

RESOLUTION NO. R-2002-359

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF HOLLYWOOD FOR THE DRIFTWOOD COMMUNITY CENTER, SWIMMING POOL AND RELATED PARKING.

WHEREAS, The School Board of Broward County (SBBC) and the City of Hollywood (City) determined there is a mutual benefit to the construction and use of the Driftwood Community Center, Swimming Pool and related parking; and

WHEREAS, the City has identified and allocated funding for such projects in its capital project budget for FY2001 along with State and County Grants; and

WHEREAS, funding for the attached agreement has been appropriated and exists in various accounts; and

WHEREAS, the use of the facilities to be constructed requires an operating agreement and a lease for the premises;

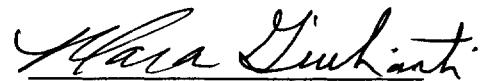
NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

RESOLUTION: Driftwood Community Center, Swimming Pool and Related Parking
Lease Agreement

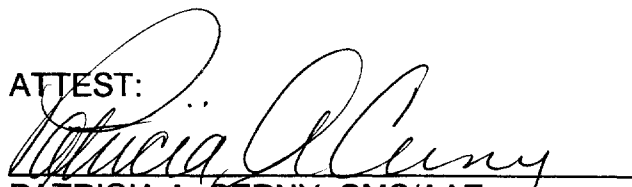
Section 1: That it hereby approves and authorizes the execution, by the appropriate City Officials, of the attached lease agreement between the School Board of Broward County, Florida and the City of Hollywood, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 2: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 16 day of Oct, 2002.


MARA GIULIANTI, MAYOR

ATTEST:


PATRICIA A. CERNY, CMC/AE
CITY CLERK

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.


DANIEL L. ABBOTT, CITY ATTORNEY

**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 16th 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

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.

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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Robert D. Parks, Chairperson

Franklin L. Till, Jr.
Superintendent of Schools

Approved as to Form:

School Board Attorney

FOR CITY

ATTEST:

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

Patricia A. Cerny, CMC/AAE
City Clerk

By: _____
Mara Giuliani, Mayor

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

Approved by: _____
Cameron Benson, City Manager
or his designee, Director of Parks,
Recreation and Cultural Arts

Daniel L. Abbott, City Attorney

EXHIBIT "A"

DRIFTWOOD ELEMENTARY AND MIDDLE SCHOOLS

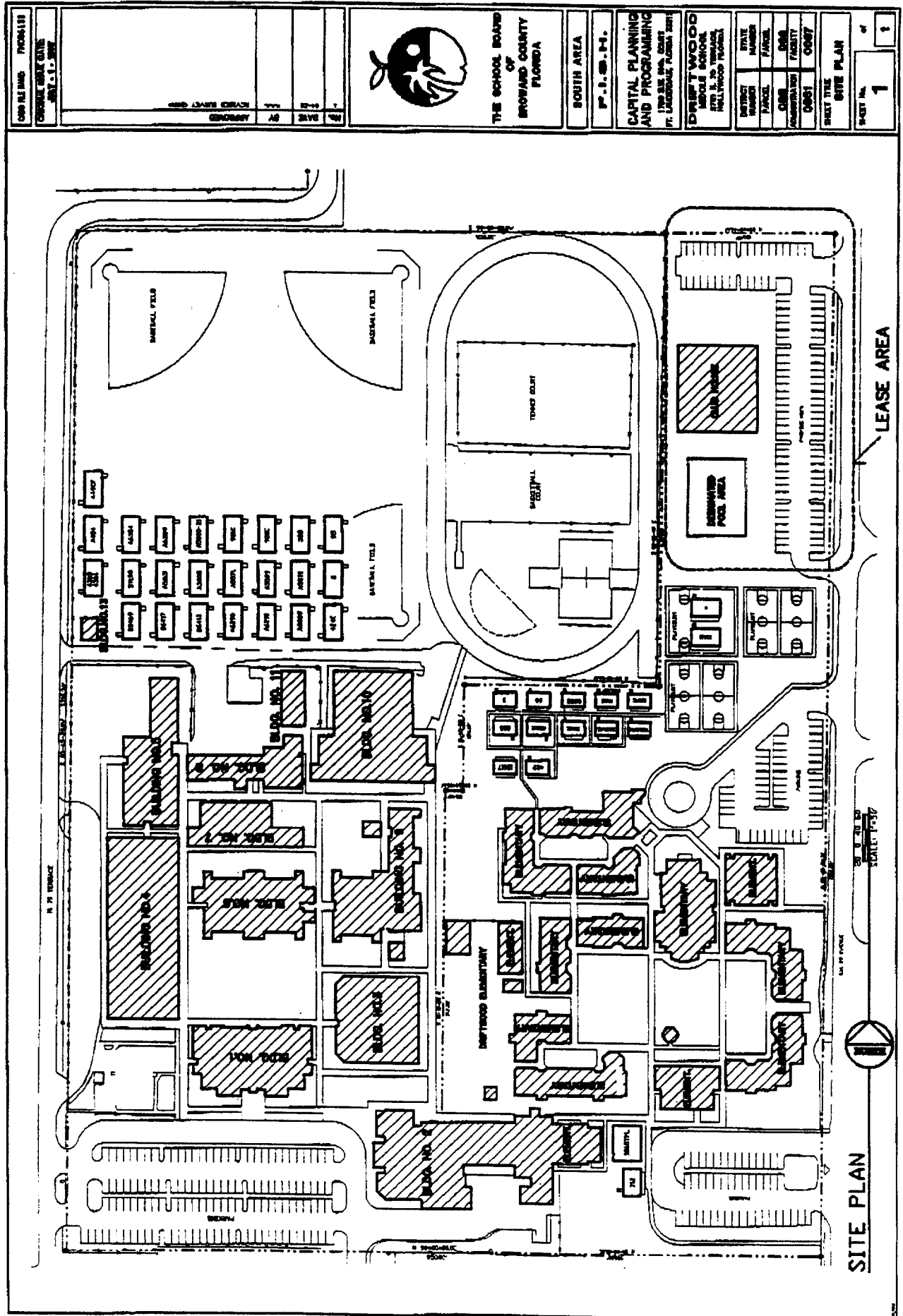
LEGAL DESCRIPTION

**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.**

Exhibit A



1-2001-047
2/2/01

A G R E E M E N T

Between

BROWARD COUNTY

and

CITY OF HOLLYWOOD

for

BROWARD COUNTY SWIM CENTRAL GRANT PROGRAM

FY 2001

(GOVERNMENTAL ENTITY FORM)

PROJECT NO. HOL-S-001

(DRIFTWOOD COMMUNITY POOL)

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A G R E E M E N T

Between

BROWARD COUNTY

and

CITY OF HOLLYWOOD

for

BROWARD COUNTY SWIM CENTRAL GRANT PROGRAM

FY 2001

This Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

and

City of Hollywood, a municipal corporation of the state of Florida, hereinafter referred to as "CONTRACTOR."

WHEREAS, pursuant to the passage by the Broward County electorate of the 2000 Broward County Safe Parks and Land Preservation Bond Issue, Nineteen Million Eight Hundred Thousand Dollars (\$19,800,000) has been allocated for the SWIM Central Grant Program to benefit municipal parks and recreation systems within the geographic boundaries of Broward County and eligible nonprofit organizations that operate instructional swimming facilities within the geographic boundaries of Broward County; and

WHEREAS, the Broward County Parks and Recreation Advisory Board recommended funding to assist CONTRACTOR with approved expenses pursuant to the Board of County Commissioners' action on December 12, 2000 (Item #64), and the 2000 Broward County Safe Parks and Land Preservation Bond Program and its implementing regulations; and

WHEREAS, the Board of County Commissioners has determined that these expenditures serve a COUNTY and public purpose and are authorized by the 2000 Broward County Safe Parks and Land Preservation Bond Program; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement - Agreement shall mean this document and other terms and conditions which are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Board - The Broward County Board of County Commissioners.
- 1.3 Contract Administrator - The Director of the Broward County Parks & Recreation Division, or the designee of such Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CONTRACTOR and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services of this Agreement.
- 1.4 County Attorney - The chief legal counsel for COUNTY, who directs and supervises the Office of County Attorney pursuant to Section 4.03 of the Broward County Charter.
- 1.5 Grant Program - The allocation of Nineteen Million Eight Hundred Thousand Dollars (\$19,800,000.00) under the 2000 Broward County Safe Parks and Land Preservation Bond Program to be utilized for SWIM Central Grant awards to eligible municipalities and eligible nonprofit organizations within the geographic boundaries of Broward County, Florida, under the Grant Program Guidelines (Exhibit "A" attached hereto).
- 1.6 Project - The Project consists of the services described in Article 2.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 CONTRACTOR shall perform all services identified in this Agreement, the Grant Program Guidelines attached hereto as Exhibit "A," the Grant Project Description, Grant Project Timetable /Schedule, and Grant Project Cost/Budget attached hereto as Exhibit "B," and evidence of Project site ownership or lease attached hereto as Exhibit "C." The parties agree that the Scope of Services is a description of CONTRACTOR's obligations and responsibilities and is deemed

to include preliminary considerations and prerequisites, and all labor, materials, equipments, and tasks, which are such an inseparable part of the work described, that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.

- 2.2 The Contract Administrator may approve changes to the Scope of Services, Project description, unit of services, and changes within the categories of expenditures listed in Exhibit "A," provided that the total grant dollars awarded to CONTRACTOR remains unchanged, the revisions are consistent with the grant application and the SWIM Central Program guidelines, and the revisions do not diminish the quantity or quality of services to be provided.
- 2.3 CONTRACTOR agrees that the Project, when completed, shall be utilized for public instructional swimming uses. The dedication shall 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. CONTRACTOR further agrees to return to COUNTY all funds tendered for the Project in the event the Project becomes utilized during this period for other than the purposes of the Project.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end three (3) years after this Agreement is fully executed. CONTRACTOR may request up to two (2) extensions of up to one (1) year each for its performance completion of the Project, subject to approval by COUNTY's County Administrator. Any extension request shall be in writing and delivered to the Contract Administrator at least sixty (60) days prior to the end of the term.
- 3.2 CONTRACTOR agrees that it will comply with the construction time table included in Exhibit "B," attached hereto, excepting bona fide force majeure delays.

ARTICLE 4

COMPENSATION

- 4.1 COUNTY agrees to pay CONTRACTOR, in the manner specified in Section 4.3, the total amount not to exceed of **Six Hundred Fifty Thousand Dollars (\$650,000.00)** for CONTRACTOR's Project pursuant to this Agreement. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum

payable and constitutes a limitation upon COUNTY's obligation to compensate CONTRACTOR for services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred for the Project from the Scope of Services.

- 4.2 The Contract Administrator is responsible for ensuring performance of the terms and conditions of this Agreement and shall approve all requests from CONTRACTOR for payment prior to payment being made. CONTRACTOR shall furnish to the Contract Administrator a copy of the Project's construction contract(s) within fifteen (15) days of full execution of same.

4.3 METHOD OF BILLING AND PAYMENT

- 4.3.1 CONTRACTOR may submit an invoice(s) for payment on this Project after the Project has been completed in each of four (4) segments as follows:

Twenty-five Percent (25%) of the total COUNTY payment set forth in Section 4.1 above after completion of Twenty-five Percent (25%), Fifty Percent (50%), Seventy-Five Percent (75%) and One Hundred Percent (100%) of the Project's development, minus the retainage amount described in Section 4.4 below. The amounts withheld, including retainage, shall not be subject to payment of interest by COUNTY.

The final invoice must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred. CONTRACTOR agrees that it shall allocate no more than Twelve Percent (12%) of the total COUNTY payment to the Project's architectural/engineering costs.

- 4.3.2 Documentation as required in Exhibit "A" must accompany any request for payment. Invoices shall be certified by CONTRACTOR's authorized official.
- 4.3.3 COUNTY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement

and must be submitted on the form and pursuant to instructions prescribed by COUNTY. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

- 4.4 COUNTY shall retain Ten Percent (10%) of the total COUNTY portion of the Project amount until the Project is completed pursuant to this Agreement and the attached Exhibits. The retained amount shall be paid to CONTRACTOR in the same manner and under the same conditions and requirements as those for the final payment of COUNTY's portion of the Project amount. For example, if the amount of COUNTY's grant to CONTRACTOR for the project is Two Hundred Fifty Thousand Dollars (\$250,000.00), then Twenty-five Thousand Dollars (\$25,000.00) will be retained until Project completion.
- 4.5 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator. The amount withheld shall not be subject to payment of interest by COUNTY.
- 4.6 If it becomes necessary for COUNTY to demand a refund of any or all funds paid to CONTRACTOR pursuant to this Agreement, CONTRACTOR agrees to remit said funds to COUNTY within sixty (60) days after notification by COUNTY of the reason for the demand for repayment. If not returned within sixty (60) days, CONTRACTOR understands and agrees that any further CONTRACTOR requests for funding, as to this or any other program under COUNTY's administration, may be denied until the funds have been returned.
- 4.7 This Agreement strictly prohibits the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- 4.8 Payment shall be made to CONTRACTOR at:

**David Flaherty, Director
Parks, Recreation, and Cultural Arts
City of Hollywood
1940 Harrison Street, Suite 101
Hollywood, Florida 33020**

ARTICLE 5

LIABILITY

CONTRACTOR is a state agency or subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents, contractors, or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties, in any matter, arising out of this Agreement or any other contract.

ARTICLE 6

INSURANCE

CONTRACTOR is a state agency as defined by Section 768.28, Florida Statutes, and CONTRACTOR shall furnish the Contract Administrator with written verification of liability protection, in accordance with state law prior to final execution of this Agreement.

ARTICLE 7

TERMINATION

- 7.1 This Agreement may be terminated for cause by action of the Board or by CONTRACTOR upon thirty (30) days written notice by the party that elected to terminate, or for convenience by action of the Board upon, not less than, Ten (10) days written notice by the Contract Administrator. This Agreement may also be terminated by the Contract Administrator upon such notice as the Contract Administrator deems appropriate under the circumstances, in the event the Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, except that notice of termination by the Contract Administrator which the Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date this Agreement is terminated;

however, upon being notified of COUNTY's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration for COUNTY's right to terminate this Agreement for convenience.

- 7.4 COUNTY shall have the right to terminate this Agreement and demand refund of grant funds provided to CONTRACTOR for noncompliance with the terms and conditions of the Grant Program guidelines. Failure to comply with these terms and conditions shall result in COUNTY declaring CONTRACTOR ineligible for further participation in the Grant Program until such time as CONTRACTOR complies therewith.
- 7.5 In the event this Agreement is terminated, any compensation payable by COUNTY shall be withheld until all documents are provided to COUNTY pursuant to Section 9.1 of Article 9.

ARTICLE 8

FINANCIAL STATEMENTS

- 8.1 Within one hundred twenty (120) days after the expiration of this Agreement, CONTRACTOR shall provide to COUNTY two (2) copies of a schedule of revenues and expenditures and special report on specific accounts to account for services and/or projects during CONTRACTOR's fiscal years for which funds were provided. The report shall be prepared by an independent certified public accountant or CONTRACTOR's internal auditor in a form acceptable to COUNTY's Commission Auditor. The schedule of revenues and expenditures shall include:
- a. All revenues relating to the services and/or Project classified by the source of the revenues.
 - b. All expenditures relating to the services and/or Project classified by the type of expenditures, to include the criteria set forth in Exhibits "A" and "B" of this Agreement.
- 8.2 If the special report is prepared by an independent certified public accountant, it shall be in accordance with Section 623 of the Codification of Statements on Auditing Standards as promulgated by the American Institute of Certified Public Accountants. If the special report is prepared by CONTRACTOR's internal

auditor, it shall be as nearly in accordance with those sections as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. A transmittal letter signed by CONTRACTOR's internal auditor must accompany the special report. The special report shall include:

- a. The statement, "No funds, including interest earned on such funds, are due back to the County" or, it shall include a listing of funds, including interest earned on such funds, which are due back to COUNTY.
 - b. An opinion (finding, in the case of an internal auditor) as to whether the funds received under the applicable grant agreement with COUNTY have been expended in accordance with this Agreement.
- 8.3 The special report shall include all requirements of Section 8.2 above for the entire scope of the services or Project covered by this Agreement, even if a part of the services or Project were performed during the previous fiscal year(s) or continue past the end of CONTRACTOR's current fiscal year.
- 8.4 Any corrections to the special report requested by COUNTY shall be made and submitted to COUNTY, in writing, within sixty (60) days after written request is received.
- 8.5 Failure of CONTRACTOR to meet these financial reporting requirements shall result in suspension of payment under this Agreement or any subsequent grant agreement in effect and disqualify CONTRACTOR from obtaining future grant awards until such financial statements are received and accepted by COUNTY.
- 8.6 CONTRACTOR acknowledges submission of financial statements to any other Broward County office, agency, or division does not constitute compliance with requirements to submit that material to the Contract Administrator for this Agreement.
- 8.7 CONTRACTOR agrees to reimburse COUNTY any and all funds not used in strict compliance with this Agreement.

ARTICLE 9

MISCELLANEOUS

9.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of COUNTY, and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to inspect the Project, as well as the right to audit the books, records, and accounts of CONTRACTOR that are related to this Project. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Project.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

9.3 **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code,

Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

- 9.3.1 CONTRACTOR, and any construction contract it enters into for the Project, shall comply with COUNTY's Small Disadvantaged Business Enterprise (SDBE) Affirmative Action Program, set forth in Article XIV, Section 20-275, Broward County Code of Ordinances, requiring goals in all procurement activity at One Hundred and Fifty-Thousand Dollars (\$150,000) or above for construction services; Seventy-Five Thousand Dollars (\$75,000) or above in total contract value for architectural/engineering and related services; and Fifty Thousand Dollars (\$50,000) or above in total contract value for all other goods and services. This Project is for **\$650,000.00** for **Swimming Pool Construction** services.
- 9.3.2 COUNTY and CONTRACTOR agree that prime and subcontract awards to Small Disadvantaged Business Enterprises and Minority - Majority Joint Ventures are crucial to the achievement of the Project's SDBE participation goals. In an effort to assist in achieving the established goals for this Project, CONTRACTOR agrees to take affirmative actions to meet the current SDBE participation goals established below.
- 9.3.3 This Agreement has the following SDBE numerical goals:
- | <u>Minority Business Enterprise</u> | |
|-------------------------------------|-----|
| ▶ Construction Services | 15% |
| ▶ A/E-Professional Services | 10% |
| ▶ Commodities/Other Goods/Services | 5% |
- (Participating Categories include African American, Asian/Native American, Hispanic, Women)
- The total assigned SDBE goals for this Agreement is: **25 %.**
- 9.3.4 CONTRACTOR incorporates by Exhibit "D" the names, addresses, scope of work, and dollar value of SDBE participation on the Schedule of SDBE Participation. CONTRACTOR understands that each minority and women-owned firm utilized on the Project to meet Project goals must be certified by the Broward County Division of Equal Employment & Small Business Opportunity.

9.3.5 CONTRACTOR understands that it is the responsibility of the Contract Administrator and the Broward County Division of Equal Employment & Small Business Opportunity to monitor compliance with the SDBE requirements. In that regard, CONTRACTOR agrees to furnish quarterly reports to both parties on the progress of SDBE participation commencing with the end of the first quarter of this Agreement.

9.4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

9.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, 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 either of them based upon this Agreement.

9.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same, as set forth herein, until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Director
Broward County Parks & Recreation Division
950 Northwest 38th Street
Oakland Park, Florida 33309

FOR CONTRACTOR:

**David Flaherty, Director
Parks, Recreation, and Cultural Arts
City of Hollywood
1940 Harrison Street, Suite 101
Hollywood, Florida 33020**

9.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement except as authorized by Exhibit "A."

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s), provided to or on behalf of CONTRACTOR, shall be comparable to the best local and national standards.

9.8 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

9.9 AMENDMENTS

Except for the provisions set forth in Article 2, 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 the Board and CONTRACTOR.

9.10 WAIVER OF BREACH AND MATERIALITY

Failure by COUNTY 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.

9.11 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

9.12 SEVERANCE

In the event this Agreement, or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONTRACTOR elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.13 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express 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.

9.14 PRIORITY OF PROVISIONS

In the event of a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Florida Statutes, Florida Administrative Code, and Broward County Code of Ordinances, shall prevail and be given effect.

9.15 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

9.16 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms, hereof, shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 9.9 above.

9.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A", "B" and "C" are incorporated into and made a part of this Agreement.

9.18 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through the County Administrator, authorized to execute same by Resolution approved by the BOARD, and City of Hollywood, signing by and through its officer, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its
County Administrator

Herindo T. Atanga

By R. [Signature]
County Administrator

David DeAubshaus

4th day of April, 2002

Insurance requirements
approved by Broward County
Risk Management Division

By Mary M. [Signature]

Approved as to form by
Office of the County Attorney
EDWARD A. DION, COUNTY ATTORNEY
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Patrice M. Eichen
Patrice M. Eichen
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD FOR
BROWARD COUNTY SWIM CENTRAL GRANTS PROGRAM

CONTRACTOR

WITNESSES:

Maria Guinke

Joel D'Andrea

ATTEST:

Kathricia A. Coney
City Clerk

(CORPORATE SEAL)

City of Hollywood

By Mara Giuliani
Mara Giuliani
Mayor

Title

15th day of March, 2002

APPROVED AS TO FORM:

By _____
City Attorney
Daniel L. Abbott

scg
8/01/01

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: D L Abbott
DANIEL L. ABBOTT
CITY ATTORNEY

EXHIBIT "A"

GRANT PROGRAM GUIDELINES

- I. Project title: **Driftwood Community Pool (69th Avenue, Hollywood)**
- II Scope of Project: **New 25meter X 25yard, eight (8) lane Myrtha pool, new filtration system, new heating system, new pool deck construction, deck fencing, new restroom/changing room building, and storage/pump room building.**
 - A. CONTRACTOR agrees to construct the Project known as **Driftwood Community Pool**, in accordance with the plans and specification prepared by, or under the supervision and review of, a registered professional architect, engineer, or other appropriate professional. These elements are identified in the Project description which is attached to this Agreement as Exhibit "B."
 - B. CONTRACTOR is responsible for obtaining all state, federal, and local permits, licenses, agreements, leases, easements, etc., required for the Project, and for following applicable state, federal, and local statutory guidelines regarding the procurement of professional services.
 - C. CONTRACTOR shall erect a permanent sign acceptable to the Contract Administrator identifying the 2000 Broward County Safe Parks and Land Preservation Bond Program and COUNTY as a funding source of Project construction. (Please see attached sample sign and sample sign specifications.)
- III. Required Documentation for Services Rendered:
 - A. The Contract Administrator is responsible for ensuring performance of the terms and conditions and shall approve all payment requests prior to payment. CONTRACTOR shall submit to the Contract Administrator signed quarterly Project status reports on a calendar basis summarizing work accomplished, problems encountered, percentage of completion, and other appropriate information. Photographs shall be submitted when appropriate to reflect work accomplished. CONTRACTOR shall furnish to the Contract Administrator a copy of the Project's construction contract(s) within fifteen (15) days of full execution of same.
 - B. Upon Project completion, the engineer, architect, or other appropriate professional shall sign a statement certifying satisfactory completion of the Project in accordance with the prepared plans and specifications.

- C. Upon Project completion, CONTRACTOR shall also submit a site plan (as-built), list of construction facilities and improvements, and color photographs reflecting the work accomplished.

IV. Bond Program Guidelines:

- A. Applicants cannot have more than a maximum of one (1) grant of up to One Million Five Hundred Thousand Dollars (\$1,500,000). The grant may include more than one (1) instructional swimming facility(ies) improvements job.
- B. Grant monies must be spent within a five (5) year time limit from date of the County Administrator's approval of the Agreement.
- C. All grant funds are to be paid on a reimbursement basis pursuant to the time completion points, percentages formulas and retainage language set forth in Article 4 of the Agreement.
- D. Access to the Project by municipal residents and nonresidents alike will be nonexclusionary.
- E. All Project sites are to be owned by CONTRACTOR or have a lease of a minimum of Twenty Five (25) years. CONTRACTOR shall be required by the Contract Administrator to show proof of ownership or leasehold status.
- F. All projects will remain in public instructional/recreational swimming use for a minimum of Twenty Five (25) years.
- G. Funds can be used for outdoor and indoor instructional swimming facilities.
- H. All applicants will provide a resolution from their governing board in support of the proposed Project.
- I. Non-profit organizations applying for grants must obtain a resolution of approval from the municipality in which the Project is located.
- J. Projects will be consistent with recognized instructional swimming standards for similar facilities.
- K. Applicants must be sufficiently capable and qualified to complete the proposed project, and thereafter, operate and maintain the Project's facility.

- L. No Grant Program funds are to be used for recreation programming and operational costs.
- M. All applicants will be required to submit an application to the Contract Administrator.
- N. Applicant agrees to provide instructional swimming classes to elementary school-aged children during the school year from **September until June**, Monday through Friday, excepting holidays, non-school days, and unavailability due to repairs.

II. **SWIM Central Program Requirements:**

I. **Required Personnel: Minimum Standards**

- 1. One (1) Water Safety Instructor (WSI) per every ten (10) children.
- 2. A minimum of one (1) lifeguard on deck during the instruction period (note: a lifeguard serving as a WSI does not count as a lifeguard on deck; the lifeguard on deck would be in addition to the WSI).
- 3. Broward County's SWIM Central staff does not program/operate the actual swimming instruction or pools. These functions are **CONTRACTOR's responsibility**. SWIM Central's responsibilities are to monitor program compliance and to reimburse for lessons given pursuant to SWIM Central guidelines.

B. **Hours of operation**

The pool(s) will be accessible for SWIM Central Water Safety Education Lessons from **two (2) to six (6) hours during the school day/hours**, Monday to Friday, excepting holidays, non-school days, and unavailability due to repairs. SWIM Central staff will also be allowed to visit and monitor programming during lessons. The pool(s) will also be reasonably available for SWIM Central students to practice what they have learned in their instructional swimming classes.

C. **Miscellaneous**

Pools shall be maintained at least 80 degrees F. and shall be heated if necessary.

EXHIBIT "B"

GRANT PROJECT DESCRIPTION

to also include sections for project timetable/schedule and project cost/budget. plus invoice form)

Note: To clarify Exhibit "A" Part II A ("Scope of Project") of this Agreement, the parties acknowledge and agree that CONTRACTOR may utilize the services of one or more third parties to assist in CONTRACTOR's performance under this Agreement relating to design, engineering, and/or construction. CONTRACTOR's utilization of such third party services does not decrease or otherwise change CONTRACTOR's obligations to COUNTY under this Agreement and Exhibits.

CONTRACTOR's privity of contract is with COUNTY and with any third parties CONTRACTOR separately contracts with pursuant to this Agreement and its Exhibits. COUNTY's privity of contract is with CONTRACTOR only.

EXHIBIT B
BROWARD COUNTY SWIM CENTRAL GRANT
CITY OF HOLLYWOOD – DRIFTWOOD POOL

Cost of the project is estimated at \$1,050,000 based on a design/build program for a 75'x75' Myrtha construction pool with bath and equipment house and appropriate equipment and service areas.

Estimated timeline:

April 15, 2002 – Approval of contract with contractor/design-build firm.

May 15, 2002 – Contract approvals

June 1, 2002- Drawings completed and submitted to School Board, Health Department and other relevant agencies for review and approval

July 15, 2002 – Reviews completed, permits issued, commence construction

January 15, 2003 – Construction completion.

S/BrowardCountyGrants/SwimCent-Drift/Contractcost&timeline

EXHIBIT "C"

(Real Property Document(s) re property title or leasehold interest)
(Per Exhibit "A")

LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between the SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "Board," and the CITY OF HOLLYWOOD, a political subdivision of the State of Florida, hereinafter referred to as the "City."

W I T N E S S E T H:

WHEREAS, the Board is the controlling body of the Public Schools of Broward County, Florida, and does own and operate a certain school known as Driftwood Middle School; and

WHEREAS, by reason of the heavy demands existing in the County as a result of the increase of the population of school children, the Board 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 improvement of the school grounds as parks and well-equipped playgrounds; and

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

WHEREAS, the City is willing to expend certain funds for the equipping and improving of a portion of the school grounds to be used for park and playground purposes in conjunction with the Board; and

WHEREAS, the Board and the City 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 the County of Broward:

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Board does hereby lease to the City the area shown on the sketch attached hereto and described as (The North 280.00 feet of the East 235.00 feet; less the East 25.00 feet of the Southwest (¼) of the Northeast (¼) of the Southwest (¼) of Section Two (2) Township 51 South, Range 41 East, Broward County, Florida.) and made a part hereof as presented by the SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, under the terms and conditions hereinafter set forth.

2. The term for which the City leases said premises is forty years from the date of this lease, at a yearly rental of \$1.00 per year, payable to the Board on the yearly anniversary of this lease. It is specifically understood and agreed that by mutual agreement of the parties hereto, the term of this lease may be shortened or extended, subject to the provisions of Paragraph 5 hereinafter set forth.

3. The uses and purpose to which the City shall put said premises shall be for playground and recreational purposes available to the citizens of the area. The facilities herein leased are to be used strictly for recreational purposes and no advertising or food concessions, or the renting of same, shall be permitted unless specifically approved by the Board in writing.

4. The use of said premises by the City shall be limited and restricted so as not to conflict in any way with the use of said property by the Board in its Public Education Program, and the use of said property by the City shall at all times be in compliance with the laws of the State of Florida concerning the use of school property, and the location of any and all recreational improvements to be placed on the leased premises, including but not limited to baseball diamonds, buildings, lights, etc. (other than as shown on the attached sketch) shall first be approved in writing by the Board, it being intended that the Board shall have absolute control over the location of any recreational facilities before they are placed on the leased premises. Any facilities placed on said leased premises without the prior written approval of the Board as to location shall immediately be removed or relocated within ten days of written demand by the Board.

5. The City agrees to take such action within its discretion is proper for a playground area on the premises above described, subject, however, to the power and authority of the Board upon 120 days' written notice to the City to cancel this lease as to any designated area which the Board determines is needed exclusively for school building purposes or for any other school purposes. The Board's determination in this regard shall be conclusively binding upon all parties.

6. It is specifically agreed between the parties hereto that at any time the Board desires to cancel and/or terminate this entire lease, it shall have the conclusive right to do so, provided, however, that in the event the Board so elects, the City shall be given 120 days' written notice prior thereto, and in the event of cancellation, the Board shall reimburse the City for the then remaining value of the City installed recreational facilities.

In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the Board; one selected by the City; and the third selected by the two appraisers so appointed.

In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the Board shall pay, in the event it desires to cancel and/or terminate this lease as aforesaid.

7. It shall be the responsibility of the City to keep the recreational building and grounds herein leased in a clean and sanitary condition, and the City agrees to clean up the premises after each and every event it sponsors. The Board shall be allowed to use the recreational building during the school day when school is in operation and at all other times when same is not in use by the City.

8. This entire area will be under the control of the Board 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 by the City, control and use of the area will be under the jurisdiction of the City.

9. The upkeep and maintenance of all areas herein leased by the Board to the City shall be borne by the City, and the City agrees at all times to keep the areas herein leased and the equipment placed on said areas properly maintained.

10. The City agrees to relieve the Board from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the City in failing to supply proper supervision of the areas herein leased while so used by the City, and the City further agrees to hold the Board harmless and free from all responsibility

as a result of any negligence of the City in failing to properly maintain the equipment of the leased areas. The City further agrees to have issued a liability insurance policy naming the Board as one of the insureds, with coverage of not less than \$100,000 per person with an aggregate of \$300,000 per accident, together with property damage coverage in the sum of \$50,000.

11. At the end of the forty-year term of this lease, provided said lease has not been cancelled or terminated as provided for in Paragraph 6 hereof, the City shall have the right to remove all non-permanent recreational facilities supplied by them provided they restore and/or repair any damage to the property caused by said removal.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by the proper officials and under their corporate seals this 19 day of April 1973.

Signed, sealed and delivered
in the presence of:

Virginia Booker

As to the Board

(SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Irvin T. Anderson
Chairman

Attest: William F. Krumm
Secretary

Approved as to form:

Kenn R. Lyon
School Board Attorney

City of Hollywood, Florida

Marionette L. Martin

By: David R. Keating

Joe Zukie
As to the City

Attest: Petty L. Desington

(SEAL)

Approved as to form:

Ed L. David
City Attorney

Approved:

Paul E. Wimbush
Director of Finance

AMENDMENT TO LEASE

THIS AGREEMENT, made and entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, formerly known as The Board of Public Instruction of Broward County, Florida, a body corporate existing under the laws of the State of Florida, hereinafter referred to as the "Board;" the BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County;" and the CITY OF HOLLYWOOD, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "City."

W I T N E S S E T H :

WHEREAS, the Board and the County heretofore entered into a Lease dated July 28, 1964, wherein the Board did lease to the County certain school grounds located at Driftwood Elementary School and Driftwood Junior High School; and

WHEREAS, said lease was amended September 12, 1967 to include the City as a part of the lease;

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The aforementioned lease and amendment is hereby amended to exclude from said lease and amendment the following described property, to-wit:

The North 280.00 feet of the East 235.00 feet;
less the East 25.00 feet of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$
of the SW $\frac{1}{4}$ of Section 2, Township 51 South,
Range 41 East, Broward County, Florida.

2. The lease and amendment thereto in all other respects remains unchanged and in full force and effect.

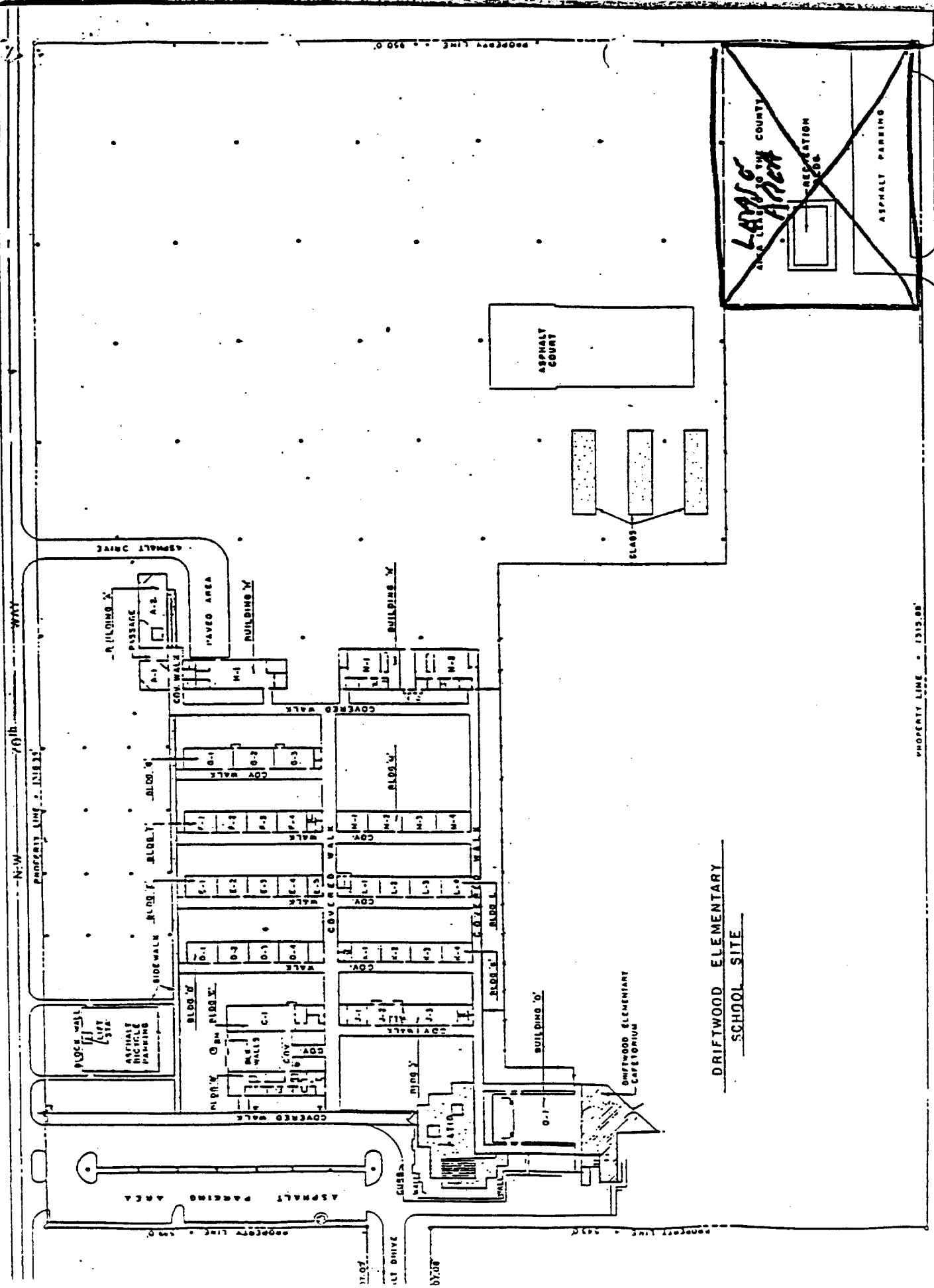
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their corporate seals, this 19 day of April, 1973.

Signed, sealed and delivered
in the presence of:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA



BY  Chairman



DRIFTWOOD ELEMENTARY
SCHOOL SITE

PROPERTY LINE - 1313.00

7 V. 1111

EXHIBIT "D"

List of CONTRACTOR's SDBE Participating Vendors

(List to be provided to DEESBO by CONTRACTOR and subject to DEESBO review and approval prior to commencement of work)

LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between the SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "Board," and the CITY OF HOLLYWOOD, a political subdivision of the State of Florida, hereinafter referred to as the "City."

W I T N E S S E T H:

WHEREAS, the Board is the controlling body of the Public Schools of Broward County, Florida, and does own and operate a certain school known as Driftwood Middle School; and

WHEREAS, by reason of the heavy demands existing in the County as a result of the increase of the population of school children, the Board 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 improvement of the school grounds as parks and well-equipped playgrounds; and

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

WHEREAS, the City is willing to expend certain funds for the equipping and improving of a portion of the school grounds to be used for park and playground purposes in conjunction with the Board; and

WHEREAS, the Board and the City 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 the County of Broward:

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Board does hereby lease to the City the area shown on the sketch attached hereto and described as (The North 280.00 feet of the East 235.00 feet; less the East 25.00 feet of the Southwest (¼) of the Northeast (¼) of the Southwest (¼) of Section Two (2) Township 51 South, Range 41 East, Broward County, Florida.) and made a part hereof as presented by the SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, under the terms and conditions hereinafter set forth.

2. The term for which the City leases said premises is forty years from the date of this lease, at a yearly rental of \$1.00 per year, payable to the Board on the yearly anniversary of this lease. It is specifically understood and agreed that by mutual agreement of the parties hereto, the term of this lease may be shortened or extended, subject to the provisions of Paragraph 5 hereinafter set forth.

3. The uses and purpose to which the City shall put said premises shall be for playground and recreational purposes available to the citizens of the area. The facilities herein leased are to be used strictly for recreational purposes and no advertising or food concessions, or the renting of same, shall be permitted unless specifically approved by the Board in writing.

4. The use of said premises by the City shall be limited and restricted so as not to conflict in any way with the use of said property by the Board in its Public Education Program, and the use of said property by the City shall at all times be in compliance with the laws of the State of Florida concerning the use of school property, and the location of any and all recreational improvements to be placed on the leased premises, including but not limited to baseball diamonds, buildings, lights, etc. (other than as shown on the attached sketch) shall first be approved in writing by the Board, it being intended that the Board shall have absolute control over the location of any recreational facilities before they are placed on the leased premises. Any facilities placed on said leased premises without the prior written approval of the Board as to location shall immediately be removed or relocated within ten days of written demand by the Board.

5. The City agrees to take such action within its discretion is proper for a playground area on the premises above described, subject, however, to the power and authority of the Board upon 120 days' written notice to the City to cancel this lease as to any designated area which the Board determines is needed exclusively for school building purposes or for any other school purposes. The Board's determination in this regard shall be conclusively binding upon all parties.

6. It is specifically agreed between the parties hereto that at any time the Board desires to cancel and/or terminate this entire lease, it shall have the conclusive right to do so, provided, however, that in the event the Board so elects, the City shall be given 120 days' written notice prior thereto, and in the event of cancellation, the Board shall reimburse the City for the then remaining value of the City installed recreational facilities.

In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the Board; one selected by the City; and the third selected by the two appraisers so appointed.

In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the Board shall pay, in the event it desires to cancel and/or terminate this lease as aforesaid.

7. It shall be the responsibility of the City to keep the recreational building and grounds herein leased in a clean and sanitary condition, and the City agrees to clean up the premises after each and every event it sponsors. The Board shall be allowed to use the recreational building during the school day when school is in operation and at all other times when same is not in use by the City.

8. This entire area will be under the control of the Board 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 by the City, control and use of the area will be under the jurisdiction of the City.

9. The upkeep and maintenance of all areas herein leased by the Board to the City shall be borne by the City, and the City agrees at all times to keep the areas herein leased and the equipment placed on said areas properly maintained.

10. The City agrees to relieve the Board from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the City in failing to supply proper supervision of the areas herein leased while so used by the City, and the City further agrees to hold the Board harmless and free from all responsibility

as a result of any negligence of the City in failing to properly maintain the equipment of the leased areas. The City further agrees to have issued a liability insurance policy naming the Board as one of the insureds, with coverage of not less than \$100,000 per person with an aggregate of \$300,000 per accident, together with property damage coverage in the sum of \$50,000.

11. At the end of the forty-year term of this lease, provided said lease has not been cancelled or terminated as provided for in Paragraph 6 hereof, the City shall have the right to remove all non-permanent recreational facilities supplied by them provided they restore and/or repair any damage to the property caused by said removal.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by the proper officials and under their corporate seals this 19 day of April 1973.

Signed, sealed and delivered
in the presence of:

Virginia Booker

As to the Board

(SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: John E. Anderson
Chairman

Attest: William E. Crain
Secretary

Approved as to form:

Kenn B. Lyon
School Board Attorney

City of Hollywood, Florida

Marionette L. Martin

By: David R. Keating

Tom Buckie
As to the City

Attest: Letty L. Derington

(SEAL)

Approved as to form:

David R. Keating
City Attorney

Approved:

Paul E. Wimbush
Director of Finance