudget

Are additional funds required in relation to the approval of this item?

YES

If YES, How much additional funding is necessary to implement this item?

\$39,004

If NO, How much existing funding will be spent to implement this item?

SOURCE OF FUNDS:

General Fund Balance Reserve

Spending Authority

Is additional spend authority required for this item?

YES

If YES, How much additional spending authority is necessary to implement this item?

\$39,004

Staffing

Is additional staff required in relation to the implementation of this item?

NO

If YES, identify the number of additional positions and the estimated costs for the additional staff.

No.	Cost

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:

Dr. Valerie Wanza

Phone:

754-321-3838

Name:

Chris Akagbosu

Phone:

754-321-2162

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John Sullivan (Task Assigned), Chief Portfolio Services Officer

Signature

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Electronic Signature

Form \$4189 Revised 1/20

RWR/JSM

Approved in

Open Board

Meeting On: _____

By: _____

School Board Chair

EXECUTIVE SUMMARY

Lease Agreement with Broward College, Florida

Due to the uninhabitable conditions of Rickards Middle School campus, The School Board of Broward County, Florida will temporarily lease instructional space and dining facilities at Broward College, Florida – North Campus (Broward College) located at 1000 Coconut Creek Blvd., Coconut Creek, FL 33066. In order to continue to provide in person educational instruction to the Rickards Middle School students, Broward County Public Schools (BCPS) staff worked to locate an appropriate alternate site to house students and staff, to continue to provide quality education. Leasing the Broward College Leased Premises will also provide staff space to administer required state-wide testing to students.

BCPS staff have considered the necessary transportation needs to transport students to Broward College. The Leased Premises will provide enough space for buses to enter the premises to pick-up and drop-off students as well as provide parking for staff. Maintaining student safety on the Lease Premises has also been considered by appropriate BCPS staff.

If approved by the School Board, this Lease Agreement will commence on April 6, 2021 and conclude on June 10, 2021. There will be no rental fee incurred for use of Leased Premises, however there will be “pass-through” costs for operational (ie, utilities) and custodial services in the amount of \$39,004.00 for the term of the lease with SBBC making monthly payments of \$13,001.33 to Broward College.



LEASE AGREEMENT

This LEASE, made by and between:

The District Board of Trustees of Broward College, Florida, a political subdivision of the State of Florida, ("College" or "Landlord") and The School Board of Broward County, Florida ("Tenant") (collectively, the "Parties").

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, it is hereby mutually agreed by and between the Parties as follows:

1. DESCRIPTION TERM AND RENT.

Landlord hereby leases unto Tenant instructional space, dining facilities, parking spaces and separate bus and parent pick-up and drop-off access to the College's property located at 1000 Coconut Creek Blvd., Coconut Creek, FL 33066 in Broward County, Florida as identified in **Exhibit A** ("Premises"), for a temporary instruction site for Rickards Middle School commencing on April 6, 2021 until June 10, 2021. The Landlord shall require Tenant to pay pass-through costs for operations and custodial services for those specific spaces within the Premises set forth in detail in **Composite Exhibit B** in the amount of \$39,004.00. The pass-through costs shall be due in monthly payments of \$13,001.33, which Tenant covenants to pay to Landlord, or its agent or at such other place as may be designated in writing by Landlord to Tenant, in advance without notice, demand or offset by the fifth day of each month during said term. An insufficient funds fee in the amount of \$35.00 plus a \$15.00 administrative fee will be charged when applicable. This Lease may be terminated by Landlord or Tenant without cause and at any time, by giving thirty (30) days written notice of termination to the other.

2. USE OF PREMISES.

- (a) Condition. Tenant accepts the Premises in "as-is" condition. Tenant may use and occupy the Premises for Tenant's temporary instruction site, general office and administrative business use, and for no other purpose whatsoever. Tenant covenants that Tenant will not permit the Premises to be occupied by any person, firm, or corporation other than Tenant and its employees unless written permission is given by the Landlord. Tenant covenants that no College equipment or property on the Premises shall be used to support any person, firm or corporation other than Tenant and its employees unless written permission is given by the College. The Premises and the use thereof cannot be transferred by the Tenant. Tenant further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon the Premises, no act or thing shall be permitted and nothing shall be kept in or about the Premises which will increase the risk of hazard of fire, and no waste shall be permitted or committed upon or any damage done to the Premises, and Tenant shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority. Tenant covenants and agrees to comply with any and all rules and regulations promulgated by Landlord from time to time concerning the Premises and the building.
- (b) Days and Times of Use. The parties agree that the Tenant's business hours hereunder will be as follows: Monday through Friday, 8:45 am until 4:00 pm.
- (c) Safety of Tenant Students. The Parties acknowledge that Tenant will provide educational instruction to minor children at the Premises. The Parties agree that Tenant shall take all action at its cost, risk and expense, necessary to develop, design, install, implement and maintain safety and security equipment, systems, procedures, protocols, and controls to insure the safety and security of its

students, including physical separation of Tenant's operation from other areas of North Campus and College faculty, staff, students, contractors, vendors and visitors.

- (d) Parking and Transportation Locations for Buses and Cars. The Tenant's locations for parking and transportation points will be as detailed in **Exhibit A**.

3. UTILITIES AND OTHER SERVICES.

Unless otherwise hereinafter specifically agreed, Landlord shall furnish Tenant, without any charge, the utilities and services listed on **Exhibit B**.

Landlord does not insure power supply from external generator for any facility within the College in the case of FP&L failures; battery back-ups shall be the responsibility of Tenant.

Landlord shall not be liable to Tenant for any loss, damage, direct, consequential or otherwise, or expense sustained or incurred by Tenant as a result of a change in the quantity or the character, or availability or suitability of any of the above utilities and services.

4. ALTERATIONS AND IMPROVEMENTS.

Tenant is prohibited from making any changes, alterations, additions and improvements to the Premises.

5. HOLD OVER BY TENANT.

Tenant may not hold over and remain in possession of the Premises after the expiration of this Lease. If Tenant remains in possession of the Premises after the expiration of this Lease until such time as Landlord has evicted Tenant, Tenant shall pay monthly an amount equal to 200% of the rent set forth in Section 1 above.

6. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$1,000,000.00 in general liability insurance, \$1,000,000.00 in automobile liability insurance, \$1,000,000.00 in professional liability insurance, \$ 1,000,000.00 in cyber liability insurance and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

7. INDEMNIFICATION.

The Parties to this Agreement are governmental entities per the provisions of Section 768.28, Florida Statutes, and thus, each party agrees to be liable to the limits as set forth in Section 768.28, Florida Statutes, for its acts of negligence or omissions which result in claims or suits against them, and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract. 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.

8. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Lease and shall be fully binding until such time as any proceeding brought on account of this Lease is barred by any applicable statute of limitations.

9. COLLEGE'S TAX EXEMPTION.

The Tenant shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Tenant shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Lease.

10. HAZARDOUS SUBSTANCES.

Tenant shall not bring any Hazardous Materials onto the Premises. For the purposes of this Lease, "Hazardous Materials" means substances regulated under federal law or by the laws of the state or municipality in which the Premises are located, and including but not limited to asbestos, radioactive and petroleum-related products. In the event Tenant brings Hazardous Materials onto the Premises, Landlord may immediately, upon giving Tenant notice, declare Tenant in default under the Lease and take whatever action Landlord deems necessary to cure the default and Tenant shall be responsible for all costs and expense associated therewith.

11. STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES.

Tenant shall be responsible to obtain any special permissions or exceptions from the State Requirements for Educational Facilities as may be applicable to grades K through 12 for the Term of this Agreement.

12. JESSICA LUNSFORD ACT.

Landlord is not required to comply with the Jessica Lunsford Act. Tenant shall be responsible for compliance with the Jessica Lunsford Act, as may be applicable, and to obtain any special permissions or exceptions from such requirements, as may be applicable, for the Term of this Agreement.

13. AMENDMENTS.

This Lease may be amended only when reduced to writing and signed by both Parties.

14. ENTIRE AGREEMENT.

This Lease states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Lease. The acceptance or acquiescence of any course of performance rendered under this Lease shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Lease shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

15. COMPLIANCE.

The Tenant, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Lease.

16. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Lease. In the event it is necessary for either Party to initiate legal action regarding the Lease, venue for all claims shall be in Broward County, Florida.

17. NO ASSIGNMENT OR SUBLETTING.

Tenant may not assign, whether by operation of law or otherwise, or sublet the Premises or any portion thereof. At Landlord's option, any assignment or sublet in violation of this provision shall be null and void.

18. DEFAULT.

If Tenant (a) fails to pay any installment of rent or other sum due hereunder within five (5) days after receipt of notice of such failure from Landlord; (b) fails to perform any of its other obligations herein contained within thirty (30) days after receipt of notice of such failure from Landlord or such additional period as is reasonably necessary to effect cure; or (c) if a petition in bankruptcy shall be filed by or against Tenant (provided Tenant shall have ninety (90) calendar days to stay any involuntary proceeding), then Landlord may, at Landlord's option, may exercise any and all remedies available at law or in equity on account of such default.

19. TERMINATION FOR CONVENIENCE.

The College may terminate this Lease with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Tenant. The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Lease.

20. SURRENDER UPON TERMINATION.

Tenant agrees that upon expiration of the lease term, or upon the termination of the lease, it will, peaceably surrender and deliver the Premises to Landlord, its agents or assigns.

Tenant further agrees that it will leave the Premises and the contents thereof in the condition existing at the commencement of this Lease, subject to reasonable wear and tear during the term of the Lease.

Tenant further agrees to allow a representative of Landlord to inspect the Premises to determine that the Premises is in the same state and repair as it was at the time it was leased to Tenant, subject to reasonable wear and tear.

21. DAMAGE TO PREMISES.

Tenant agrees that all of its personal property placed on the Premises shall be at the risk of Tenant. Tenant shall give Landlord, or to its agent, prompt written notice of any accident to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinkler and water systems, elevators, heating units, air conditioning units, plumbing and electrical wiring.

22. LANDLORD RIGHT OF ENTRY.

Landlord and any authorized employees or agents may enter the Premises, upon reasonable notice to Tenant, to inspect the same, to verify compliance with the Lease, in emergencies. To make repairs and/or provide services required by the Lease, if any, to make repairs or alterations to other parts of the building in which the Premises is located and for showing the Premises for rental.

23. FIRE OR OTHER CASUALTY.

In the event of injury to the Premises or any part thereof during said term by fire or other casualty, Tenant shall give immediate notice thereof to Landlord. If the Premises suffer minor damage on account of the casualty, as determined by Landlord, and are rendered temporarily untenable by the casualty, all rental payments shall abate until the Premises is repaired. If the Premises or building in which the Premises is located suffers more than minor damage, this Lease shall terminate effective as of the date of the casualty.

24. MAINTENANCE AND REPAIRS.

Tenant shall keep the interior, non-structural portions of the Premises and fixtures, furnishings and equipment provided by Landlord in good clean order, condition and repair, and shall deliver same to Landlord at the termination of this Lease in good order and condition, normal wear and tear excepted. Landlord covenants to keep the said Premises in good structural repair normal wear and tear and damage by fire or other casualty excepted.

25. WAIVER.

Failure of either party to insist upon strict performance of any covenant or condition of this Lease or to exercise any right or option herein contained shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

26. DISPUTES.

In the event a dispute arises which the Tenant and the Landlord cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. MARKETING.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Office of Public Affairs and Marketing, and in the case of the other party, permission must be granted by its Superintendent of Schools or his/her designee.

28. NO CONSTRUCTION AGAINST DRAFTER.

Each Party has participated in negotiating and drafting this Lease, so if an ambiguity or a question of intent or interpretation arises, this Lease is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Lease.

29. RADON GAS.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

30. NOTICES.

Any notice or demand, which, under the terms of this Lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by hand delivery or Certified mail sent to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice, or by facsimile.

Notice to Landlord shall be addressed to:

Notice to Tenant shall be addressed to:

Superintendent of Schools

The School Board of Broward County, Florida

600 Southeast Third Avenue

Fort Lauderdale, Florida 33301

Copy to: Office of General Counsel

111 East Las Olas Boulevard

5th Floor

Fort Lauderdale, FL 33301

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

31. SEVERABILITY.

Should any term or provision of this Lease be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Lease, and the Lease shall remain operable, enforceable and in full force and effect to the extent permitted by law.

32. NON-DISCLOSURE OF EXEMPT SECURITY AND FIRESAFETY PLANS AND INFORMATION.

The Parties agree to strictly comply with the non-disclosure of exempt security and firesafety plans and information as set forth and attached hereto as **Exhibit C**.

33. Public Records. The Parties shall keep, maintain and provide access to non-exempt public records as required by Section 119.0701, Florida Statutes. The Parties shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease Agreement's term and following completion of the Lease Agreement. The Parties shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Parties keeps and maintains public records upon completion of the Lease Agreement, the Parties shall meet all applicable requirements for retaining public records.

34. ADA.

The Landlord hereby represents that the Premises 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 Tenant.

35. 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.

36. Incorporation by Reference.

Exhibits A, B C attached hereto and referenced herein shall be deemed to be incorporated into this Lease Agreement by reference.

37. Force Majeure.

Neither party shall be obligated to perform any duty, requirement or obligation under this Lease 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, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, 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.

38. Survival.

All representations and warranties made herein, indemnification obligations, 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 Lease Agreement.

39. Agreement Administration.

Tenant has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Lease Agreement.

40. Counterparts and Multiple Originals.

This Lease Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the dates hereinafter subscribed.

Landlord

Signature	
Print	
Title	
Date	

(Remainder of page intentionally left blank; signature page to follow)

Tenant

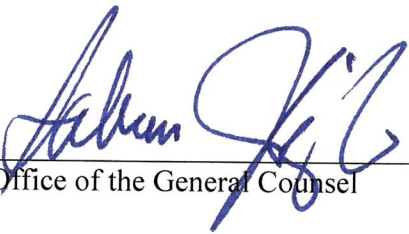
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools
Approved as to Form and Legal Content:



Office of the General Counsel

EXHIBIT A

This Attachment is confidential and has been redacted pursuant to Sections 119.071 and 281.301, Florida Statutes. The unredacted attachment will be provided to the corresponding parties.

EXHIBIT B

This Attachment is confidential and has been redacted pursuant to Sections 119.071 and 281.301, Florida Statutes. The unredacted attachment will be provided to the corresponding parties.

**NON-DISCLOSURE OF EXEMPT SECURITY AND
FIRESAFETY PLANS AND INFORMATION**

It is understood that it is the mutual desire of both The District Board of Trustees of Broward College, Florida with a principal place of business at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301 (hereinafter referred to as "College" or "Landlord"), and The School Board of Broward County, Florida with a principle place of business at 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "School Board" or "Tenant") to disclose certain confidential information pursuant to that certain lease agreement (the "Agreement") between the parties to which these terms are an exhibit.

College shall be: ☒ A Disclosing Party ☐ A Receiving Party ☐ Both

School Board shall be: ☐ A Disclosing Party ☐ A Receiving Party ☒ Both

The specific purpose of the disclosure of confidential information is to define the geographical and structural boundaries of the Premises being leased by the College to the School Board.

The confidential information to be supplied under the provisions of the Agreement relates to all security or firesafety system plans or portions thereof, and all information relating the security or firesafety systems as defined in Sections 119.071 and 281.301, F.S. as set forth in Exhibit A and Composite Exhibit B to the Lease Agreement between the Parties.

Confidential information includes any and all information, whether oral, written, in a physical embodiment or otherwise, which is disclosed for the purpose as set forth above and which is identified by the Disclosing Party at the time of disclosure as being proprietary. Information transmitted in writing must be marked "Proprietary," or "Confidential" or other similar designation in order for it to be covered under the Agreement. Information transmitted orally or visually and identified at the time as being proprietary shall be confidential information covered under the Agreement if it is identified at the time of disclosure by the Disclosing Party as being confidential or proprietary and thereafter reduced to writing by the Disclosing Party, confirming in the writing that the information is confidential or proprietary, and such writing is transmitted to the Receiving Party within ten (10) days after the oral or visual disclosure of the information.

1. The Receiving Party Agrees:
 - a. To use the confidential information only for the purpose set forth above.
 - b. To treat the information as being confidential and to protect the information with no less standard of care than the Receiving Party uses to protect its own confidential information.
 - c. To restrict circulation and disclosure of the confidential information to its employees, directors, officers or attorneys who have a need to know in connection with the purpose of the disclosure as set forth above, and to ensure that such persons are informed of the confidential nature of such information.
 - d. To hold such confidential information in confidence, and not to disclose the confidential information to any other party without the written authorization of the Disclosing Party.
 - e. To return or destroy the confidential information promptly upon request of the Disclosing Party, or, in any event, upon termination or completion of the Agreement, together with any and all copies, negatives, or reproductions thereof. One copy may be retained for archival purposes.
2. The Disclosing Party acknowledges that Receiving Party shall not be liable for disclosure or use of the confidential information which:

EXHIBIT "C"

- a. Was in the public domain at the time of its disclosure or becomes part of the public domain subsequent to time of disclosure under the Agreement through no fault of the Receiving Party; or
 - b. Was known to the Receiving Party at the time of disclosure; or
 - c. Is disclosed with the written approval of the Disclosing Party; or
 - d. Is independently developed by the Receiving Party without the use of the confidential information; or
 - e. Is rightfully furnished to the Receiving Party by a third party; or
 - f. Is disclosed by the Disclosing Party to others on a non-restricted basis; or
 - g. Is disclosed as required by law or judicial action.
3. The Agreement shall come into force as of the date of signature of the last party to sign the Agreement and shall be for a term of one (1) year thereafter; provided, however, that either party upon thirty (30) days' written notice to the other party, may terminate the Agreement on an earlier date. The Receiving Party agrees that during the term of the Agreement and for a period of three (3) years after the earlier to occur of the Agreement's expiration or termination, the Receiving Party shall not disclose the Disclosing Party's confidential information in contravention to the requirements of the Agreement nor shall the Receiving Party use such confidential information for any purpose other than as permitted by the Agreement.
 4. The Receiving Party agrees that all confidential information of the Disclosing party shall remain the property of the Disclosing party, and that the Disclosing Party may use such confidential information for any purpose without obligation to the Receiving Party. No license, express or implied, in the Disclosing Party's confidential information is granted to the Receiving Party other than to use the confidential information in the manner and to the extent authorized by the Agreement. Nothing in the Agreement obligates either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by the Agreement at any time.
 5. None of the confidential information which may be submitted and/or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights or any right of privacy, or any rights of third persons.
 6. The Agreement shall be deemed to be a contract made under the laws of the State of Florida and for all purposes it, plus any related supplemental documents and notices shall be construed in accordance with and governed by the laws of such state. In no event shall either party be entitled to indirect, punitive or consequential damages relating to the Agreement.
 7. The Agreement constitutes and expresses the entire agreement and understanding between the parties as relates to the subject matter contained in the Agreement and supersedes any previous discussions, promises, representations, and understandings relative thereto, if any.
 8. Nothing in the Agreement will prevent College from complying with the requirements of Chapter 119 and Section 1004.22(2) of the Florida Statutes regarding disclosure of public documents.
 9. If either party loses or makes unauthorized disclosure of the other party's confidential information, it shall notify such other party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.
 10. The Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Neither party may assign the Agreement without the prior written consent of the other party. This document contains the entire and exclusive agreement between the parties with respect to the subject matter hereof. Parole or extrinsic evidence shall not be used to vary or contradict the express terms of the Agreement, and recourse may not be had to alleged dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of the Agreement. Any party's failure to enforce any provision of the Agreement shall not constitute a waiver thereof or of any other provision by that party. The Agreement may not be amended or modified except by a writing signed by both parties hereto.



**OFFICE OF THE SUPERINTENDENT
ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS**

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** supt_runcie@browardschools.com

DATE: April 5, 2021

TO: School Board Members

FROM: John Sullivan, Task Assigned
Chief Portfolio Services Officer

VIA: Robert W. Runcie
Superintendent of Schools

**SUBJECT: REVISION TO AGENDA ITEM No.1, LEASE AGREEMENT WITH BROWARD COLLEGE
FOR THE APRIL 6, 2021 SPECIAL SCHOOL BOARD OPERATIONAL MEETING**

Attached is a revision for Agenda Item No. 1, Lease Agreement with Broward College for the April 6, 2021 Special School Board Operational Meeting.

Please replace the previous Agenda Request Form with the attached.

RWR/JS/COA:ts
Attachment

EXECUTIVE SUMMARY

Lease Agreement with Broward College, Florida

Due to the uninhabitable conditions of Rickards Middle School campus, The School Board of Broward County, Florida will temporarily lease instructional space and dining facilities at Broward College, Florida – North Campus (Broward College) located at 1000 Coconut Creek Blvd., Coconut Creek, FL 33066. In order to continue to provide in person educational instruction to the Rickards Middle School students, Broward County Public Schools (BCPS) staff worked to locate an appropriate alternate site to house students and staff to continue to provide quality education. Leasing the Broward College premises will also provide staff space to administer required state-wide testing to students.

The following proposed changes to school hours of operation are requested to meet the transportation needs of the student body at Rickards Middle School. The new proposed hours of operation are 9:45 a.m. – 4:15 p.m. All walk-to-school students will be provided bus transportation to Broward College. An additional eleven bus stops were added to provide a safe walk route for students, as well as reduce the number of buses picking students up at Rickards Middle School grounds. In addition, extra travel time is now required to transport students to Broward College North Campus. The Leased Premises will provide enough space for buses to enter the premises to pick-up and drop-off students as well as provide parking for staff. Maintaining student safety on the Lease Premises has also been considered by appropriate BCPS staff.

If approved by the School Board, this Lease Agreement will commence on April 6, 2021 and conclude on June 10, 2021. There will be no rental fee incurred for use of Leased Premises, however there will be “pass-through” costs for operational (ie, utilities) and custodial services in the amount of \$39,004.00 for the term of the lease with SBBC making monthly payments of \$13,001.33 to Broward College.



LEASE AGREEMENT

This LEASE, made by and between:

The District Board of Trustees of Broward College, Florida, a political subdivision of the State of Florida, ("College" or "Landlord") and The School Board of Broward County, Florida ("Tenant") (collectively, the "Parties").

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, it is hereby mutually agreed by and between the Parties as follows:

1. DESCRIPTION TERM AND RENT.

Landlord hereby leases unto Tenant instructional space, dining facilities, parking spaces and separate bus and parent pick-up and drop-off access to the College's property located at 1000 Coconut Creek Blvd., Coconut Creek, FL 33066 in Broward County, Florida as identified in **Exhibit A** ("Premises"), for a temporary instruction site for Rickards Middle School commencing on April 6, 2021 until June 10, 2021. The Landlord shall require Tenant to pay pass-through costs for operations and custodial services for those specific spaces within the Premises set forth in detail in **Composite Exhibit B** in the amount of \$39,004.00. The pass-through costs shall be due in monthly payments of \$13,001.33, which Tenant covenants to pay to Landlord, or its agent or at such other place as may be designated in writing by Landlord to Tenant, in advance without notice, demand or offset by the fifth day of each month during said term. An insufficient funds fee in the amount of \$35.00 plus a \$15.00 administrative fee will be charged when applicable. This Lease may be terminated by Landlord or Tenant without cause and at any time, by giving thirty (30) days written notice of termination to the other.

2. USE OF PREMISES.

- (a) Condition. Tenant accepts the Premises in "as-is" condition. Tenant may use and occupy the Premises for Tenant's temporary instruction site, general office and administrative business use, and for no other purpose whatsoever. Tenant covenants that Tenant will not permit the Premises to be occupied by any person, firm, or corporation other than Tenant and its employees unless written permission is given by the Landlord. Tenant covenants that no College equipment or property on the Premises shall be used to support any person, firm or corporation other than Tenant and its employees unless written permission is given by the College. The Premises and the use thereof cannot be transferred by the Tenant. Tenant further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon the Premises, no act or thing shall be permitted and nothing shall be kept in or about the Premises which will increase the risk of hazard of fire, and no waste shall be permitted or committed upon or any damage done to the Premises, and Tenant shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority. Tenant covenants and agrees to comply with any and all rules and regulations promulgated by Landlord from time to time concerning the Premises and the building.
- (b) Days and Times of Use. The parties agree that the Tenant's business hours hereunder will be as follows: Monday through Friday, 8:45 am until 4:00 pm.
- (c) Safety of Tenant Students. The Parties acknowledge that Tenant will provide educational instruction to minor children at the Premises. The Parties agree that Tenant shall take all action at its cost, risk and expense, necessary to develop, design, install, implement and maintain safety and security equipment, systems, procedures, protocols, and controls to insure the safety and security of its

students, including physical separation of Tenant's operation from other areas of North Campus and College faculty, staff, students, contractors, vendors and visitors.

- (d) Parking and Transportation Locations for Buses and Cars. The Tenant's locations for parking and transportation points will be as detailed in **Exhibit A**.

3. UTILITIES AND OTHER SERVICES.

Unless otherwise hereinafter specifically agreed, Landlord shall furnish Tenant, without any charge, the utilities and services listed on **Exhibit B**.

Landlord does not insure power supply from external generator for any facility within the College in the case of FP&L failures; battery back-ups shall be the responsibility of Tenant.

Landlord shall not be liable to Tenant for any loss, damage, direct, consequential or otherwise, or expense sustained or incurred by Tenant as a result of a change in the quantity or the character, or availability or suitability of any of the above utilities and services.

4. ALTERATIONS AND IMPROVEMENTS.

Tenant is prohibited from making any changes, alterations, additions and improvements to the Premises.

5. HOLD OVER BY TENANT.

Tenant may not hold over and remain in possession of the Premises after the expiration of this Lease. If Tenant remains in possession of the Premises after the expiration of this Lease until such time as Landlord has evicted Tenant, Tenant shall pay monthly an amount equal to 200% of the rent set forth in Section 1 above.

6. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$1,000,000.00 in general liability insurance, \$1,000,000.00 in automobile liability insurance, \$1,000,000.00 in professional liability insurance, \$ 1,000,000.00 in cyber liability insurance and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

7. INDEMNIFICATION.

The Parties to this Agreement are governmental entities per the provisions of Section 768.28, Florida Statutes, and thus, each party agrees to be liable to the limits as set forth in Section 768.28, Florida Statutes, for its acts of negligence or omissions which result in claims or suits against them, and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract. 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.

8. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Lease and shall be fully binding until such time as any proceeding brought on account of this Lease is barred by any applicable statute of limitations.

9. COLLEGE'S TAX EXEMPTION.

The Tenant shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Tenant shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Lease.

10. HAZARDOUS SUBSTANCES.

Tenant shall not bring any Hazardous Materials onto the Premises. For the purposes of this Lease, "Hazardous Materials" means substances regulated under federal law or by the laws of the state or municipality in which the Premises are located, and including but not limited to asbestos, radioactive and petroleum-related products. In the event Tenant brings Hazardous Materials onto the Premises, Landlord may immediately, upon giving Tenant notice, declare Tenant in default under the Lease and take whatever action Landlord deems necessary to cure the default and Tenant shall be responsible for all costs and expense associated therewith.

11. STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES.

Tenant shall be responsible to obtain any special permissions or exceptions from the State Requirements for Educational Facilities as may be applicable to grades K through 12 for the Term of this Agreement.

12. JESSICA LUNSFORD ACT.

Landlord is not required to comply with the Jessica Lunsford Act. Tenant shall be responsible for compliance with the Jessica Lunsford Act, as may be applicable, and to obtain any special permissions or exceptions from such requirements, as may be applicable, for the Term of this Agreement.

13. AMENDMENTS.

This Lease may be amended only when reduced to writing and signed by both Parties.

14. ENTIRE AGREEMENT.

This Lease states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Lease. The acceptance or acquiescence of any course of performance rendered under this Lease shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Lease shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

15. COMPLIANCE.

The Tenant, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Lease.

16. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Lease. In the event it is necessary for either Party to initiate legal action regarding the Lease, venue for all claims shall be in Broward County, Florida.

17. NO ASSIGNMENT OR SUBLETTING.

Tenant may not assign, whether by operation of law or otherwise, or sublet the Premises or any portion thereof. At Landlord's option, any assignment or sublet in violation of this provision shall be null and void.

18. DEFAULT.

If Tenant (a) fails to pay any installment of rent or other sum due hereunder within five (5) days after receipt of notice of such failure from Landlord; (b) fails to perform any of its other obligations herein contained within thirty (30) days after receipt of notice of such failure from Landlord or such additional period as is reasonably necessary to effect cure; or (c) if a petition in bankruptcy shall be filed by or against Tenant (provided Tenant shall have ninety (90) calendar days to stay any involuntary proceeding), then Landlord may, at Landlord's option, may exercise any and all remedies available at law or in equity on account of such default.

19. TERMINATION FOR CONVENIENCE.

The College may terminate this Lease with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Tenant. The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Lease.

20. SURRENDER UPON TERMINATION.

Tenant agrees that upon expiration of the lease term, or upon the termination of the lease, it will, peaceably surrender and deliver the Premises to Landlord, its agents or assigns.

Tenant further agrees that it will leave the Premises and the contents thereof in the condition existing at the commencement of this Lease, subject to reasonable wear and tear during the term of the Lease.

Tenant further agrees to allow a representative of Landlord to inspect the Premises to determine that the Premises is in the same state and repair as it was at the time it was leased to Tenant, subject to reasonable wear and tear.

21. DAMAGE TO PREMISES.

Tenant agrees that all of its personal property placed on the Premises shall be at the risk of Tenant. Tenant shall give Landlord, or to its agent, prompt written notice of any accident to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinkler and water systems, elevators, heating units, air conditioning units, plumbing and electrical wiring.

22. LANDLORD RIGHT OF ENTRY.

Landlord and any authorized employees or agents may enter the Premises, upon reasonable notice to Tenant, to inspect the same, to verify compliance with the Lease, in emergencies. To make repairs and/or provide services required by the Lease, if any, to make repairs or alterations to other parts of the building in which the Premises is located and for showing the Premises for rental.

23. FIRE OR OTHER CASUALTY.

In the event of injury to the Premises or any part thereof during said term by fire or other casualty, Tenant shall give immediate notice thereof to Landlord. If the Premises suffer minor damage on account of the casualty, as determined by Landlord, and are rendered temporarily untenable by the casualty, all rental payments shall abate until the Premises is repaired. If the Premises or building in which the Premises is located suffers more than minor damage, this Lease shall terminate effective as of the date of the casualty.

24. MAINTENANCE AND REPAIRS.

Tenant shall keep the interior, non-structural portions of the Premises and fixtures, furnishings and equipment provided by Landlord in good clean order, condition and repair, and shall deliver same to Landlord at the termination of this Lease in good order and condition, normal wear and tear excepted. Landlord covenants to keep the said Premises in good structural repair normal wear and tear and damage by fire or other casualty excepted.

25. WAIVER.

Failure of either party to insist upon strict performance of any covenant or condition of this Lease or to exercise any right or option herein contained shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

26. DISPUTES.

In the event a dispute arises which the Tenant and the Landlord cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. MARKETING.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Office of Public Affairs and Marketing, and in the case of the other party, permission must be granted by its Superintendent of Schools or his/her designee.

28. NO CONSTRUCTION AGAINST DRAFTER.

Each Party has participated in negotiating and drafting this Lease, so if an ambiguity or a question of intent or interpretation arises, this Lease is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Lease.

29. RADON GAS.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

30. NOTICES.

Any notice or demand, which, under the terms of this Lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by hand delivery or Certified mail sent to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice, or by facsimile.

Notice to Landlord shall be addressed to:

Notice to Tenant shall be addressed to:

Superintendent of Schools

The School Board of Broward County, Florida

600 Southeast Third Avenue

Fort Lauderdale, Florida 33301

Copy to: Office of General Counsel

111 East Las Olas Boulevard
5th Floor
Fort Lauderdale, FL 33301

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

31. SEVERABILITY.

Should any term or provision of this Lease be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Lease, and the Lease shall remain operable, enforceable and in full force and effect to the extent permitted by law.

32. NON-DISCLOSURE OF EXEMPT SECURITY AND FIRESAFETY PLANS AND INFORMATION.

The Parties agree to strictly comply with the non-disclosure of exempt security and firesafety plans and information as set forth and attached hereto as **Exhibit C**.

33. Public Records. The Parties shall keep, maintain and provide access to non-exempt public records as required by Section 119.0701, Florida Statutes. The Parties shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease Agreement's term and following completion of the Lease Agreement. The Parties shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Parties keeps and maintains public records upon completion of the Lease Agreement, the Parties shall meet all applicable requirements for retaining public records.

34. ADA.

The Landlord hereby represents that the Premises 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 Tenant.

35. 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.

36. Incorporation by Reference.

Exhibits A, B C attached hereto and referenced herein shall be deemed to be incorporated into this Lease Agreement by reference.

37. Force Majeure.

Neither party shall be obligated to perform any duty, requirement or obligation under this Lease 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, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, 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.

38. Survival.

All representations and warranties made herein, indemnification obligations, 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 Lease Agreement.

39. Agreement Administration.

Tenant has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Lease Agreement.

40. Counterparts and Multiple Originals.

This Lease Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the dates hereinafter subscribed.

Landlord

_____ Signature	_____
_____ Print	_____
_____ Title	_____
_____ Date	_____

(Remainder of page intentionally left blank; signature page to follow)

Tenant

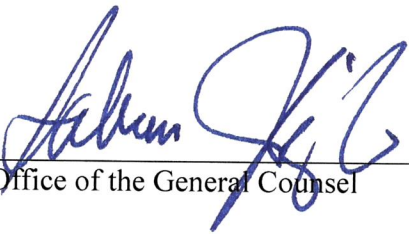
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools
Approved as to Form and Legal Content:



Office of the General Counsel

EXHIBIT A

This Attachment is confidential and has been redacted pursuant to Sections 119.071 and 281.301, Florida Statutes. The unredacted attachment will be provided to the corresponding parties.

**LEASE AGREEMENT
EXHIBIT “B”**

Tenant: The School Board of Broward County, Florida

UTILITIES AND OTHER SERVICES.

Landlord shall furnish Tenant the following utilities and services:

- Air Conditioning
- Electricity
- Janitorial services
- Water
- Pest control
- Trash removal
- College Campus Security
- Furnished offices
- Furnished meeting rooms and common areas
- High-speed internet connection and IT Services
- Fire Safety

**NON-DISCLOSURE OF EXEMPT SECURITY AND
FIRESAFETY PLANS AND INFORMATION**

It is understood that it is the mutual desire of both The District Board of Trustees of Broward College, Florida with a principal place of business at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301 (hereinafter referred to as "College" or "Landlord"), and The School Board of Broward County, Florida with a principle place of business at 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "School Board" or "Tenant") to disclose certain confidential information pursuant to that certain lease agreement (the "Agreement") between the parties to which these terms are an exhibit.

College shall be: ☒ A Disclosing Party ☐ A Receiving Party ☐ Both

School Board shall be: ☐ A Disclosing Party ☐ A Receiving Party ☒ Both

The specific purpose of the disclosure of confidential information is to define the geographical and structural boundaries of the Premises being leased by the College to the School Board.

The confidential information to be supplied under the provisions of the Agreement relates to all security or firesafety system plans or portions thereof, and all information relating the security or firesafety systems as defined in Sections 119.071 and 281.301, F.S. as set forth in Exhibit A and Composite Exhibit B to the Lease Agreement between the Parties.

Confidential information includes any and all information, whether oral, written, in a physical embodiment or otherwise, which is disclosed for the purpose as set forth above and which is identified by the Disclosing Party at the time of disclosure as being proprietary. Information transmitted in writing must be marked "Proprietary," or "Confidential" or other similar designation in order for it to be covered under the Agreement. Information transmitted orally or visually and identified at the time as being proprietary shall be confidential information covered under the Agreement if it is identified at the time of disclosure by the Disclosing Party as being confidential or proprietary and thereafter reduced to writing by the Disclosing Party, confirming in the writing that the information is confidential or proprietary, and such writing is transmitted to the Receiving Party within ten (10) days after the oral or visual disclosure of the information.

1. The Receiving Party Agrees:
 - a. To use the confidential information only for the purpose set forth above.
 - b. To treat the information as being confidential and to protect the information with no less standard of care than the Receiving Party uses to protect its own confidential information.
 - c. To restrict circulation and disclosure of the confidential information to its employees, directors, officers or attorneys who have a need to know in connection with the purpose of the disclosure as set forth above, and to ensure that such persons are informed of the confidential nature of such information.
 - d. To hold such confidential information in confidence, and not to disclose the confidential information to any other party without the written authorization of the Disclosing Party.
 - e. To return or destroy the confidential information promptly upon request of the Disclosing Party, or, in any event, upon termination or completion of the Agreement, together with any and all copies, negatives, or reproductions thereof. One copy may be retained for archival purposes.
2. The Disclosing Party acknowledges that Receiving Party shall not be liable for disclosure or use of the confidential information which:

EXHIBIT "C"

- a. Was in the public domain at the time of its disclosure or becomes part of the public domain subsequent to time of disclosure under the Agreement through no fault of the Receiving Party; or
 - b. Was known to the Receiving Party at the time of disclosure; or
 - c. Is disclosed with the written approval of the Disclosing Party; or
 - d. Is independently developed by the Receiving Party without the use of the confidential information; or
 - e. Is rightfully furnished to the Receiving Party by a third party; or
 - f. Is disclosed by the Disclosing Party to others on a non-restricted basis; or
 - g. Is disclosed as required by law or judicial action.
3. The Agreement shall come into force as of the date of signature of the last party to sign the Agreement and shall be for a term of one (1) year thereafter; provided, however, that either party upon thirty (30) days' written notice to the other party, may terminate the Agreement on an earlier date. The Receiving Party agrees that during the term of the Agreement and for a period of three (3) years after the earlier to occur of the Agreement's expiration or termination, the Receiving Party shall not disclose the Disclosing Party's confidential information in contravention to the requirements of the Agreement nor shall the Receiving Party use such confidential information for any purpose other than as permitted by the Agreement.
 4. The Receiving Party agrees that all confidential information of the Disclosing party shall remain the property of the Disclosing party, and that the Disclosing Party may use such confidential information for any purpose without obligation to the Receiving Party. No license, express or implied, in the Disclosing Party's confidential information is granted to the Receiving Party other than to use the confidential information in the manner and to the extent authorized by the Agreement. Nothing in the Agreement obligates either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by the Agreement at any time.
 5. None of the confidential information which may be submitted and/or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights or any right of privacy, or any rights of third persons.
 6. The Agreement shall be deemed to be a contract made under the laws of the State of Florida and for all purposes it, plus any related supplemental documents and notices shall be construed in accordance with and governed by the laws of such state. In no event shall either party be entitled to indirect, punitive or consequential damages relating to the Agreement.
 7. The Agreement constitutes and expresses the entire agreement and understanding between the parties as relates to the subject matter contained in the Agreement and supersedes any previous discussions, promises, representations, and understandings relative thereto, if any.
 8. Nothing in the Agreement will prevent College from complying with the requirements of Chapter 119 and Section 1004.22(2) of the Florida Statutes regarding disclosure of public documents.
 9. If either party loses or makes unauthorized disclosure of the other party's confidential information, it shall notify such other party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.
 10. The Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Neither party may assign the Agreement without the prior written consent of the other party. This document contains the entire and exclusive agreement between the parties with respect to the subject matter hereof. Parole or extrinsic evidence shall not be used to vary or contradict the express terms of the Agreement, and recourse may not be had to alleged dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of the Agreement. Any party's failure to enforce any provision of the Agreement shall not constitute a waiver thereof or of any other provision by that party. The Agreement may not be amended or modified except by a writing signed by both parties hereto.