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THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("**Third Amendment**"), is made and entered into this ____ day of _____, 20____, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the "**LESSOR**" or "**School Board**"), and BROWARD COUNTY, a political subdivision of the State of Florida (the "**LESSEE**"). LESSOR and LESSEE are sometimes referred to in this Third Amendment individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, since 1957, LESSOR and the State of Florida ("**State**") each have owned a fifty percent (50%) undivided fee simple interest in an approximate 18.91-acre parcel of land, located at 3501 S.W. 56 Avenue, West Park, in Broward County, Florida, 33023 ("**Site**"); and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the School Board entered into that certain Lease Agreement, dated September 11, 2000 ("**Lease Number 4285**"), under which the State's entire undivided 50% interest in the Site was leased to the School Board; and

WHEREAS, in conformance with Lease Number 4285, the School Board has the right to enter into further agreements or to sublease all or any part of the Site, subject to providing written notice to the State, and with the State to have the right of rejection; and

WHEREAS, an approximate 4-acre portion of the Site houses the WLRN transmission tower and associated facilities, a 0.59 acre portion of the Site houses the Broward County emergency public safety transmission tower and associated facilities, and an approximate 14.32-acre portion of the Site is leased to LESSEE for use as a community park, known as McTyre Park ("**Park**"), pursuant to that certain Lease between The Board of Public Instruction of Dade County, Florida, as lessor, and the Board of County Commissioners of Broward County, as lessee, dated May 20, 1969 ("**Original Agreement**"); and

WHEREAS, LESSOR and the Board of County Commissioners of Broward County, Florida entered into that certain Modification Agreement dated December 16, 1985 ("**Modification Agreement**"), which Modification Agreement, in part, extended the term of the Original Agreement through October 19, 2023; and

WHEREAS, LESSOR and LESSEE entered into that certain Second Amendment to Lease dated April 7, 2017 ("**Second Amendment to Lease**"), which Second Amendment to Lease, in part, extended the term of the Original Agreement through September 10, 2050 (the Original Agreement, Modification Agreement and Second Amendment to Lease are referred to herein collectively as the "**Lease Agreement**"); and

WHEREAS, LESSEE and the City of West Park, a Florida municipal corporation ("**City**") entered into that certain Operating Agreement dated September 1, 2009, as amended by that certain First Amendment to Operating Agreement dated August 30, 2017 (collectively, the "**Operating Agreement**"), under which the City assumed certain responsibilities for the operation and maintenance of the Park; and

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WHEREAS, LESSEE has advised LESSOR that, as provided for in the Operating Agreement, the City is seeking to make certain upgrades and improvements to the Park, at no cost or expense to LESSOR, consisting primarily of a mini-amphitheater, and amphitheater restroom building ("**Construction Project**"); and

WHEREAS, the School Board submitted a Land Use Plan ("**LUP**") to the State on August 5, 2024, which LUP provides, in part, for the construction on the Park of a mini amphitheater and stand-alone amphitheater restroom building, and the State advised in that certain letter from the Florida Department of Environmental Protection dated August 7, 2024, that the LUP complied with the applicable statutes and rules; and

WHEREAS, LESSEE and the City entered into that certain Agreement Between Broward County and City of West Park Related to Construction of Mini-Amphitheater and Restroom Facility at McTyre Park dated August 21, 2023 ("**Interlocal Agreement**"), which Interlocal Agreement is attached hereto as **Exhibit "A"**, and which Interlocal Agreement sets forth the responsibilities and obligations of the City relating to the Construction Project; and

WHEREAS, as a condition precedent to LESSEE'S or the City's commencing the Construction Project, LESSOR shall provide a copy of this Third Amendment in final form to the State, and shall secure written confirmation that the State did not reject same, as provided for in Lease Number 4285, which confirmation shall be attached hereto as **Exhibit "B"**; and

WHEREAS, the Lease Agreement requires modifications to the section dealing with construction of improvements on the Park, in order to address current federal, state and local laws, rules and regulations, as well as conformance to School Board Policies and standards; and

WHEREAS, LESSEE has formulated a plan for the operation and maintenance of the Park, which LESSEE represents to be a plan in accordance with all local, County, State, School Board, Federal and/or Centers for Disease Control ("**CDC**") guidelines and requirements related to the COVID-19 pandemic or any future pandemic, as such CDC guidelines may be amended from time to time; and

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized this Third Amendment in accordance with Board Item F-1, Board Action No.123,983, at its meeting of August 12, 2025; and

WHEREAS, LESSEE, through its Board of County Commissioners, by Board action at its meeting held on the ____ day of _____, 20__ (Item No. _____), has authorized this Third Amendment.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

1. The Parties agree that the above recitals are true and correct and are incorporated herein by reference.
2. Article II of the Original Agreement is deleted in its entirety and replaced with the following language:

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"This Lease Agreement may be cancelled by LESSOR or LESSEE, by either Party giving to the other Party one hundred twenty (120) days prior written notice. Notwithstanding this provision, if either Party elects to cancel this Lease Agreement, LESSEE represents that LESSEE will, as provided in Section 2.2 of the Operating Agreement between the City and LESSEE, terminate the Operating Agreement as of, or prior to, the date of cancellation of this Lease Agreement."

3. Article IX of the Original Agreement is deleted in its entirety and replaced with the following language:

"9.1 As concerns exclusively that certain real property leased by LESSOR to LESSEE, and legally described on the first page of the Original Agreement (hereinafter called the **DEMISED PREMISES**), LESSEE may, with the prior written approval of LESSOR, or its designee, such approval to be issued at the reasonable discretion of LESSOR, modify existing improvements or infrastructure and/or construct additional improvements within the DEMISED PREMISES, necessary to facilitate LESSEE'S use of the DEMISED PREMISES, at LESSEE'S sole cost and expense (all such improvements are collectively referred to herein as the "**Work**"). This provision does not apply to routine maintenance or repair and modification of the Park recreational facilities and related infrastructure, unless such repairs or modifications require the issuance of a permit in order to proceed, in compliance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the State Requirements for Educational Facilities and the Florida Building Code, as the same may be amended from time to time and as the same may be applicable. Notwithstanding the foregoing, LESSEE acknowledges and agrees that, at the sole option of LESSOR, construction of improvements or modifications to any portions of the DEMISED PREMISES, including without limitation, open areas, or other exterior or interior common areas resulting in the modification of the permitted uses of the DEMISED PREMISES under the Lease Agreement, may not take place without an amendment to the Lease Agreement in full compliance with Section 1013.15(1), Florida Statutes.

9.2 As further detailed in Section 9.5 below, LESSEE acknowledges and agrees that as a precondition to commencing any Work, LESSEE shall be responsible for payment to LESSOR of all costs borne by LESSOR for jurisdictional plan review, permitting, and inspections. LESSOR shall provide LESSEE with the applicable fee schedule(s) and invoice(s). LESSEE shall submit payment to LESSOR for the cost of such plan review, permitting and inspection services prior to commencement by LESSOR'S consultant of such services. LESSEE further acknowledges and agrees that, unless otherwise waived by Miami-Dade County Public Schools (the "**District**"), as a condition precedent to LESSEE commencing any Work within the DEMISED PREMISES, LESSEE shall prepay to LESSOR a fee in the amount of Five Percent (5%) of the estimated construction cost of the Work. LESSOR shall utilize the fee to assign a District representative ("**District Representative**") to assist LESSEE with project management related tasks, including serving as the liaison between LESSOR and LESSEE for any design and construction activities within the DEMISED PREMISES. In that capacity, the District Representative shall assist LESSEE in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work. LESSEE shall provide funding to LESSOR in the full amount charged for these

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services, prior to issuance by LESSOR of construction permits. Additionally, LESSEE shall be responsible for all costs associated with design of the Work.

- 9.3 LESSEE agrees that no construction, major repairs, alterations or improvements on the DEMISED PREMISES, as described in Section 9.1, may be undertaken unless the plans are first submitted to and approved in writing by LESSOR, or its designee, which approval LESSOR may not unreasonably withhold. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. Any and all warranties between LESSEE and its architect/engineer of record shall flow to LESSOR in the event of errors and omissions, and LESSOR shall be named as a third party beneficiary thereof. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District's design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to LESSOR and as the same may be applicable. All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and LESSEE shall provide evidence of same to LESSOR prior to commencement of any Work. In accordance with District and School Board Policies, LESSEE'S contractors must be pre-qualified by LESSOR before commencing any Work or construction activities on the DEMISED PREMISES.
- 9.4 LESSEE acknowledges and agrees that prior to initiating any demolition activities on the DEMISED PREMISES, or disturbing any existing improvements on the DEMISED PREMISES, LESSEE shall first secure any and all necessary inspections and tests related to the possible presence of asbestos or any other regulated materials or products. All such tests shall be conducted and supervised by the District's Department of Safety, at LESSEE'S sole cost and expense. In the event materials are located that require mitigation/removal, all such mitigation/removal shall be accomplished by the District's Department of Safety, at LESSEE'S sole cost and expense.
- 9.5 Notwithstanding the provisions of Section 9.2, LESSOR, at its sole option, shall either retain sole authority for regulatory and building permitting review of any Work taking place on the DEMISED PREMISES through LESSOR'S Building Department, and shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work, or in the alternative, may delegate same to LESSEE, through LESSEE'S Building Department. The Parties acknowledge and agree that for purposes of the City constructing the Construction Project (as defined above), LESSOR'S Building Department will have sole authority to review and approve all construction documents, issue permits for construction and provide final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the applicable Building Department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the District's design criteria and standards, as the same may be amended from

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time to time and as the same may be applicable. All permits shall be properly closed by LESSEE upon completion of the Work, and evidence of same, satisfactory to LESSOR, shall be provided without demand.

- 9.6 LESSEE and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing or other appropriate barriers, to ensure the safety of visitors, invitees and the public at all times. Prior to the commencement of the Work, LESSEE shall provide LESSOR, or its designee, with a schedule for the commencement and completion of the Work. If LESSOR, or its designee, requests that LESSEE cease any work due to violation of any applicable rules and regulations or LESSOR'S safety and operational criteria, then LESSEE shall immediately discontinue its activities, and shall proceed only after LESSOR, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized LESSEE to continue.

LESSEE shall cause each and every of its contractors and subcontractors doing work to indemnify, defend and hold harmless LESSOR, its employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, LESSEE shall require LESSEE'S contractor(s) to provide LESSOR with insurance certificates evidencing insurance coverage and limits meeting, at a minimum, the following requirements : (1) Commercial General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of LESSEE'S contractor, in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of LESSEE'S contractor as required by Florida Statutes, and (4) Property Insurance. "The School Board of Miami-Dade County, Florida, and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. LESSEE'S contractors and subcontractors shall maintain such insurance at all times while conducting construction related activities throughout the term of the Lease Agreement.

LESSEE covenants and agrees that it shall indemnify and hold harmless LESSOR from and against any and all claims, liens, suits, actions or causes of action, to the extent they are caused by any construction costs and expenses for improvements made by LESSEE within the DEMISED PREMISES. In addition, LESSEE shall cause each and every of its contractors and subcontractors performing work at the DEMISED PREMISES (hereinafter collectively referred to as "**Lessee's Contractors**", and individually as "**Lessee's Contractor**") to further covenant and agree, at Lessee's Contractors' own expense, and upon written request by LESSOR, to indemnify and hold harmless LESSOR from any suit, action or demand brought against LESSOR on any claim or demand to the extent caused by Lessee's Contractors performance under any contract by and between LESSEE and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of the Lease Agreement. Furthermore, LESSEE and/or its assigns shall cause the indemnification provision in its contracts with Lessee's Contractors to survive the

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cancellation, early termination or expiration of any and all contracts by and between LESSEE and/or its assigns and any Lessee's Contractors.

Notwithstanding the above, LESSEE agrees, at its own expense, and upon written request by LESSOR, to defend any suit, action or demand brought against LESSOR on any claim or demand arising out of, resulting from or incidental to any construction costs and expenses for improvements made by LESSEE within the DEMISED PREMISES, and to cause each and every of Lessee's Contractors to defend any suit, action or demand brought against LESSOR on any claim or demand arising out of, resulting from or incidental to any construction costs and expenses for improvements made by Lessee's Contractors.

- 9.7 If, as a result of LESSEE'S actions in the performance of the Work, or failure to act, portions of the DEMISED PREMISES or Site are damaged, in the sole and reasonable opinion of LESSOR, then LESSEE shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to such action. LESSEE shall complete the necessary repairs within thirty (30) days of receipt of written notice from LESSOR. In the event that LESSEE is unable to complete the work within said thirty (30) day period, LESSEE shall provide LESSOR with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If LESSEE fails to complete the repair work within the prescribed time frame, then LESSOR, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at LESSEE'S sole cost and expense. LESSEE covenants and agrees that it shall reimburse LESSOR for this work within thirty (30) days of receipt from LESSOR of an invoice for same, accompanied by such documentation as may be reasonably required by LESSEE to substantiate the nature and completeness of the work.

Notwithstanding the foregoing, in the event of damage to the DEMISED PREMISES or elsewhere on the Site caused by LESSEE or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of visitors, and requiring immediate repair, as determined by LESSOR at LESSOR'S sole discretion, LESSOR may, at LESSOR'S sole discretion, complete the necessary repairs, at LESSEE'S sole cost and expense.

- 9.8 If required by LESSOR, at LESSOR'S sole discretion, prior to the start of any construction activities at the DEMISED PREMISES, and irrespective of LESSEE'S estimate of the cost of construction of the improvements, LESSEE shall provide to LESSOR a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by LESSOR. The Bond may be in the form described in Section 255.05, Florida Statutes or otherwise, so long as all protections and relevant provisions set forth in Section 255.05, Florida Statutes are provided to all persons defined in Section 713.01, Florida Statutes who furnish labor, services, or materials for the prosecution of the Work provided for in the Lease Agreement.

LESSEE shall not permit any liens or notices of violation to be filed or attached to the DEMISED PREMISES or Site for any reason whatsoever, including, but not

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limited to, as a result of the Work performed by LESSEE pursuant to the Lease Agreement. In the event that any such lien is recorded in the official records of either Miami-Dade County, Florida, or Broward County, Florida, or any other jurisdiction, LESSEE shall, within twenty (20) calendar days of notice of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of LESSEE, and LESSEE shall cure said violation(s) within thirty (30) days of receipt thereof, at LESSEE'S sole cost and expense. Should LESSEE fail to comply with this requirement, then LESSOR may, by its own effort, cause such notice of violation to be removed of record, and LESSEE shall be liable to LESSOR for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by LESSOR.

- 9.9 It is expressly understood by the Parties that LESSEE shall not commence any of the Work or construction activities within the DEMISED PREMISES until LESSOR, or its designee, has received all items stipulated in the Lease Agreement and has notified LESSEE, in writing, that it is authorized to start the Work. At the completion of the Work, LESSEE shall secure an inspection of the DEMISED PREMISES from LESSOR'S designee, verifying that the work on the DEMISED PREMISES has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until LESSOR'S designee attests to the satisfactory completion of the Work. In addition, LESSEE agrees that LESSEE or Lessee's Contractors shall restore the DEMISED PREMISES to a condition that is safe and usable, including without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, all at the sole cost and expense of LESSEE. LESSEE shall provide to LESSOR all as-built drawings, warranties, test data, and any other documents related to the Work, and will provide proof of closure of any and all permits related to the Work, without demand and at no cost to LESSOR.
- 9.10 At the cancellation, termination or expiration of the Lease Agreement, and at the sole option of LESSOR, all improvements constructed by LESSEE on the DEMISED PREMISES pursuant to the Lease Agreement which became a permanent part of the DEMISED PREMISES shall either, at LESSOR'S option, be removed by LESSEE at LESSEE'S expense, or ownership of same shall be conveyed to LESSOR, at no cost to LESSOR. Removable equipment and removable improvements placed on the DEMISED PREMISES by LESSEE which did not become a permanent part of the DEMISED PREMISES will remain the property of LESSEE and may be removed by LESSEE, at LESSEE'S sole cost and expense."

4. A new Article XIII is hereby added to the Lease Agreement, as follows:

"XIII.

SOVEREIGN IMMUNITY:

No provision contained in this Lease Agreement shall be deemed a waiver of either Party's sovereign immunity."

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5. A new Article XIV is hereby added to the Lease Agreement, as follows:

“XIV.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

LESSEE shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, COVID-19 restrictions or any restrictions and/or measures relating to a pandemic as may be defined by federal, state, local and/or School Board policy, as all may be further amended from time to time and to the extent required by applicable law.”

6. A new Article XV is hereby added to the Lease Agreement, as follows:

“XV.

NOTICES

Unless otherwise stated herein, for notice to a Party to be effective under this Lease Agreement, notice must be sent via certified U.S. Mail (return receipt requested), hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this Article.

FOR LESSOR:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-1607
E-mail: RPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Office of General Counsel
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: General Counsel
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and ACraft@dadeschools.net

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FOR LESSEE:

Broward County Administrator
Governmental Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

With a copy to:

Broward County
Director of Real Property and Real Estate Development
Governmental Center
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
Email address: lmahoney@broward.org

7. A new Article XVI is hereby added to the Lease Agreement, as follows:

“XVI.
REGULATORY CAPACITY

It is expressly understood by the Parties that notwithstanding any provisions of this Lease Agreement to the contrary, LESSOR retains all of its regulatory authority as a School Board and School District under Florida law and shall in no way be estopped from withholding or refusing to issue any approvals of applications under present or future laws and regulations of whatever nature applicable to the LESSEE or be liable for the same. Furthermore, the School Board or the School District shall not, by virtue of this Lease Agreement, be obligated to grant any approvals of applications under present or future laws of whatever nature applicable to the foregoing.

Notwithstanding the fact that LESSEE is a political subdivision with certain regulatory authority, LESSEE’S performance under this Lease Agreement is as a Party to this Lease Agreement and not in its regulatory capacity. If LESSEE exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to LESSEE’S regulatory authority as a governmental body separate and apart from this Lease Agreement, and shall not be attributable in any manner to LESSEE as a Party to this Lease Agreement.”

8. A new Article XVII is hereby added to the Lease Agreement, as follows:

“XVII.
MISCELLANEOUS PROVISIONS

A. FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS &
ACCESS TO RECORDS

This Lease Agreement shall be subject to Florida’s Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida’s Public Records Laws and laws relating to records retention. The Parties shall keep and maintain public records as required by law. The Parties shall keep records to show their compliance with this Lease Agreement. The Parties’ contractors and subcontractors must make available, upon request of the other Party, a Federal

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grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the applicable Party or its assigns, contractors or subcontractors which are directly pertinent to this specific Lease Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from either Party's custodian of public records, the other Party shall provide the requesting Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. The Parties shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Lease Agreement and following the expiration or early termination or cancellation of this Lease Agreement if the Parties do not transfer the records to the other Party. The Parties, their assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). The Parties, upon the expiration or early termination or cancellation of this Lease Agreement, shall transfer, at no cost to the other, all public records in their possession or keep and maintain public records required by the other Party. If the one Party transfers all public records to the other Party upon the expiration or early termination or cancellation of this Lease Agreement, the transferring Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If a Party keeps and maintains public records upon the expiration or early termination or cancellation of this Lease Agreement, the Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other Party, upon request from the requesting Party's custodian of public records, in a format that is compatible with the information technology systems of the requesting Party.

The Parties shall incorporate this provision into every contract that it enters into relating to the Lease Agreement.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE AGREEMENT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

IF THE LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE AGREEMENT, CONTACT THE LESSEE'S CUSTODIAN OF PUBLIC RECORDS, PRR Program Administration, AT (954) 357-5955; E-MAIL: PRRAdmin@broward.org; and 115 South Andrews Avenue, Suite 506, Fort Lauderdale, FL 33301.

B. E-VERIFY

As per Section 448.095(5), Florida Statutes, as amended from time to time, LESSEE shall require in any contract executed in connection with Work under this Lease Agreement, that Lessee's Contractor, and any subcontractor, register with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees of Lessee's Contractor and any subcontractor. LESSEE or Lessee's Contractor or any

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subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. If Lessee's Contractor enters into a contract with a subcontractor, the subcontractor must provide Lessee's Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Lessee's Contractor shall maintain a copy of such affidavit for the duration of the contract. If LESSEE has a good faith belief that a subcontractor knowingly violated this subsection, but Lessee's Contractor otherwise complied with this subsection, LESSEE shall promptly notify Lessee's Contractor and order Lessee's Contractor to immediately terminate the contract with the subcontractor. A contract terminated under this subsection is not a breach of contract and may not be considered as such. If LESSEE terminates a contract with Lessee's Contractor under this subsection, Lessee's Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

C. HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity, under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute. In compliance with the Florida Statute, LESSEE covenants and agrees to require all nongovernmental entities providing services on its behalf and executing, renewing, or extending a contract under this Lease Agreement to execute the attached affidavit (attached hereto as **Exhibit "C"**).

9. This Third Amendment has been jointly prepared by the Parties and shall not be construed more strictly against either Party.
10. This Third Amendment represents the final and complete understanding of the Parties regarding the subject matter of this Third Amendment and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Third Amendment are contained herein.
11. All other terms of the Lease Agreement, as amended, shall remain unchanged and in full force and effect.
12. This Third Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Third Amendment to be executed by their respective and duly authorized officers the day and year first written above.

WITNESSES AS TO THE LESSOR:

Print Name: _____
Address: 1450 NE 2 Ave., Miami, Fl. 33134

Print Name: _____
Address: 1450 NE 2 Ave., Miami, Fl. 33134

**TO THE LESSOR: APPROVED AS TO RISK
MANAGEMENT ISSUES:**
Office of Risk and Benefits Management

Risk and Benefits Officer
Date: _____

**TO THE LESSOR: APPROVED AS TO
TREASURY MANAGEMENT ISSUES:**
Office of Treasury Management

Treasurer
Date: _____

LESSOR:
THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By: _____
Dr. Jose L. Dotres
Superintendent of Schools
Date: _____

RECOMMENDED:

Raul F. Perez
Chief Facilities Design & Construction
Officer
Date: _____

**TO THE LESSOR: APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**

School Board General Counsel
Date: _____

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IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Third Amendment to be executed by their respective and duly authorized officers the day and year first written above: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 202____.

LESSEE:

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

Approved as to form by:
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Stacey-Ann M. Rowe (Date)
Senior Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

Exhibit "A"

Interlocal Agreement

**[Consisting of fifteen (15) pages, including this title
page]**



**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF WEST PARK RELATED TO
CONSTRUCTION OF MINI-AMPHITHEATER AND RESTROOM FACILITY AT MCTYRE PARK**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of West Park, a Florida municipal corporation ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The purpose of this Agreement is to set forth certain terms between County and City relating to the construction of a mini-amphitheater and restroom facility on a parcel of land located at 3501 SW 56th Avenue, West Park, Florida, known as McTyre Park, and as more fully described in **Exhibit A**.

B. Since 1957, The School Board of Miami-Dade County, Florida ("MDCSB") and the State of Florida ("State") each have held a fifty percent (50%) undivided interest in a 17.1-acre parcel located in the City ("Site").

C. McTyre Park, which is a 13-acre portion of the Site, is leased to County for use as a community park pursuant to that certain lease agreement between MDCSB and County, dated May 20, 1969 ("Original Lease").

D. On April 7, 2017, MDCSB and County fully executed a second amendment to the Original Lease ("Second Amendment") to extend the term of the Original Lease through September 10, 2050. The Original Lease, as amended by a certain first amendment and the Second Amendment, are referred to herein as the "Lease."

E. County and City entered into an operating agreement effective September 15, 2009, setting forth the obligations of the Parties relating to the maintenance of McTyre Park ("Operating Agreement"); such Operating Agreement provides that City is responsible for all maintenance, operation, and oversight of McTyre Park, including but not limited to the administration of park programs and the maintenance of buildings and utilities.

F. City desires to construct a mini-amphitheater and restroom facility at McTyre Park ("Project").

G. In order to construct the Project, the City acknowledges and agrees that (1) pursuant to the Lease, the County must secure consent for the construction of the Project from MDCSB and, if required, the State, and (2) the County will serve as liaison between City and MDCSB to facilitate the construction of the Project.

H. The Parties desire to enter into this Agreement to set forth each Party's obligation to facilitate the construction of the Project.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The Parties acknowledge and agree that the above recitals are true and correct and are incorporated herein by reference.

SECTION 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Director of Real Property and Real Estate Development, or designee.
- 1.3. **County Administrator** means the administrative head of County as appointed by the Board.

SECTION 2. PROJECT – CITY OBLIGATIONS

2.1 Project. City desires to construct the Project within a portion of McTyre Park depicted in **Exhibit A** ("Project Area").

2.2 Construction. City shall perform all work specified in this Agreement and agrees to comply with all the terms, requirements, and conditions of this Agreement to develop and construct the Project pursuant to the specifications and plans as approved by County, State, and MDCSB (to the full extent such approvals are required). The construction plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits to commence development and construction of the Project. The County, State, and MDCSB shall be named as third party beneficiaries to any and all warranties between City and its architect/engineer engaged as part of the Project. The construction plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes, and codes. All construction pursuant to this Agreement shall be performed in a good and workmanlike manner by contractors who are licensed, insured, and fully bonded, and City shall provide evidence of same to County, State, and MDCSB prior to commencement of any construction. If required by MDCSB, City's contractors must be pre-qualified by MDCSB before commencing any construction activities on the Project Area.

Pursuant to 553.80(6), Florida Statutes, MDCSB's Building Department shall have sole regulatory authority for any work taking place within the Project Area and shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction, and providing final acceptance of the work.

2.3 Project Costs.

2.3.1 City shall solely be responsible for providing all funds and monetary obligations for the development and construction of the Project, including all labor, materials, permits, and tasks related to the construction of the Project.

2.3.2 City's obligation to provide funding under this Section 2.3 includes the funding for all costs imposed by MDCSB related to construction of the Project, including, without limitation, (i) costs for jurisdictional plan review, permitting, and inspections required for construction, consultant fees, reinspection fees, and fees for re-reviewing any submittals required by MDCSB, and (ii) costs for project management services, which are estimated to be five percent (5%) of all the fees and costs imposed by MDCSB related to the Project.

2.3.3 In its role as liaison between City and MDCSB, County shall not be obligated to make any payment to MDCSB pursuant to this Agreement or to any other contractor or vendor to facilitate the construction of the Project until City has provided the required funding for the Project. City shall be responsible for any and all fees and costs resulting from any delay of the Project resulting from City's failure to provide the required funding.

2.3.4 City shall remit to County payment in full for all fees and costs required by this Section 2.3 and in this Agreement no later than ten (10) days after County's written request for payment. Any non-payment of the Project fees and costs as set forth in this Section 2.3 and this Agreement may result in the termination of the Project.

2.4 Permits. City shall not commence any construction activities until City has obtained all necessary permits in conformance with the requirements of MDCSB's Building Department or other appropriate jurisdictional governmental entities. City shall properly close all permits upon completion of the Project.

2.5 Insurance. Prior to commencing any construction, City shall provide to County, State, and MDCSB insurance certificates from City's contractors evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of City's contractors, in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of City's contractors as required by Florida Statutes, and (4) Property Insurance which amount shall be determined by County, State, and MDCSB once construction value is established. "The School Board of Miami-Dade County, Florida and its members, officers and employees", "State" and "Broward County" shall each be an additional insured on all liability coverages except Workers' Compensation Insurance. City's contractors and subcontractors shall maintain such insurance at all times while conducting construction related activities throughout the term of this Agreement. In addition to the insurance requirements herein, City shall ensure that its contractors maintain such insurance required by MDCSB and State and provide all certificates required by the MDCSB and State.

2.6 Indemnification. City covenants and agrees that it shall indemnify, hold harmless and defend County, State, and MDCSB from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction for improvements made by

City within the Project Area. In addition, City shall cause each and every of its contractors and subcontractors performing work at the Project Area (hereinafter collectively referred to as "City's Contractors", and individually as the "City's Contractor") to further covenant and agree, at City's Contractors' own expense, and upon written request by MDCSB, State, or County, to defend any suit, action or demand brought against MDCSB, State, or County on any claim or demand arising out of, resulting from, or incidental to the City's Contractors performance under any contract by and between City and or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Agreement. Furthermore, City and/or its assigns shall cause the indemnification provision and the duty to defend provision in its contracts with City's Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between City and/or its assigns and any City's Contractors.

2.7 Repair. If, as a result of City's actions in the performance of the construction of the Project, or failure to act, portions of the Site are damaged, then City shall repair and or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to City's construction activities. City shall complete the necessary repairs within thirty (30) days of receipt of written notice from County, State, or MDCSB. In the event that City is unable to complete the work within said thirty (30) day period, City shall provide County, State, and MDCSB with written notification stating the reasons, together with a mutually agreed upon schedule for the completion of the repairs. If City fails to complete the repair work within the prescribed time frame, then County, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at City's sole cost and expense. City covenants and agrees that it shall reimburse County for this work within thirty (30) days of receipt from County of an invoice for same, accompanied by such documentation as may be reasonably required by City to substantiate the nature and completeness of the work. In the alternative, County may instead place City in default under this Agreement.

2.8 Payment and Performance Bonds. If required by County, State, or MDCSB, City shall provide to County, State, and MDCSB a payment and performance bond ("Bond") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the construction activities as determined solely by MDCSB. The Bond may be in the form described in Section 255.05, Florida Statutes or otherwise, so long as all protections and relevant provisions set forth in Section 255.05 are provided to all persons defined in Section 713.01, Florida Statutes who furnish labor, services, or materials for the prosecution of the construction of the Project.

2.9 Liens. City shall not permit any liens or notices of violation to be filed or attached to the Site for any reason whatsoever, including, but not limited to, as a result of the construction activities performed by City and City's Contractors pursuant to this Agreement. In the event that any such lien is recorded in the public records of Broward County, Florida or any other jurisdiction, City shall, within twenty (20) calendar days after the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Project, said notice of violation shall be the sole responsibility of City, and City shall cure said violation(s) within thirty (30) days of receipt thereof, at City's sole cost and expense. Should City

fail to comply with this requirement, then County may, by its own effort, cause such notice of violation to be removed of record, and City shall be liable to County for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by County.

2.10 Notice to Proceed; Completion. City shall not commence any of the construction activities pursuant to this Agreement until MDCSB and County notifies City in writing that it is authorized to start the construction activities. At the completion of the construction of the Project, City shall facilitate an inspection of the Project Area by County and MDCSB, verifying that the work on the Project Area has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until County and MDCSB attest to the satisfactory completion of the Project. All improvements or facilities installed, operated, and maintained by City on the Project Area pursuant to this Agreement shall become the property of MDCSB and the State, without compensation due to City, at such time as MDCSB accepts installation of same as being final and in compliance with all appropriate regulations.

2.11 Public Meetings. City shall provide County a minimum of five (5) days advance written notice of all public meetings related to the Project. City shall keep County informed throughout the planning, design, and construction of the Project.

2.12 Maintenance. City shall continue its maintenance obligations of Mctyre Park as set forth in the Operating Agreement, as may be amended from time to time. Before any jurisdictional plan review commences for this Project, the Parties shall amend the Operating Agreement to account for any additional maintenance requirements resulting from the Project. City shall at its own expense maintain all the improvements, facilities, and structures that City may construct in the Project Area pursuant to this Agreement, including but not limited to the mini-amphitheater and restroom facility. City shall keep the improvements, facilities, and structures within the Project Area clean, sanitary, and in good condition consistent with industry-standard maintenance standards and techniques. City's maintenance obligations shall also include all repair and replacement of materials due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents.

SECTION 3. COUNTY OBLIGATIONS

3.1 County shall serve as liaison between City, State, and MDCSB to facilitate the construction of the Project. Upon submission to County of all documentation required by MDCSB or the State, County shall submit an application to MDCSB requesting permission to construct the Project. County shall execute all documents required by MDCSB or the State to facilitate the construction of the Project, which may include amending the Original Lease to allow for the Project.

3.2 County shall cooperate with City to facilitate the City obtaining all necessary governmental approvals and permits.

SECTION 4. TERM

4.1 This Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall terminate on the date that a final certificate of occupancy is issued for all components of the Project, unless earlier terminated pursuant to Section 6 of this Agreement ("Term").

4.2 All duties, obligations, and responsibilities of the Parties required by this Agreement shall remain in full force and effect throughout the Term of the Agreement, as set forth above, unless notice of termination by County, State, or City is provided pursuant to the Notices provision.

4.3 Time is of the essence for all performance of the duties, obligations, and responsibilities required by this Agreement.

SECTION 5. REPORTING

City shall submit to County on the anniversary date of the Effective Date of this Agreement, a detailed annual report of the progress made in carrying out the Project ("Annual Report"). This Annual Report shall include the Project development schedule, showing updates as appropriate, and a critical path timeline as to the overall construction. Additionally, a detailed monthly progress report shall be delivered to County every month after the Effective Date. Each monthly progress report shall contain Project performance information to include descriptions of the implementation activities undertaken, the achievement of milestones and benchmarks, compliance with the established development schedule/time frames, and the actual costs/expenditures.

SECTION 6. TERMINATION

6.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, City's failure to suitably or continuously perform its obligations under this Agreement in a manner calculated to meet or accomplish the objectives in this Agreement. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 6.2 effective thirty (30) days after such notice was provided.

6.2 This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to City. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

6.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

6.4 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

SECTION 7. MISCELLANEOUS

7.1 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

7.2 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with City to manage and supervise the performance of this Agreement. City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the obligations under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Code of Ordinances or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to City's obligations that do not waive any rights of County.

7.3 Audit Rights and Retention of Records. County, State, MDCSB, and the Office of the Miami-Dade County Inspector General (the "IG") shall have the right to audit the books, records, and accounts of City and all City's Contractors that are related to this Agreement. City and all City's Contractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City and all City's Contractors shall make same available in written form at no cost to County, State, MDCSB, or the IG. City shall provide County, State, MDCSB, and the IG with reasonable access to City's facilities.

City and all City's Contractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation amongst the Parties and MDCSB, State, and City expressly acknowledge and agree to be bound by this section throughout the course of any dispute or litigation with County, State, or MDCSB. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or MDCSB or State representative. City hereby grants County, State, and MDCSB the right to conduct such audit or review at City's place of business, if deemed

appropriate by County, State, or MDCSB, with seventy-two (72) hours' advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County, State, or MDCSB.

City shall ensure that the requirements of this section are included in all agreements with all City's Contractors.

7.4 Independent Contractor. City is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In carrying out its obligations under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

7.5 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any applicable law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

7.6 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County, City, State, or MDCSB nor shall anything included herein be construed as consent by County, City, State or MDCSB to be sued by third parties in any matter arising out of this Agreement.

7.7 Third-Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third-party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.8 Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County

Director of Real Property and Real Estate Development

Attn: Lary Mahoney

115 South Andrews Avenue, Room 501

Fort Lauderdale, Florida 33301

Email address: lmahoney@broward.org

FOR CITY:

City of West Park
Ajibola Balogun, City Manager
1965 South State Road 7
West Park, Florida 33023

7.9 Assignment. To the extent required by MDCSB, all contractors and subcontractors must be approved in advance and in writing by MDCSB. Except for approved contracting and subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County and if applicable, MDCSB. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. City shall be solely responsible for any payment required by MDCSB for any due diligence necessary to approve any contractors or subcontractors under this Agreement.

7.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County'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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

7.11 Compliance with Laws. City and all obligations under this Agreement must comply with all applicable law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements. In addition to the above, construction of the Project shall conform to MDCSB construction criteria, the State Requirements for Educational Facilities, and the Florida Building Code.

7.12 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

7.13 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

7.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as

“herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

7.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect. Notwithstanding the above, this Section 7.15 shall have no force and effect for those agreements by and between the County, State and/or MDCSB with effective dates prior to the effective date of this Agreement.

7.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If MDCSB is a party to any lawsuit arising from, related to, or in connection with this Agreement, MDCSB may elect for venue to be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. In the event of any litigation or dispute pursuant to this Agreement, the City, County, State, and MDCSB shall each be responsible for their own attorney’s fees and court costs through trials and appellate levels, and this provision shall survive the expiration or early termination or cancellation of this Agreement. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.17 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City.

7.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

7.19 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

7.20 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

7.21 Use of County Name or Logo. City shall not use County or MDCSB's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

7.22 Further Assurances. The Parties agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all further assurances, and to perform such acts as reasonably requested of them in order to carry out the intent and purpose of this Agreement, including, but not limited to, executing amendments to this Agreement to accommodate any further requirements of MDCSB or the State for the construction of the Project.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on June 13, 2023 (Agenda Item #29) and City, signing by and through its City Manager, duly authorized to execute same.

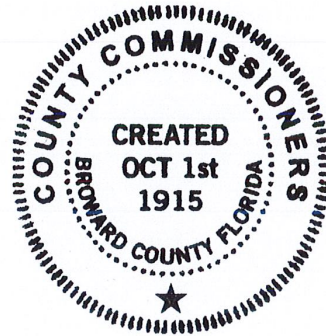
COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: 
County Administrator

21st day of August, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600



By Christina A. Price Digitally signed by Christina A. Price
Date: 2023.08.18 15:07:55 -04'00'
Christina A. Price (Date)
Assistant County Attorney

By Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2023.08.18 15:08:04 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney

CAP/sr
Agreement – West Park Amphitheater.doc
08/10/2023
#1047055v1



AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF WEST PARK RELATED TO
CONSTRUCTION OF MINI-AMPHITHEATER AND RESTROOM AT MCTYRE PARK

CITY

CITY OF WEST PARK

ATTEST:

By: WABalog S.
City Manager

H. A. B. G. at
City Clerk

Ajibola Balogun

11th day of AUGUST, 2023.

(RESOLUTION #2023-119)

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

[Signature]
City Attorney

Exhibit A
Sketch and Legal Description

Legal Description: South 186 feet of West 461.18 feet of the East 476.18 feet of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ less the East 15 feet and less the West 15 feet thereof all in Section 30, Township 51 South, Range 42 East in Broward County, Florida.

Folio ID: 514230140121 and 514230140010

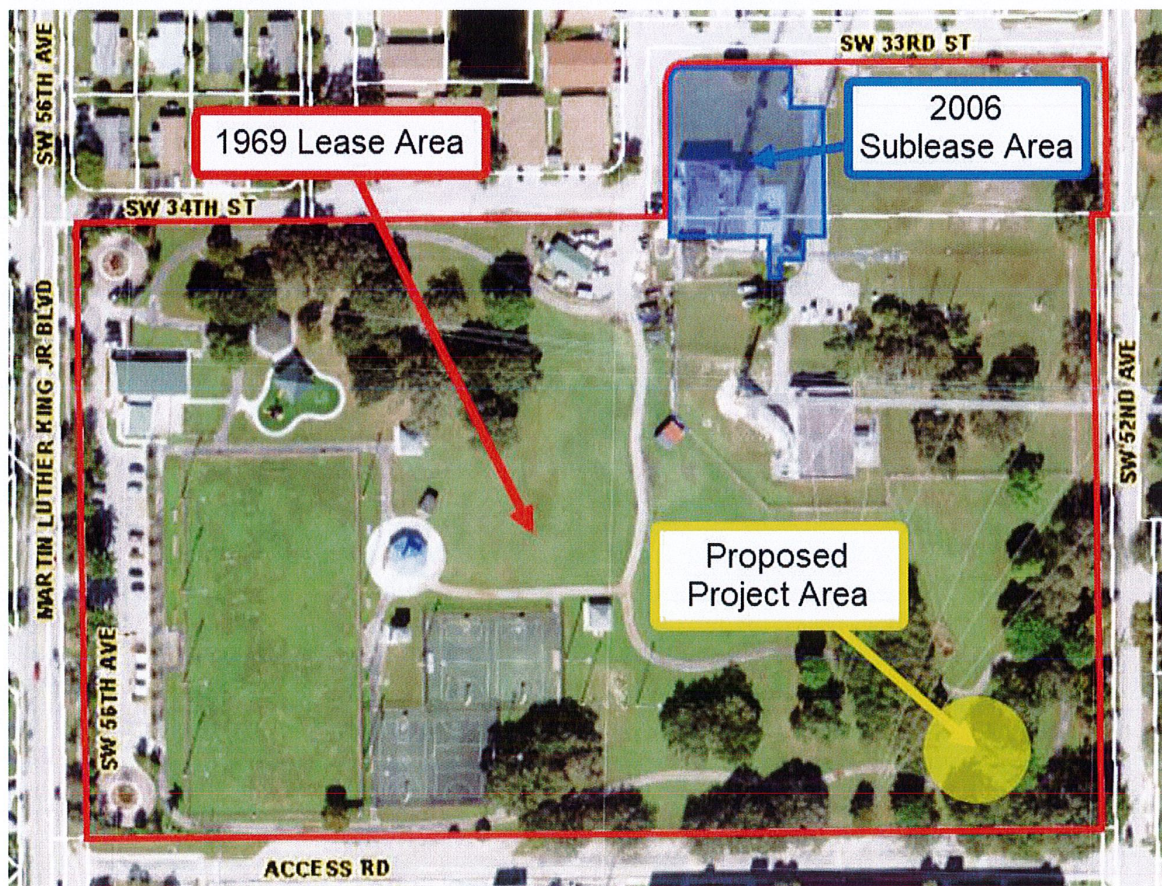


Exhibit "B"

Written confirmation from the State of Florida

[Consisting of three (3) pages, including this title page]

From: Michaelson, Raelene <Raelene.Michaelson@FloridaDEP.gov>
Sent: Wednesday, August 13, 2025 11:51 AM
To: Levine, Michael <MLevine@dadeschools.net>
Subject: RE: Proposed improvements to be made on land jointly owned by the School Board and the State of Florida

CAUTION: This email originated outside of dadeschools.net. Do not click on links or attachments unless you are expecting the email or recognize the sender and know the message is safe.

Mr. Levine

Good Afternoon

The proposed improvements to lease 4285 reported in the Land Use Plan 2024 has been reviewed and approved .

R. Michaelson

Raelene Michaelson, GOC III
Management Analyst
Division of State Lands
Bureau of Public Land Administration
Raelene.Michaelson@FloridaDEP.gov
3800 Commonwealth BLVD; MS 125
Tallahassee, Florida 32399
Office: 850-245-2679

From: Levine, Michael <MLevine@dadeschools.net>
Sent: Wednesday, August 13, 2025 11:29 AM
To: Michaelson, Raelene <Raelene.Michaelson@FloridaDEP.gov>
Cc: Simon, Nathaly <NSimon1@dadeschools.net>; Craft, Ana R. <ACraft@dadeschools.net>
Subject: Proposed improvements to be made on land jointly owned by the School Board and the State of Florida

EXTERNAL MESSAGE

Ms. Michaelson: Thank you for speaking with me this morning. As discussed, in addition to receiving the August 7, 2024 letter from Mr. Richardson (attached), confirming that the subject

Land Use Plan complies with the applicable statutes and rules, I indicated that I was also seeking written confirmation that the State of Florida is not exercising its 'right of rejection' for the proposed work, as set forth in State of Florida Lease Number 4285 (attached). Such confirmation from the State is requested, since the School Board and Broward County are anticipating entering into a lease amendment to the existing 1969 lease agreement under which Broward County operates McTyre Park on the subject land. I would appreciate your response to this email confirming that the State has no objection to Broward County proceeding with the work described in the Land Use Plan submission. Please reach out to me by email or cell [954 249-4422] if you have any questions in this regard. Thank you again.



Michael A. Levine

Executive Director (Contractor)

Acquisition & Leasing

Office of Governmental Affairs & Land Use
Facilities Design and Construction
Miami-Dade County Public Schools
1450 N.E. Second Avenue
Miami, Florida 33132
O: (305) 995-7285 M: (954) 249-4422

Exhibit "C"

Human Trafficking Affidavit

[Consisting of two (2) pages, including this title page]

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The School Board of Miami-Dade County, Florida, is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____