

## **SECOND AMENDMENT TO LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (the "Second Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between

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

(hereinafter referred to as "SBBC"),

A political subdivision of the State of Florida,

having its principal place of business at

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**CITY OF HOLLYWOOD, FLORIDA**

(hereinafter referred to as the "City"),

a municipal corporation of the State of Florida

whose address is

2600 Hollywood Blvd., Hollywood, FL 33020

**WHEREAS**, on October 15, 2002, SBBC and the City entered into a forty (40) year Lease Agreement (hereafter "Lease Agreement"), to allow the City to utilize a portion of Driftwood Elementary School and Driftwood Middle School ("school grounds") for community recreational purposes; and

**WHEREAS**, the Lease Agreement permitted the City to construct a swimming pool, bath house, and community center on the school grounds for use by both schools during the schools' scheduled activities, and for use by City residents after school hours, making for a great partnership between the Parties; and

**WHEREAS**, on December 14, 2021, the City and SBBC entered into a First Amendment to the Lease Agreement to make additional improvements to enhance the recreational amenities at Driftwood Elementary and Driftwood Middle Schools, including a playground, pavilion, the installation of safety surfacing and shade system, along with installation of ancillary park equipment (benches, tables, etc.); and

**WHEREAS**, the City has expressed an interest in making a second amendment to the Lease Agreement to allow the City to make additional improvements to enhance the recreational amenities at Driftwood Elementary and Driftwood Middle Schools, and Community Center site (Exhibit A) by converting two (2) of five (5) existing tennis courts into six (6) pickleball courts (Exhibit B), at the City's sole cost and expense.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration 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 – CONDITIONS**

**2.01** Articles 2.06 and 3.13 of the Lease Agreement are hereby DELETED and REPLACED in their entirety with the following:

**2.06. Improvements.** The location of any and all recreational improvements (hereafter referred to as the “Improvements”) to be placed on the Leased Property, shall first be approved in writing by SBBC. The SBBC shall have the sole discretion to approve the location of any Improvements the City makes on the Leased Property. The SBBC’s approval of the location of the City’s Improvements shall not be unreasonably withheld. Any Improvements placed on said Leased Property without the prior written approval of SBBC shall be removed or relocated within ninety (90) calendar days of written demand by SBBC. However, the Parties may agree that any unauthorized Improvements should remain and amend this Agreement to include the use and responsibility of those Improvements.

(a) The authority to grant this approval regarding the Improvements in Lease Agreement is hereby delegated by the SBBC to the SBBC’s Chief Operations & Facilities Officer or designee, and the Chief Building Official or designee. Subject to the provisions of the foregoing paragraph, the Parties further agree that City will prepare and submit plans to the Chief Operations & Facilities Officer or designee and the Chief Building Official or designee for review and approval. Any plans must meet State of Florida Building Code Requirements, Florida Fire Protection Code, and State Requirements for Educational Facilities (hereafter referred to as the “SREF”), as may be applicable, and any other requirements imposed by applicable law. The Chief Operations & Facilities Officer or designee, and the Chief Building Official or designee shall have forty-five (45) calendar days from the date of receipt to review and comment on the submitted plans. In the event the Chief Operations & Facilities Officer or designee and Chief Building Official or designee fail to provide their review or comments within the forty-five (45) day period, the City’s plans shall be deemed approved. All design documents shall be approved by the Chief Operations & Facilities Officer or designee and the Chief Building Official or designee prior to submission to the Florida Department of Education, if required. City agrees to obtain all necessary permits, inspections, and approvals to obtain a Certificate of Occupancy from the School District, if applicable.

(b) Before the commencement of the Improvements, City shall require the engaged contractor to furnish required insurance, City shall ensure that the contractor shall be required by contract to deliver a copy of said insurance to the City. Such insurance shall remain current throughout the construction of the Improvements. City shall ensure that the contractor will cause the correction of any defective or faulty work or materials that appear after the completion of the Improvements, security fencing, and gates within the warranty period of such work performed.

(c) City shall be solely responsible for all contractual obligations to the contractor engaged to construct the Improvements.

(d) If the Improvements desired by the CITY necessitates the addition of new fencing to ensure that the Licensed Facilities containing the Improvements are properly fenced off and separated from the school campus, the CITY shall ensure the installation of such fencing at its sole cost. At a minimum, the installed fencing shall have keyed locks with gates, and the height of the new fencing shall be the same as the existing fencing in the Licensed Facilities. Also, the CITY shall provide the keys to all gates pertaining to the Licensed Facilities to the school's principal.

(e) The cost and maintenance of all Improvements made or enabled by the CITY shall be solely borne by the CITY.

(f) The CITY shall lock the gates to the Licensed Facilities after each and every use of the Licensed Facilities.

\* \* \*

**3.13 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. In the event any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Lease Agreement by either party impossible, then and thereupon, this Agreement shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its discretion, returns the facility to an operable condition.

**2.02** New Article 3.19 - Contract Administration, is hereby ADDED to the Lease Agreement as follows:

**3.19 Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Lease Agreement. Such actions shall include, but not be limited to, the immediate suspension of the use or occupancy of any or all SBBC owned facilities as a result of the anticipation of imminent existence or existence of any of the conditions listed in Article 3.13 - Force Majeure - hereinabove.

**2.03 Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Lease Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- (a) This Second Amendment to Lease Agreement; then
- (b) The First Amendment to Lease Agreement; then
- (c) The Lease Agreement.

**2.04 Other Provisions Remain in Force.** Except as modified herein, said Lease Agreement dated October 15, 2002, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have each executed this First Amendment to the Lease Agreement.

**FOR SBBC**

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Debra Hixon, Chair

\_\_\_\_\_  
Dr. Howard Hepburn  
Superintendent of Schools

Approved as to form and legal content:

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**



**THE CITY**

(Corporate Seal)

CITY OF HOLLYWOOD, FLORIDA

ATTEST:

By \_\_\_\_\_  
Josh Levy, Mayor

\_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Damaris Henlon, Esq.  
Title: Interim City Attorney