

**LEASE AGREEMENT
SUNRISE MIDDLE SCHOOL POOL**

THIS IS AN AGREEMENT, entered into on November 10, 1998, between:

THE CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "City",

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as "Board".

WHEREAS, The Board approved, on November 15, 1991, the construction of a new pool facility at Sunrise Middle School; and

WHEREAS, The City has committed to grant a minimum of \$200,000 to the Board for the funding of the new Pool; and

WHEREAS, The Pool will serve all the residents of the area and fill a great need in the community; and

WHEREAS, pursuant to Motion, adopted at its meeting of March 17, 1998, the City Commission of City authorized the proper City officials to enter into this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are correct and are incorporated into this Lease Agreement.
2. The effective date of this Agreement is the date that the Pool facilities receive a Certificate of Final Completion and completion of satisfactory inspection by the Broward County Health Department, with issuance of a permit to operate; such effective date shall be evidenced in writing to the City by the Board within thirty days of such certification and permit.
3. The Board does hereby lease to the City the Pool, granting unto City "shared use" of the Pool on the terms and conditions hereinafter set forth.
4. The term for which the City may have shared use of the Pool is twenty years from the effective date, subject to the provisions of Paragraphs 10 and 11 of this Agreement.

5. The following terms and conditions shall control the shared use of the Pool:

- a) Regular School Year: During the regular school year, which such regular school year shall be set and determined by Board, the Board shall have use of the Pool Monday through Friday, from 7:00 a.m. to 5:00 p.m., and the City is granted rights to have use of the pool Monday through Friday from 5:00 p.m. to 8:00 p.m, and school holidays and weekends from 7:00 a.m. to 8:00 p.m, exclusive of the Board's usage. In the event of conflict between events sponsored by the Board (e.g., school swim meets, water polo, etc.) after 5:00 p.m., the Board's usage after 5:00 p.m. shall take precedence over City's shared use rights during the conflicting period. [e.g., if school swim meet lasts until 6:30 p.m., such swim meet shall pre-empt the City's share used from 5:00 p.m. until 6:30 p.m., but the City may (but is not obligated to) use the pool thereafter from 6:30 p.m. until 8:00 p.m.].
- b) Summer School Dates: During the summer school dates as determined by the Board, the City is granted rights to use of Pool Monday through Friday, school holidays and weekends from 7:00 a.m. to 8:00 p.m. exclusive of the Board usage. It is understood that the City will provide learn to swim lessons. However, in the event the School Board desires to use the Pool for academic or athletic programs during the summer, the parties agree to negotiate shared use of the Pool during the school day in the summer. In the event of conflict between events sponsored by the Board during school hours, the Board's usage shall take precedence over City's shared use rights during the conflicting period.
- c) Year-Round School: If year-around school is implemented at Sunrise Middle School, the parties agree to negotiate shared use of the Pool during the school day in the summer.
- d) Additional times for City use of the Pool may be arranged if the School is not using the Pool and if approved in advance and in writing by the Principal.
- e) During the periods of City use set forth herein, the City shall be entitled to utilize the Pool and all appurtenant facilities, including all emergency equipment; provided, however, the use of shower facilities shall be limited to those exterior showers located on the Pool deck.
- f) The Board agrees to grant exclusive use of the Pool to the City, during the hours of 7:00 a.m. to 8:00 p.m., for a two week period over the Winter break, for the City's College Swim Forum.
- g) The location, construction, or placement of any and all capital improvements to be placed on the leased premises shall first be approved, in writing by the BOARD, it being intended that the BOARD shall have absolute control over the location of all improvements before they are placed on the leased premises.

6. The maintenance responsibilities of the parties with respect to Pool use shall be as follows:
 - a) The Board shall be responsible for all maintenance and custodial duties on the Pool.
 - b) The City shall submit an annual list of dates, times, prior to March 1st of each year.
 - c) The City shall be responsible for 25% of the chemical cost and 25% of the electrical costs related to the Pool. The Board shall invoice the City annually for reimbursement of these costs.
 - d) The City shall be responsible for abiding by all health and safety regulations of Broward County and the State.
 - e) During City use of the Pool, the City shall employ a supervisor who shall be in charge of and shall supervise the Pool. City will handle custodial details during the summer program.
 - f) During City use of the Pool, all pool rules promulgated by the Board shall be obeyed by the City, its instructors, employees agents, and students.
 - g) During City use of the Pool, the City shall provide the appropriate number of certified lifeguards who shall be in charge and supervise the users of the pool.
7. The City shall retain all revenue received by the City for the use of the Pool during the periods of City use.
8. City agrees to supply Board with a certificate of insurance which shall reflect general liability insurance with combined bodily injury property damage limits of \$1,000,000 each occurrence, \$1,000,000 aggregate excess over \$300,000 self-insured retention, with the Board as additional named insured.
9. To the extent provided by law, each party hereto agrees to indemnify and hold harmless the other party, its officers, agents and employees, from all damages, costs and expenses, including attorneys' fees, and from any and all causes and rights of action which may arise, or which any of them shall become, obligated to pay by reason of liability imposed because of damage to property, injury or death to person in any way occasioned by the use of the Pool. Nothing herein shall be construed to provide indemnification to the other party for such party's own negligence.
10. Either party may terminate this Lease Agreement at any time upon giving advance written notice to the other party of not less than ninety days. Upon termination, the Board shall reimburse City for the fair value of the improvements actually provided and paid for by the City.

11. If the parties cannot, within a period of thirty days after the notice to terminate is issued, agree on a fair value, then the value shall be fixed by an appraiser jointly appointed by Board and City.
12. The City shall have the option to renew this Lease Agreement for an additional term of twenty years, by providing notice to Board of the exercise of such option at least thirty days prior to the end of the term of this Lease Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

Mari Roberts
Donna Brackett Buck

(SEAL)

CITY OF FORT LAUDERDALE

[Signature]
Mayor

[Signature]
City Manager

Attest: [Signature]

City Clerk

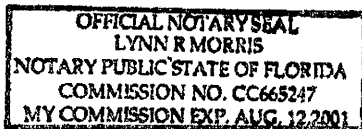
Approved as to form:

[Signature]
City Attorney

The foregoing instrument was acknowledged before me this 9/24/1998
1998, by Jim Nangle and Linda Schuman
as Mayor and City Manager
respectively, of THE CITY OF FORT LAUDERDALE. They are personally known to
me or have identification and did not (did) take an oath.

(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)



Name of Notary Typed, Printed or
Stamped

My Commission Expires:

Commission Number

WITNESSES:

Qua A. Clark

Delores Campanella

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

By: Donald J. Samuels
Donald J. Samuels, Ed.D., Chairperson

Attest: Frank R. Petruzielo
Frank R. Petruzielo,
Superintendent

Approved as to form:

[Signature]
School Board Attorney

The foregoing instrument was acknowledged before me this November 10, 1998 1998, by Donald J. Samuels, Ed.D. and Frank R. Petruzielo, as Chairperson and Superintendent, respectively, of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA. They are personally known to me or have identification and did not (did) take an oath.

(SEAL)

Ellen Ruth Kohli
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Ellen Ruth Kohli
Name of Notary Typed, Printed or
Stamped

My Commission Expires:

Commission Number

