

AGENDA REQUEST FORM**The School Board of Broward County, Florida****Meeting Date**

10/15/2002

Open Agenda☐ Yes ☒ No**Time Certain Request**☐ Yes ☒ No**Agenda Item Number**

J-13

TITLE:

Lease Agreement between the City of Hollywood and The School Board of Broward County, Florida
for the Driftwood Elementary/Middle Schools Recreational Areas and Swimming Pool

REQUESTED ACTION:

Approve the Lease Agreement between the City of Hollywood and The School Board of Broward County, Florida for
the Driftwood Elementary/Middle Schools Recreational Areas and Swimming Pool.

SUMMARY EXPLANATION AND BACKGROUND:

The School Board of Broward County and the City of Hollywood has agreed to work together to bring Recreational Facilities to the schools and the community. The City, through its Capital Improvement Program, will fund in excess of 3.9 million dollars in improvements for the community and schools to include ball fields, parking, community center, lighting, and a swimming pool. As a part of the 3.9 million dollars, Broward County has allocated, through its Broward Swim Central Grant Program, \$650,000 towards the construction of a new pool. The School Board, through this agreement, made the land available over a long-term lease for the Community Center, parking lot and swimming pool.

The School Board of Broward County and the City of Hollywood will each contribute manpower and funds to maintain the facilities/improvements over the term of the lease.

The School Board Attorney has approved this lease as to form.

The City of Hollywood will execute the agreement on October 16, 2002.

MAJOR SYSTEM GOALS:

- ☐ Goal One: All students will achieve at their highest potential.
☐ Goal Two: All schools will have equitable resources.
☐ Goal Three: All operations of the school system will support and align with student achievement and needs.
☒ Goal Four: All stake holders work together to build a better school system.

FINANCIAL IMPACT:

There is no financial impact to the District for the cost of construction. There will be a future financial obligation to help maintain the pool.

EXHIBITS: (List)

1. Lease Agreement
2. Letter of Intent - City of Hollywood

BOARD ACTION**APPROVED**

(For Official School Board Records' Office Only)

SOURCE OF ADDITIONAL INFORMATIONName: Lee A. Stepanchak Phone: 954.765.6288
*L. Stepanchak***THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

DIVISION OF FACILITIES AND CONSTRUCTION MANAGEMENT
THOMAS J. CALHOUN, DEPUTY SUPERINTENDENT

Approved in Open Board Meeting on:

OCT 15 2002By: *Robert D. Parker*

School Board Chairperson

EXHIBIT 1

Lease Agreement

**LEASE AGREEMENT
BETWEEN
THE CITY OF HOLLYWOOD, FLORIDA
AND
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
FOR
DRIFTWOOD ELEMENTARY/MIDDLE SCHOOL
RECREATIONAL AREA AND SWIMMING POOL**

THIS LEASE AGREEMENT is made and entered into as of this 15th day of October, 2002 by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate existing under the laws of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

City of Hollywood
(hereinafter referred to as "CITY")
a municipal corporation
whose principal place of business is
2600 Hollywood Blvd., Hollywood, Florida 33020

WHEREAS, SBBC is the controlling body of the Public Schools of Broward County, Florida, and does own certain school sites and other real estate parcels located in the City of Hollywood, Broward County, Florida, hereinafter referred to as "school grounds"; and

WHEREAS, by reason of the heavy demands existing in the City of Hollywood as a result of the increase of the population of school children, SBBC is required to expend all of the available money for the operation of classrooms and thus is greatly limited in funds which can be made available for the development and improvements of the school grounds as parks and well-equipped playgrounds; and

WHEREAS, it is the purpose and policy of CITY to develop, operate and maintain parks and community recreational facilities; and

WHEREAS, CITY with COUNTY funding is willing to expend certain funds for the equipping and improving of a portion of the school grounds at Driftwood Elementary/Middle School to build a swimming pool, bath house, and have completed improvements to include a Community Center, existing and additional parking, and the renovation of the playing fields in conjunction with SBBC; and

WHEREAS, CITY in addition has appropriated approximately \$3,900,000.00 for the construction of a new community center, parking lots, and associated facilities; and

WHEREAS, CITY will be funded from the COUNTY'S Broward Swim Central Grant Program for approximately \$650,000.00 to build the pool and bathhouse at Driftwood Elementary/Middle School; and

WHEREAS, CITY has appropriated approximately \$400,000.00 for the construction of the pool and to upgrade the existing recreational facilities at Driftwood Elementary/Middle School; and

WHEREAS, CITY will act as Project Manager for the construction of the pool and bath house; and

WHEREAS, CITY will have all funding and legal instruments in place to guarantee 100% completion of the Pool Project to the SBBC no later than November 2003; and

WHEREAS, CITY and SBBC believe that such an arrangement will be of mutual benefit to all parties and will fill a great need in that area of the community and that cooperation between the parties hereto will result in great benefit to the citizens of Hollywood;

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

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. Termination of Existing Leases. On the date of execution of this lease agreement by both parties, the lease currently existing under the Master Lease Agreement between SBBC and CITY, executed July 6, 1978, shall become null and void and no longer have any force or effect.

2.02 Leased Property. SBBC does hereby lease to CITY an area or areas shown on the drawings and as more specifically described in the legal description attached hereto as Exhibit "A", and made a part hereof as prepared by the SBBC under the terms and conditions hereinafter set forth.

2.03 Lease Term. The term of the lease of said premises is forty (40) years from the date of the execution of this lease agreement by both parties. This lease may be renewed by mutual agreement of the parties and approval by the SBBC and the CITY Commission.

2.04 Rental. The rental shall be Ten Dollar (\$10.00) per year payable to SBBC on the yearly anniversary of the lease agreement.

2.05 Uses Permitted. The uses and purposes to which CITY shall put said premises shall be for a swimming pool, playground, community center, parking lot and recreational purposes available to the citizens of the area. The facilities herein leased are to be used strictly for recreational and community purposes. Advertising or food concessions in the pool area shall not be permitted unless specifically approved by SBBC in writing by the Principal or higher official. Both parties shall comply with Broward County's requirements for usage of the pool as more specifically set forth in the Broward County Swim Central Grant Agreement. The CITY will have priority use of the community center and will provide the school with a monthly schedule of events one month prior to the given month. The SBBC will have priority scheduling of any open calendared days for the community center during scheduled school days, and will include evening events. The CITY will have all remaining priority over the community center and the SBBC will schedule through the CITY any events they may plan. The uses of said premises by CITY shall be limited and restricted so as not to conflict in any way with use of said property by SBBC in its Public Education Program, and the use of said property by CITY shall at all times be in compliance with the laws of the State of Florida concerning the use of school property as provided in Section 2.14.

2.06 Improvements. The location of any and all recreational improvements to be placed on the leased premises, including but not limited to the swimming pool, buildings, lights, etc., other than those as shown on Exhibit "A", shall first be approved in writing by SBBC, it being intended that SBBC shall have absolute control over the location of any other recreational facilities before they are placed on the leased premises. Any facilities placed on said leased premises without the prior written approval of SBBC as to location shall immediately be removed or relocated within ninety (90) days of written demand by SBBC.

2.07 Project The CITY has planned, designed and developed a project to replace and renovate its Community Center, athletic fields and related support facilities. Included in that renovation is construction of a new shared use parking lot (South Lot) between the Community Center and Driftwood Elementary School ("Community Center Project"). Further, the CITY and its contractor will design and construct a swimming pool located between the Community Center and Driftwood Elementary School ("Pool Project"). CITY will contract for the design and construction of a 75 feet x 75 feet, Myrtha pool, with zero depth ramp to include filtration/heating systems in a pump room/storage building, pool deck with fencing, and restroom/changing facilities. The contracting of the construction of the pool is contingent upon the parties executing this Lease Agreement. Project facilities are shown on Exhibit "A" in their approximate locations, attached hereto and made a part of this Agreement. Final "as built" site plans are incorporated into this Agreement at the completion of each of the above projects. All facets of the swimming pool project shall be implemented as set forth above and in accordance with the terms and conditions of the Broward County Swim Central Grant Agreement. SBBC hereby agrees that the swimming pool project shall be utilized for public instructional swimming use and SBBC shall provide a dedication of such to extend for a minimum of Twenty-Five (25) years and shall be recorded in the Official Records for Broward County, Florida, pursuant to Section 28.222, Florida Statutes and as required by the Broward County Swim Central Grant Agreement.

2.08 Plans. CITY through its contractor will prepare and the SBBC shall review and approve the construction plans for the Project. Plans for the swimming pool and appurtenances thereto must be in accordance with Chapter 235, Florida Statutes and shall adhere to the terms and conditions set forth in the Broward County Swim Central Grant Agreement. SBBC shall have thirty (30) days from the submission of plans, to review the plans. The CITY shall have forty-five days (45) from receipt of said plans for review and comment. CITY agrees to obtain all necessary permits and approvals and to contract with a contractor for the construction of the Project. CITY will pay all monies due to the Contractor and timely perform all of its obligations under the contract with Contractor. SBBC will provide construction inspection services for the pool project in accordance with Chapter 235, Florida Statutes.

2.09 Funding

(a) The budgeted amount of the "Community Center Project", consisting of the Community Center, North and South Parking Lots, and the Ballfields are being funded by the CITY through its Capital Improvement Program, along with various State and County Grants. The anticipated investment by the CITY through its funding sources is approximately \$3.9 million dollars. The CITY will be solely responsible for the funding and construction supervision of the projects.

(b) The budgeted amount for construction of the Pool Project as of the date of this Agreement is estimated at One Million Fifty Thousand Dollars (\$1,050,000). The funding sources are identified as (1) \$650,000 from the Broward County Swim Central Grant which will be administered through a separate agreement between CITY and COUNTY attached hereto as Exhibit "B", and which funds will be exhausted prior to the CITY funding of the project; and (2) \$400,000 from the City of Hollywood's 2000-2004 Capital Improvement Program/Driftwood Ballfield and Center project which will be funded as the project exceeds county funding.

(c) In the event that either party determines there are additional improvements and costs to that portion of the Project that benefits the requesting party, the requesting party may provide such additional funding towards those improvements. The requesting party will notify the other party prior to any additional improvements being made. Either party will not withhold approval of reasonable improvements after review. The non-requesting party shall not be responsible for the funding and costs associated with any and all additional improvements.

2.10 Bond CITY agrees to deliver a copy of the contractor's performance and payment bonds to the School Board for the swimming pool project. These bonds will ensure 100% completion of the project or remedy to complete the project.

2.11 Timetable

(a) **(Pool Project)** CITY agrees that it will obtain all of the necessary permits and commence construction of the Project no earlier than the execution date of this Lease Agreement. Construction completion for all of the pool improvements shall not exceed November 2003. If the pool project is not completed by November 2003, the SBBC may elect upon 60 days written notification to the CITY to take full control of the pool project at which time the CITY will take a subordinate position with the Broward Swim Central Grant. The funding will be made available to the SBBC to complete the pool project. The take over will require the Broward County Commission amending the Broward Swim Central Grant Agreement with the City of Hollywood to allocate the funding to the SBBC. If the SBBC is unable to obtain funding from the Broward Swim Central Grant Program, the CITY agrees to fund the project through completion and pay said funds to SBBC.

(b) **(Community Center Project)** CITY agrees that it has obtained all of the necessary permits and has completed construction of the project under the original lease. The CITY has provided the SBBC with final "as built" drawings and a copy of the Certificate of Occupancy.

2.12 Termination

(a) It is specifically agreed between the parties hereto that at any time SBBC desires to cancel and/or terminate this entire lease or any designated portion of the leased area which SBBC determines is needed exclusively for school building purposes or for any other school purposes, it shall have right to do so. In the event SBBC so elects, CITY shall be given ninety (90) days written notice prior thereto and in the event of cancellation, SBBC shall reimburse CITY for the then remaining depreciated value of CITY installed recreational facilities, including but not limited to the swimming pool. Further, in the event that SBBC desires to terminate the lease as to the swimming pool, SBBC shall also be responsible for reimbursing Broward County for the grant funding for the project in accordance with the Broward County Swim Central Grant. In the event the parties hereto cannot mutually agree on said value for the recreational facilities including the CITY's investment portion for the swimming pool, same shall be appraised by three (3) appraisers; one selected by SBBC; one selected by CITY; and the third appraiser selected by the two appraisers appointed to cancel this lease as to the combined Appraisers determination in this regard shall be conclusively binding upon all parties.

(b) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount SBBC shall pay. It is further agreed that SBBC shall be obligated to pay the fee of the appraiser selected by SBBC; CITY shall be obligated to pay the fee of the appraiser selected by CITY; CITY and SBBC shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(c) CITY shall likewise have the unqualified right of cancellation of this lease, in whole or as to any designated portion or area of property subject hereto upon ninety (90) days written notice of cancellation to the SBBC. If, upon cancellation by CITY, the Broward Swim Central Grant Program seeks a reimbursement of funds, the CITY agrees to reimburse the Broward Swim Central Grant Program.

2.13 Maintenance.

RECREATIONAL GROUNDS

(a) It shall be the responsibility of CITY to keep the recreational grounds herein leased clean, sanitary and free from trash and debris, and also the recreational grounds shall be mowed to prevent unsightly accumulation of weeds and other vegetation. Upon failure of CITY to comply with the provisions of this section, SBBC shall give written notice to CITY of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing, CITY has not commenced to complete the cleaning and/or mowing of said recreational area, SBBC shall have the right to enter upon the premises, remove trash and debris from the area, or mow the area and charge CITY the cost to SBBC for such services. Billing for trash and debris removal or mowing shall be on a per-cleaning or per-mowing basis and shall be due and payable within thirty (30) days after receipt of said billing by CITY.

(b) Notwithstanding any of the provisions of the foregoing paragraph, the parties further agree that CITY, in addition to the above, will clean up the premises after each and every event it sponsors, and SBBC will be responsible to clean after each and every event it sponsors.

POOL AND BATH HOUSE

(a) The upkeep and maintenance of pool deck areas herein leased by SBBC to CITY shall be borne by CITY, and CITY agrees at all times to keep the areas herein leased and the equipment placed on said areas properly maintained. SBBC will maintain the pool chemical, mechanical, and filtration systems. SBBC will perform daily and other regular pool maintenance to include chemical balancing, backwashing and other pool maintenance functions. SBBC agrees to maintain pool at least 80 degrees F, and the pool shall be heated if necessary, as well as, adhere to other maintenance requirements set forth in the Broward County Swim Central Grant Agreement.

(b) In the event Major repairs are required, the parties shall meet and mutually agree on the appropriate action to be taken for such repairs and the method of payment by the respective parties. Major repairs to pool shall be completed on a pro-rata basis with both parties paying fifty (50%) percent of the cost of the major repair. A major single repair is considered any repair over \$10,000.00. Major repairs include pump systems, chlorination system, floor and wall system repair, and deck work. If a mutual agreement is not reached, the SBBC and the CITY shall enter into mediation for a final determination.

COMMUNITY CENTER

(a) The community center will be maintained on a daily basis by the CITY. The SBBC and other users are required to clean up the occupied space after each event. The CITY will be responsible for the full maintenance of the building including HVAC, electrical, mechanical, and structural repairs.

2.14 Hours of Operation.

RECREATIONAL GROUNDS

(a) The recreational areas herein leased will be under the control of CITY during the hours the school on the property adjacent to the leased area is in session, excluding school scheduled activities. During off-school hours, when the leased area is officially open by CITY, control and use of the area will be under the jurisdiction of CITY.

POOL AND BATH HOUSE

(a) The pool area will be under the control and supervision of the CITY at all times during the term of this agreement when the CITY is utilizing the pool. When SBBC is utilizing the pool, the pool area will be under the sole control and supervision of the SBBC; the and CITY shall not be responsible for nor liable to SBBC, its employees, agents, representatives, students or invitees. Further, the pool will be under the control of SBBC when SBBC is fulfilling its maintenance responsibilities. Both parties shall comply with Broward County's requirements for usage of the pool as more specifically set forth in the Broward County Swim Central Grant Agreement. SBBC shall have priority use of the pool during normal school hours, will provide life saving devices and a lifeguard during all events for the school, and shall schedule all activities through the Director of Parks, Recreation, and Cultural Arts for the CITY or his designee. CITY staff may be employed by SBBC if sufficient qualified staff is not available. Rates, terms, and conditions for use of CITY Staff will be negotiated on a case-by-case basis between appropriate representatives of each party. At all other times that the pool is not in use by the SBBC, CITY shall be able to schedule events and activities for the use of the pool.

COMMUNITY CENTER

(a) Community Center and the North Parking Lot will be under the control of the CITY, however, any request made by the School Board shall not be unreasonably withheld. It will be the responsibility of the designated CITY official and the Principal's designee to meet regularly to share schedules and coordinate all upcoming events. Should the School Board have a compulsory need for the Community Center, due to, no other available space on the campus to accommodate their event, then and only then may the School Board default any scheduled event. In light of a default, the School Board will be required to place that scheduled event in another location owned by the School Board on or off the campus.

(b) The South Parking Lot herein leased will be under the control of SBBC during the hours the school on the property adjacent to the leased area is in session. During off-school hours, when the leased area is officially open and being utilized by the CITY, control and use of the area will be under the jurisdiction of the CITY. Both parties will make best efforts to inform the other of their event(s) and operating schedules so as to minimize conflicting uses.

(c) **Conflicting Uses.** Should a conflict of use arise, the parties agree to meet and discuss resolution of the conflict at the earliest possible opportunity.

2.15 Ownership of Improvement at Lease Expiration. At the expiration of the lease, all permanent recreational facilities such as the swimming pool, playground equipment shall become the property of SBBC and CITY shall have the right to remove all moveable (non-permanent) recreational facilities. SBBC shall pay the CITY the value of the recreational facilities as determined by a group of appraisers as outlined in Paragraph 2.12.

2.16 Indemnification. Each party agrees to be fully responsible for its acts of negligence, or its employees or agent's acts of negligence when acting within the scope of this Agreement and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable. 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.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 except for Broward County pursuant to the Broward County Swim Central Grant 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 manner arising out of any contract.

3.03 Non-Discrimination. The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 Records. 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 of non-compliance with that law. SBBC also agrees to be bound by all record requirements as set forth in the Broward County Swim Central Grant Agreement.

3.05 Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements including the Broward County Swim Central Grant Agreement 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.

3.06 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.

3.07 Preparation of Agreement. The Parties acknowledge that they have sought and obtained whatever competent advise 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.

3.08 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. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.09 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.

3.10 Governing Law. 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.

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

3.12 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 assignment of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.13 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.

3.14 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.

3.15 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.16 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
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With a Copy to: Executive Director
Facilities Management Planning & Site Acquisitions
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To CITY: City Manager
City of Hollywood
2600 Hollywood Blvd
Hollywood, Florida 33020

With a Copy to: Director
Dept. of Parks, Recreation, and Cultural Arts
City of Hollywood
1940 Harrison Street – Ste. 101
Hollywood, Florida 33020

3.17 Captions. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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 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.

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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Robert D. Parks
Dr. Robert D. Parks, Chairperson

ATTEST:

Franklin L. Till, Jr.
Superintendent of Schools

Approved as to Form:

Susan Marks
School Board Attorney

FOR CITY

CITY OF HOLLYWOOD, a municipal corporation
of the State of Florida

By: Mara Giuliani
Mara Giuliani, Mayor

ATTEST:

Patricia A. Cerny
Patricia A. Cerny, CMC/AAE
City Clerk

Approved as to Form & Legality
for the use and reliance of the
City of Hollywood, Florida, only.

Daniel L. Abbott
Daniel L. Abbott, City Attorney

Approved by:

Cameron Benson
Cameron Benson, City Manager
or his designee, Director of Parks,
Recreation and Cultural Arts

EXHIBIT "A"

EXHIBIT "A"

DRIFTWOOD ELEMENTARY AND MIDDLE SCHOOLS

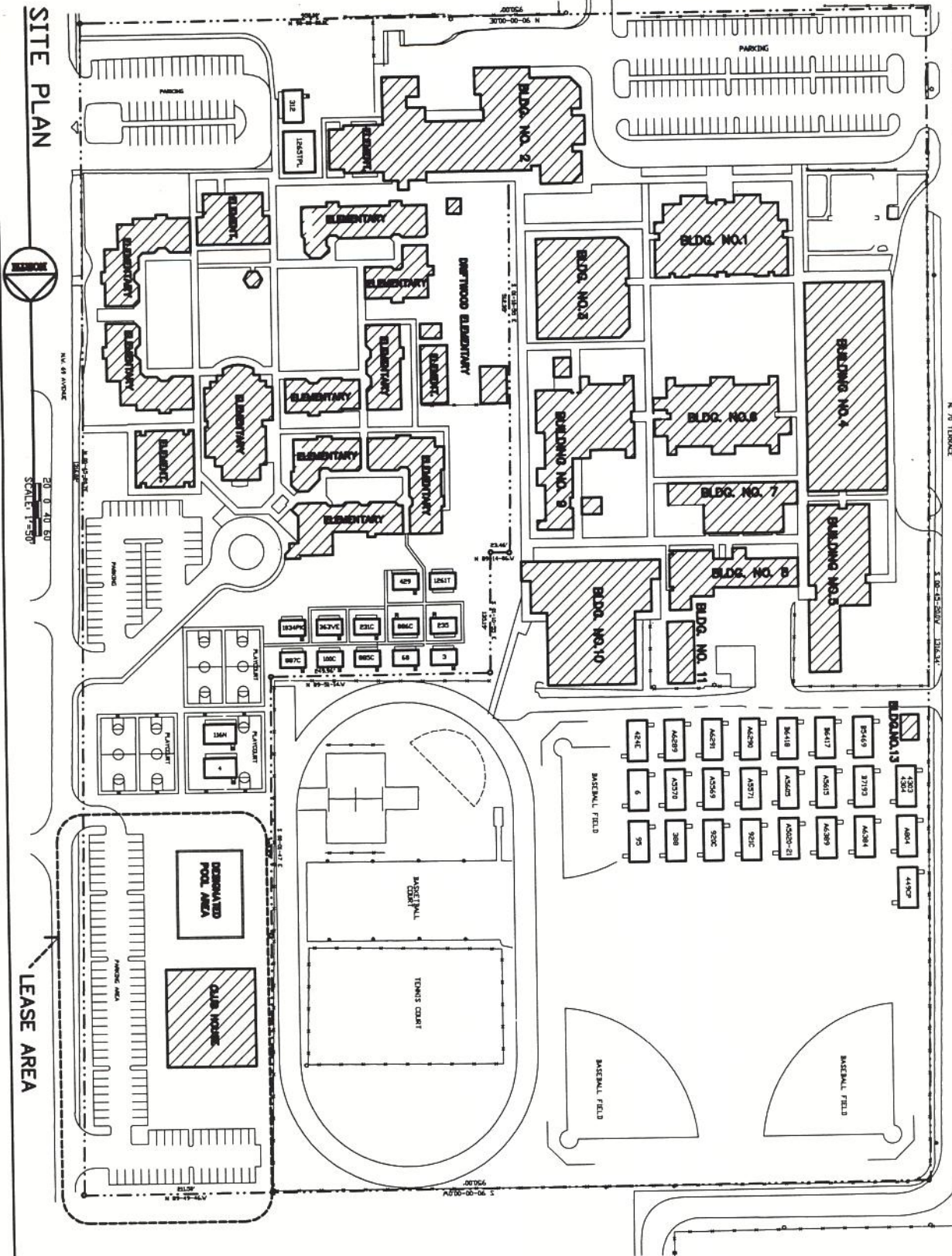
LEGAL DESCRIPTION

**ALL OF BLOCKS 1, 2, 17, 18, AND 19, AND ALSO LOT 6 OF BLOCK 3, OF
"DRIFTWOOD ACRES No. 20", AS RECORDED IN PLAT BOOK 42, PAGE 18
OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.**

TOGETHER WITH:

**THE EAST 975.0 FEET OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$) OF
THE NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$) OF THE SOUTHWEST ONE-
QUARTER (S.W. $\frac{1}{4}$) AND THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$) OF
THE NORTHEAST ONE QUARTER (N.E. $\frac{1}{4}$) OF THE SOUTHWEST ONE
QUARTER (S.W. $\frac{1}{4}$) LESS THE SOUTH 131.0 FEET THEREOF, AND LESS
THE EAST 25.0 FEET THEREOF, ALL IN SECTION 2, TOWNSHIP 51 SOUTH,
RANGE 41 EAST, BROWARD COUNTY, FLORIDA, CONTAINING 28.87
ACRES, MORE OR LESS.**

SITE PLAN



LEASE AREA

SHEET No. 1

of 1

SHEET TITLE
SITE PLAN

PROJECT NAME
PARCEL

PROJECT NUMBER
0067

PROJECT FACILITY
0067

PROJECT ADDRESS
0067

PROJECT CITY
0067

PROJECT STATE
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PROJECT ZIP
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PROJECT COUNTY
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THE SCHOOL BOARD
OF
BROWARD COUNTY
FLORIDA

SOUTH AREA

PROJECT PROJECT
0067

CAPITAL PLANNING
AND PROGRAMMING

DRIFTWOOD
MIDDLE SCHOOL

2781 N. 70 TERRACE,
MOUNTAIN VIEW, FLORIDA 33122

1700 S.W. 14th, COAST
FL, LAUDERDALE, FLORIDA 33312

PROJECT PROJECT
0067

CADD FILE NAME: F7006151
ORIGINAL ISSUE DATE:
JULY 1, 1997

No.	DATE	BY	APPROVED
1	04-20	KAA	REVISED SURVEY (2000)

EXHIBIT 2

Letter of Intent – City of Hollywood



CITY of HOLLYWOOD, FLORIDA

Cameron D. Benson
City Manager

September 24, 2002

Lee Stepanchak, Executive Director
Facility Management, Planning and Site Acquisition
The School Board of Broward County
600 SE 3rd Avenue
Fort Lauderdale, FL 33301

Re: Driftwood Swimming Pool and Recreational Facilities – Lease and Use Agreement

Dear Ms. Stepanchak:

This letter is to notify you of the City of Hollywood's intent to agenda for City Commission approval an agreement with the School Board of Broward County for lease, renovation, and use of the swimming pool and recreational facilities on the Driftwood Elementary/Middle School campus.

We understand that this agreement is being put on the October 15, 2002, School Board Agenda for approval. We will present it to our City Commission on Wednesday, October 16, 2002.

We look forward to working with the School Board toward another successful joint effort that will benefit our community.

Sincerely,


Cameron D. Benson
City Manager

c: Carol Andrews, School Board Member
David Flaherty, Director, Parks, Recreation and Cultural Arts
Jack Mathison, Assistant Director, Parks, Recreation and Cultural Arts
Charles Fink, Manager, Planning, Real Estate and Env. Permitting, SBBC
Jerry Linkous, Project Manager, Facilities and Construction Mgt. SBBC

OFFICE OF THE CITY MANAGER

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