



Monroe County School District

Superintendent of Schools
Mark T. Porter

Board Rationale

File #: 17-373

TITLE

Approval of Lease Renewal for Reynolds School

BACKGROUND INFORMATION

The Boys and Girls Club lease of Reynolds School expires March 7, 2018. This item will extend the lease for another six months until March 7, 2019.

CONTRACT INFORMATION

Contract Purpose / Description: Facility Lease

Contract Originator: Lefere, Operations and Planning, x53392

Board Meeting Date: February 27, 2018

RECOMMENDATION

Approval of Lease Renewal for Reynolds School



Monroe County School District

Superintendent of
Schools
Mark T. Porter

Master

File Number: 17-373

File ID: 17-373

Type: Agenda Item

Status: Consent Agenda

Version: 2

Vendor:

Action By: School Board

File Created: 02/14/2018

Subject:

Final Action:

Title: Approval of Lease Renewal for Reynolds School

Internal Notes:

Sponsors:

Effective Date:

Attachments: Lease Extension, Certificate of Insurance, Prior
Renewal/Lease

Enactment Number:

Recommendation:

Expiration Date:

Entered by: Patrick.Lefere@KeysSchools.com

Expiration Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	2/22/2018	Gaelan Jones	Approve	2/23/2018
2	2	2/22/2018	Suane Lee	Approve	2/26/2018
2	3	2/22/2018	Kathryn Flannery	Approve	2/26/2018
2	4	2/22/2018	James Drake	Approve	2/26/2018
2	5	2/22/2018	Patrick Lefere	Approve	2/26/2018

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	School Board	02/27/2018					



LEASE EXTENSION

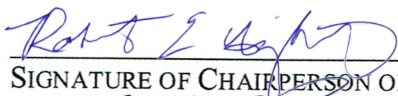
THIS LEASE EXTENSION is made and entered into the date last written below, by and between **The School Board of Monroe County, Florida** ("School Board"/Lessor), and **Boys and Girls Club of Key West** ("Lessee"), in order to modify a term or terms of the lease agreement ("Original Lease") between both parties dated **May 13, 2014** (original lease date).

1. The following terms of the Original Lease are hereby agreeably modified:

Paragraph 2 of Original Lease, titled "TERM", is hereby changed and shall now read as follows: **This Agreement shall be effective as of March 8, 2018 and shall run through March 7, 2019.**

2. All other terms and conditions of the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Lease Addendum on this 27th day of February, 2018.



SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$25,000)

February 27, 2018
DATE



SIGNATURE OF SUPERINTENDENT

February 27, 2018
DATE



SIGNATURE OF LESSEE/REPRESENTATIVE

2/21/18
DATE


PRINT NAME AND TITLE



CERTIFICATE OF LIABILITY INSURANCE

BOYS&-1

OP ID: RD

DATE (MM/DD/YYYY)

08/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gulfstream Insurance Group Inc
P.O. Box 8908
Fort Lauderdale, FL 33310-8908
David Arch

CONTACT NAME: Lynn Dowling, AINS, AAI, AAM

PHONE (A/C, No, Ext): 954-334-1726

FAX (A/C, No): 954-537-0177

E-MAIL ADDRESS: lynn@gulfstreaminsurance.net

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED Boys & Girls Clubs of the Keys
Area, Inc.
1400 United St, Ste 108
Key West, FL 33040

INSURER A: New Hampshire Insurance Co

INSURER B: Ashmere Ins Co

INSURER C: Great American Ins Co

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	01LX092176997-0	03/25/2017	03/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		01CA069968644-0	03/25/2017	03/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ 500 DED
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WCP000019601AIC	05/29/2017	05/29/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime		01LX092176997-0	03/25/2017	03/25/2018	EmpTheft 50,000
A	Abuse/Molestation		01LX092176997-0	03/25/2017	03/25/2018	Limits \$1MIL/\$3MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate holder is named as additional insured on the general liability policy as required by written contract, but only as respects to the negligence of the named insured regarding operations under this policy; coverage does not extend to the negligence or errors & omissions of the additional insured.

CERTIFICATE HOLDER

MONROE3

Monroe County School Board
241 Trumbo Road
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Monroe County School District

Superintendent of Schools
Mark T. Porter

Board Rationale

File #: 17-131

TITLE

Approve Lease Renewal For Reynolds School

BACKGROUND INFORMATION

The Boys and Girls Club lease of Reynolds School expires September 2, 2017. This item will extend the lease for another six months until March 7, 2018.

Contract Purpose / Description: Lease Renewal for Reynolds School

Contract Originator: Lefere, Operations & Planning, x53392

Board Meeting Date: September 26, 2017

RECOMMENDATION

Approve Lease Renewal For Reynolds School



Monroe County School District

Superintendent of
Schools
Mark T. Porter

Master

File Number: 17-131

File ID: 17-131

Type: Agenda Item

Status: Agenda Ready

Version: 1

Vendor:

Action By: School Board

Department: Operations and
Planning

File Created: 08/30/2017

Subject:

Final Action:

Title: Approve Lease Renewal For Reynolds School

Internal Notes:

Agenda Date: 09/07/2017

Sponsors:

Effective Date:

Attachments: Lease Renewal.pdf, Certificate of Insurance.pdf

Enactment Number:

Recommendation:

Expiration Date:

Entered by: Patrick.Lefere@KeysSchools.com

Expiration Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/30/2017	Ryan Abrams	Approve	9/1/2017
1	2	8/31/2017	Suanne Lee	Approve	9/2/2017
1	3	8/31/2017	Wanda Menendez	Approve	9/4/2017
1	4	8/31/2017	James Drake	Approve	9/4/2017
1	5	8/31/2017	Patrick Lefere	Approve	9/4/2017

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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LEASE EXTENSION

THIS LEASE EXTENSION is made and entered into the date last written below, by and between **The School Board of Monroe County, Florida** ("School Board"/Lessor), and **Boys and Girls Club of Key West** ("Lessee"), in order to modify a term or terms of the lease agreement ("Original Lease") between both parties dated **May 13, 2014** (original lease date).

1. The following terms of the Original Lease are hereby agreeably modified:

Paragraph 2 of Original Lease, titled "TERM", is hereby changed and shall now read as follows: **This Agreement shall be effective as of September 7, 2017 and shall run through March 7, 2018.**

2. All other terms and conditions of the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Lease Addendum on this 26th day of September, 2017.

[Signature]
SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$25,000)

September 26, 2017
DATE

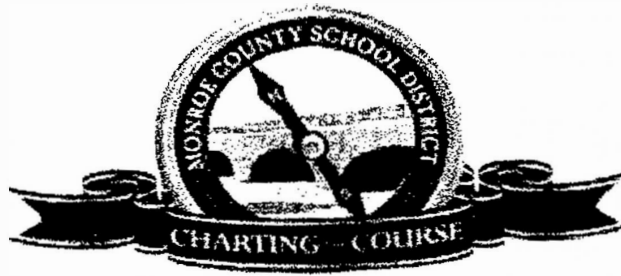
[Signature]
SIGNATURE OF SUPERINTENDENT

September 26, 2017
DATE

[Signature]
SIGNATURE OF LESSEE/REPRESENTATIVE

8/29/17
DATE

Daniel E. Dembrasi, Es. Dr.
PRINT NAME AND TITLE



LEASE RENEWAL

THIS LEASE RENEWAL is made and entered into the date last written below, by and between The School Board of Monroe County, Florida ("Lessor"), and Boys and Girls Club of Key West ("Lessee"), in order to modify a term or terms of the agreement ("Original Lease") between both parties dated 5/13/14.

1. The following terms of the Original Lease are hereby agreeably modified:

Paragraph 2 of Original Lease, titled "TERM", is hereby modified as follows:


This Agreement shall be effective as of September 2, 2016 and shall run through and including September 1, 2017 ("Lease Term").

Paragraph 5 of the Original Lease, titled "RENT", is hereby modified as follows:

The rent is hereby adjusted to cover the expense of the HVAC replacement project, which will cost \$20,543.00. This cost is to be pro-rated over a period of 5 years, resulting in an annual cost of \$4,108.60 to Lessee. This annual cost shall be added to the current annual rent of \$15,042.72 for a total of \$19,151.32, with \$1,595.94 payable monthly during the Lease Term. Lessee shall pay the original monthly rent in the amount of \$1,253.56 until the date of project completion. Upon the project's completion, Lessee shall pay the adjusted rent amount of \$1,595.94 on the next rent due date and for each due date thereafter for the remainder of the Lease Term and during any holdover period. If Lessee does not renew this lease agreement at the expiration of the Lease Term and Lessee timely vacates the leased premises, then Lessee shall not be responsible for payment of the remaining unpaid portion of the project cost.

2. All other terms and conditions of the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Lease Renewal on this 23rd day of August, 2016.

Andy Dfh  Andy Griffiths
2016.08.25 09:04:00 -04'00'

SIGNATURE OF CHAIRPERSON OF THE BOARD

DATE

Mark T. Porter  Mark T. Porter
cn=Mark T. Porter, o=Monroe County School District,
ou=Superintendent,
email=Mark.Porter@KeysSchools.com, c=US
2016.08.25 09:05:36 -04'00'

SIGNATURE OF SUPERINTENDENT

DATE

Daniel R. Dombesti
SIGNATURE OF CONTRACTOR/REPRESENTATIVE

DATE

Daniel R. Dombesti
PRINT NAME AND TITLE

Ex. Director

8/23/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

51187 / Porter Allen Co Inc
513 Southard Street
Key West, FL 33040

CONTACT
NAME:

PHONE
(A/C No, Ext):

FAX
(A/C No):

E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURED

Boys & Girls Club of the Keys Area, Inc.
1400 United Street, Suite 108
Key West, FL 33040

INSURER A: **MARKEL INSURANCE COMPANY** 38970

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> JECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8502CY263142-13	03-25-2016	03-25-2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured for operations conducted by the named insured.

CERTIFICATE HOLDER

Monroe County School Board
241 Trumbo Road
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Bruce A. Kay

BWA
10



LEASE RENEWAL

THIS LEASE RENEWAL is made and entered into the date last written below, by and between The School Board of Monroe County, Florida ("Lessor"), and Boy and Girls Club of Key West ("Lessee"), in order to modify a term or terms of the agreement ("Original Lease") between both parties dated 5/13/14 (original agreement date).

1. The following terms of the Original Lease are hereby agreeably modified:

Paragraph 2 of Original Lease, titled "TERM", is hereby changed and shall now read as follows:

This Agreement shall be effective as of August 31, 2015, and shall run through and including September 1st, 2016


2. All other terms and conditions of the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Lease Renewal on this 25 day of

August, 2015.


SIGNATURE OF CHAIRPERSON OF THE BOARD

8.25.15
DATE


SIGNATURE OF SUPERINTENDENT

8.25.15
DATE


SIGNATURE OF CONTRACTOR/REPRESENTATIVE

8/12/15
DATE

Daniel P. Dembrasi
PRINT NAME AND TITLE



THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA **FACILITY LEASE AGREEMENT**

THIS AGREEMENT, entered into this 1st day of May, 2014, between **THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA**, (hereinafter "lessor" or "SCHOOL BOARD"), party of the first part, and the **BOYS AND GIRLS CLUB OF KEY WEST** (hereinafter "lessee", "tenant"), party of the second part:

WITNESSETH, that the said lessor does this day lease unto said lessee, and said lessee does hereby take as tenant under said lessor the indoor and outdoor facilities identified as follows: **Reynolds School, 1316 Reynolds Street, Key West, Florida 33040, situated in Monroe County, Florida (collectively referred to herein as the "Premises" or "Reynolds")**.

WHEREAS, Lessee shall use the facility for club activities and for no other purposes or uses whatsoever; and

WHEREAS, Lessor THE SCHOOL BOARD wishes to provide Lessee with a space for such club activities.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other valuable consideration, the parties to this Agreement hereby agree as follows:

1. This Agreement supersedes any/all prior Agreements. All prior Agreements are hereby terminated.

2. **TERM:**

This Agreement shall be effective as of May 1, 2014, and shall run through and including August 31, 2015 (hereinafter the "Term").

3. **PREMISES & USE:**

During the term of this Agreement, the SCHOOL BOARD grants the Lessee the

non-exclusive right to access and use the indoor and outdoor facilities to the property located at **Reynolds School, 1316 Reynolds Street, Key West, Florida 33040, situated in Monroe County, Florida**, for the sole purpose of allowing the Lessee to operate traditional Boys & Girls Club activities for the above-stated term. Specifically excluded from the indoor use are Rooms 6, 7, 8 and 15. Upon expiration of the term of this lease, Lessee shall remove all equipment, furniture and other items belonging to Boys & Girls Club and ensure that any repairs caused by Lessee's use of premises are repaired and the property returned in a clean condition. Failure to repair any damage or clean the property may result in Lessee being charged for the cost(s) to Lessor to repair/clean the property.

4. **ASSIGNMENT:**

The Lessee shall not assign, sublet, transfer, mortgage, pledge or otherwise encumber or dispose of this Lease during the term hereof, or underlet the demised premises or any part thereof or permit the premises to be occupied by any other persons.

5. **RENT:**

The Lessee agrees to pay the SCHOOL BOARD for services as follows:

- 5.1 The Lessee agrees to pay the SCHOOL BOARD an annual rental fee in the amount equal to \$2.64 per square foot. Total space used is 5,698 square feet for a total annual cost of \$15,042.72, with \$1,253.56 payable monthly during the term of this Agreement. This fee will include all utilities to include garbage, as well as custodial service. It does not include facilities maintenance, food service, information technology support or furnishings.
- 5.2 Lessee hereby accepts the premises in the condition it is in at the beginning of the lease. Lessee agrees to make good to the Lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of Lessee, or of any person or persons in the employ under the direction and control of the Lessee.
- 5.3 All payments are to be made to the SCHOOL BOARD on the first day of each and every month without demand.
- 5.4 Monthly Rental Fees will be prorated for any partial months during the Term. No other payments shall be required by the Lessee for the use of the Premises.

- 5.5 Rent shall be made payable to:

**SCHOOL BOARD OF MONROE COUNTY, FLORIDA
c/o Mark Porter, Superintendent of Schools
241 TRUMBO ROAD
KEY WEST, FL 33040**

6. THE SCHOOL BOARD AGREES THAT:

- 6.1 The SCHOOL BOARD will provide appropriate designated space on the premises for the Program described herein.
- 6.2 **SIGNS** - The Lessee may place signage at the Premises in areas visible to the general public, as well as share promotional materials for the BOYS & GIRLS CLUB program appropriate for youth and families.
- 6.3 The Lessee has the right to determine the extent, pace, design, and all other details of the operation of the Program and to modify, suspend and/or terminate the operation of the Program, as the Lessee may elect, in its sole and absolute discretion.
- 6.4 The Lessee is responsible for determining and collecting all fees for participation in the Program.
- 6.5 In the event that any participant's parent or legal guardian desires information regarding the Program, the SCHOOL BOARD and/or Reynolds should direct the parent or legal guardian to contact the BOYS & GIRLS CLUB OF KEY WEST.

7. THE LESSEE AGREES THAT:

- 7.1 To name the School (Reynolds School) as an additional insured under its liability insurance policies and to maintain the insurance coverage and amounts reflected in the certificates for the remainder of the school year.
- 7.2 The Lessee agrees to comply with all applicable laws, regulations, rules and ordinances of any state or local agency or government, including, but not limited to, licensure requirements. The Lessee shall require all personnel who have direct contact with students to undergo a Level 2 background screening pursuant to Fla. Stat. §1012.465. The parties agree that any BOYS & GIRLS CLUB OF KEY WEST personnel found through a Level 2 background screening to have been found guilty of, regardless of the adjudication, or entered a plea of nolo contendere or guilty to any offense listed in Fla. Stat. §435.04(2), or any drug related offense shall not be employed for the Program described herein with the SCHOOL BOARD.

- 7.3 The Lessee agrees to maintain all portions of the Reynolds premises in these Programs in a safe and clean manner, including repair of any damage which may occur by such use; this covenant and condition shall survive termination of this Agreement.
- 7.4 The Lessee agrees that signs, promotional materials and any advertising will conform to the requirements of School Board Policy 9700.01.

8. INDEMNIFICATION:

- 8.1 Subject to the limitations set forth in Section 768.28, Florida Statutes, neither the SCHOOL BOARD nor any agent or employee of the SCHOOL BOARD shall be liable to the BOYS & GIRLS CLUB OF KEY WEST for any injury or damage to the BOYS & GIRLS CLUB OF KEY WEST or to any other person for any damage to, or loss (by theft or otherwise) of, any property of the BOYS AND GIRLS CLUB OF KEY WEST or of any other person, irrespective of the cause of such injury, damage or loss, including, but not limited to, those injuries or damages caused by asbestos, lead paint and/or structural unsoundness of the premises, unless caused by or due to the gross negligence or intentional misconduct of the SCHOOL BOARD, its agents or employees without contributory negligence on the part of the BOYS & GIRLS CLUB OF KEY WEST, it being understood that no property, other than such as might normally be brought upon or kept in the premises as an incident to the reasonable use of the premises for the purposes herein permitted, will be brought upon or be kept in the premises.
- 8.2 The BOYS & GIRLS CLUB OF KEY WEST shall indemnify and save harmless the SCHOOL BOARD and its agents against and from (a) any and all claims (i) arising from (x) the conduct or management of the premises or of any business therein; or (y) any work or thing whatsoever done, or any condition created or permitted to exist (other than by the gross negligence or intentional misconduct of the SCHOOL BOARD) in or about the premises during the term of this Lease, or during the period of time, if any, prior to the commencement of the term hereof that the BOYS & GIRLS CLUB OF KEY WEST may have been given access to the premises, or (ii) arising from any negligent or otherwise wrongful act or omission of the BOYS & GIRLS CLUB OF KEY WEST or any of its subtenants or its or their employees, agents or contractors; and (b) all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon. In case any action or proceeding is brought against the SCHOOL BOARD by reason of any such claim, the BOYS & GIRLS CLUB OF KEY WEST upon notice from the SCHOOL BOARD, shall resist and defend such action or proceeding.
- 8.3 The BOYS & GIRLS CLUB OF KEY WEST shall carry public liability

insurance, in the amount of \$1,000,000.00 in respect of injuries to any one person, and \$1,000,000.00 in respect to any one accident or disaster, with companies and on forms acceptable to the SCHOOL BOARD, naming both the SCHOOL BOARD and the BOYS & GIRLS CLUB OF KEY WEST as parties insured thereby, insuring the parties against any such claim. All such policies of insurance shall provide thirty (30) days' notice to the SCHOOL BOARD as a condition precedent to the cancellation. Such policy shall be delivered to the SCHOOL BOARD. The BOYS & GIRLS CLUB OF KEY WEST shall provide the SCHOOL BOARD with evidence of payment of renewal premiums or replacement of policy and payment of premiums not later than thirty (30) days prior to the expiration of any such policy. The public liability policy shall include premises and operations. The provisions of this paragraph shall survive the expiration or termination of this agreement.

9. **TERMINATION:**

This Agreement can be terminated for breach of the covenants set forth herein. Termination of the Agreement for breach shall be effective upon given ten (10) days written notice of the breach of the Agreement and termination thereof. Additionally, either the SCHOOL BOARD or the BOYS & GIRLS CLUB OF KEY WEST can terminate this Agreement without cause at any time after giving the other party thirty (30) days written notice. Upon written termination of this Agreement for any reason, the Lessee's right of use and access to the Premises shall cease, the Lessee shall vacate the Premises, and neither party shall owe the other any further performance under this Agreement.

10. **WAIVER:**

The failure of either the SCHOOL BOARD or the Lessee to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Agreement, or to exercise any rights or election herein contained, shall not be construed as a waiver or relinquishment for that or the future of the performance of such or more obligations of the Agreement or of the right to exercise such election, but the same shall both continue and remain in full force and effect with respect to that and any subsequent breach, act or omission.

11. **NOTICES:**

Any notice, statement, demand or other communication required or permitted to be given or made by either party to the other, pursuant to this Agreement or pursuant to any applicable law, shall be in writing and shall be deemed to have been properly given and made if sent by registered or certified mail, return receipt requested, addressed to the other party at the address hereinafter set forth or at such other address as may be hereafter designated by either party by

notice to the other and shall be deemed to have been given or made on the day so mailed. Either party may, by notice given as aforesaid, designate a different address or addresses for notices, statements, demands or other communications intended for it.

Monroe County School Board:
Superintendent
Monroe County School District
241 Trumbo Road
Key West, FL 33040

Boys & Girls Club of Key West
President & CEO
1400 United Street
Key West, FL 33040

12. RULES AND REGULATIONS:

The Lessee acknowledges that it will be occupying real property owned by the School Board of Monroe County Florida, and expressly agrees to be subject to the reasonable rules and regulations of such body, and hereby covenants and agrees that it and its employees, servants, and agents will at all times observe, perform and abide by said rules and regulations as they exist and as they may be amended hereafter from time to time.

13. REMOVAL FROM GLYNN ARCHER SCHOOL:

Lessee agrees to remove all Boys & Girls Club property, equipment and furniture from the Glynn Archer location prior to or at the commencement of this Lease. Further, Lessee shall repair any damage to the facility caused by the Lessee's use of the premises and return the property in a clean condition, reasonable wear-and-tear excepted. Failure to repair any damage caused by Lessee's use of property or clean the property may result in Lessee being charged for the cost(s) to Lessor to repair/clean the same.

14. ADDITIONAL PROVISIONS:

14.1 The Lessee shall not discriminate against any person, or group of persons, on account of race, color, creed, sex, age, religion, national origin, marital status, handicap, having children or ancestry in the use, occupancy, or enjoyment of all or any part of the demised premises nor shall the Lessee or any person claiming under or through the Lessee establish or permit any such practice or practices of discrimination or segregation.

- 14.2** The SCHOOL BOARD hereby reserves the right at any time and from time to time to make alterations or additions to the premises and surrounding area. The SCHOOL BOARD also reserves the right to construct other or to add to other buildings or improvements to the premises and adjoining property, and/or to permit others to do so, from time to time.
- 14.3** This Lease contains the entire agreement between the parties hereto and all previous negotiations leading hereto and it may be modified only by an agreement in writing signed and sealed by the SCHOOL BOARD and the Lessee.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the SCHOOL BOARD and the BOYS & GIRLS CLUB
OF KEY WEST have duly signed and executed these presents on this 13th day of
May, 2014.

Signed, sealed and delivered in the presence of:

"LESSOR"
THE SCHOOL BOARD OF MONROE
COUNTY FLORIDA



Ron Martin, Chairman

Attest:




Mark Porter, Superintendent of Schools

"LESSEE"
BOYS & GIRLS CLUB OF KEY WEST,
INC.

BY:  CPO
Printed name and title


Lessee Signature


Witness as to Lessee:


Printed Name



CERTIFICATE OF LIABILITY INSURANCE

BOYS&-1

OP ID: RD

DATE (MM/DD/YYYY)

08/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gulfstream Insurance Group Inc
P.O. Box 8908
Fort Lauderdale, FL 33310-8908
David Arch

CONTACT NAME: Lynn Dowling, AINS, AAI, AAM

PHONE (A/C, No, Ext): 954-334-1726

FAX (A/C, No): 954-537-0177

E-MAIL ADDRESS: lynn@gulfstreaminsurance.net

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED Boys & Girls Clubs of the Keys
Area, Inc.
1400 United St, Ste 108
Key West, FL 33040

INSURER A: New Hampshire Insurance Co

INSURER B: Ashmere Ins Co

INSURER C: Great American Ins Co

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	01LX092176997-0	03/25/2017	03/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		01CA069968644-0	03/25/2017	03/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ \$500 DED
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WCP000019601AIC	05/29/2017	05/29/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime		01LX092176997-0	03/25/2017	03/25/2018	EmpTheft 50,000
A	Abuse/Molestation		01LX092176997-0	03/25/2017	03/25/2018	Limits \$1MIL/\$3MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate holder is named as additional insured on the general liability policy as required by written contract, but only as respects to the negligence of the named insured regarding operations under this policy; coverage does not extend to the negligence or errors & omissions of the additional insured.

CERTIFICATE HOLDER

MONROE3

Monroe County School Board
241 Trumbo Road
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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