

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Cheryl Dolin, R.A. Project Manager, Capital Projects, (954)797-1191

SUBJECT: Resolution

AFFECTED DISTRICT: District 2

TITLE OF AGENDA ITEM:

A resolution of the Town of Davie, Florida, authorizing the Mayor to execute the “First Amendment to Reciprocal Lease Agreement with the Town of Davie” prepared by the School Board of Broward County for the construction of the Nova High School Athletic Field Stadium.

REPORT IN BRIEF: The Town of Davie has previously entered into a lease agreement with the School Board of Broward County and has previously agreed to fund and construct specified athletic field improvements which included lighting and electrical service for an existing football / soccer field, the construction of a multipurpose practice field, and the construction of a grass parking area.

The School Board has recently received an additional \$250,000.00 as a community donation to further enhance the athletic facilities at Nova High School by building an Athletic Field Stadium. The SBBC would like the Town of Davie to be Construction Manager for the construction of the Athletic Field Stadium, and to perform work with the Town’s subcontractors to install concrete bleacher slabs and walkways, install security fencing, and to acquire and install bleachers and a press box. SBBC is also requiring that the Town of Davie obtain a Performance and Payment Bond for this project.

PREVIOUS ACTIONS:

None.

CONCURRENCES:

N/A

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$ 250,000.00 Account Name: SBBC Community Donations

If no, amount needed: N/A

What account will funds be appropriated from: N/A

RECOMMENDATION(S):

N/A

Attachment(s):

Resolution, “First Amendment to Reciprocal Lease Agreement with the Town of Davie”

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE "FIRST AMENDMENT TO RECIPROCAL LEASE AGREEMENT WITH THE TOWN OF DAVIE" PREPARED BY THE SCHOOL BOARD OF BROWARD COUNTY FOR THE CONSTRUCTION OF THE NOVA HIGH SCHOOL ATHLETIC FIELD STADIUM.

WHEREAS, the Town of Davie and the School Board of Broward County (SBBC) entered into a Lease Agreement on June 19, 2001, ("Agreement") that provided the Town certain uses of the School Board of Broward County's athletic and recreational facilities at Nova High School, and

WHEREAS, the Town previously funded and constructed capital improvements at Nova High School which included the installation of lighting and electrical service for an existing football / soccer field, the development of a multipurpose practice field, and the construction of a grass parking area, and

WHEREAS, the SBBC has received a community donation of \$250,000.00 to further enhance the athletic facilities at Nova High School by the construction of an Athletic Field Stadium, and

WHEREAS, the Town is desirous of working together with the SBBC to purchase, install, and construct said athletic facility enhancements at Nova High School, and

WHEREAS, the Town and SBBC wish to provide by this "First Amendment to the Agreement with the Town of Davie" ("Amendment") an expanded scope of funding and construction for additional capital improvements at Nova High School athletic facilities as defined in the Amendment,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The "First Amendment to Reciprocal Lease Agreement with the Town of Davie", is hereby approved by the Town Council.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002.

MAYOR/COUNCIL MEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002.

**FIRST AMENDMENT TO
RECIPROCAL LEASE AGREEMENT
WITH THE TOWN OF DAVIE**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2002, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

TOWN OF DAVIE

(hereinafter referred to as "TOWN"),
a municipal corporation operating and
existing under the Laws of the State of Florida,
whose principal place of business is
6591 Orange Drive, Davie, Florida 33314

WHEREAS, the **SBBC**, and **TOWN** entered into a Lease Agreement on June 19, 2001, ["Agreement"] that provided the **TOWN** certain uses of **SBBC's** athletic and recreational facilities at Nova High School, and

WHEREAS, the **TOWN** funded and constructed capital improvements at Nova High School to install lighting and electrical service for existing football/soccer field and development of multi-purpose practice area field and grass parking area, and

WHEREAS, the **SBBC** has received a community donation of \$250,000 to further enhance the athletic facilities at Nova High School, and

WHEREAS, the **TOWN** is desirous of working together with the **SBBC** to purchase, install and construct said athletic facility enhancements to Nova High School,

WHEREAS, **SBBC** and the **TOWN** wish to provide by this First Amendment to Agreement for Lease of Recreational Facilities ["Amendment"] an expanded scope of funding and construction for additional capital improvements at Nova High School athletic facilities as defined herein;

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

1. ARTICLE 2.10, entitled TOWN IMPROVEMENTS, of the Agreement is hereby amended to read as follows:

2.10 TOWN IMPROVEMENTS. During the term of this Agreement, the TOWN shall perform certain improvements (hereafter referred to as “TOWN IMPROVEMENTS”) to the Leased Premises as more fully described in *Exhibit B* which is attached hereto and incorporated herein by reference. Furthermore, TOWN agrees that the TOWN IMPROVEMENTS described in *Exhibit B* shall be implemented at its sole expense and shall be performed in conformance with all applicable building codes.

2. The Agreement is hereby amended to include the following new articles:

2.11 SCHOOL BOARD IMPROVEMENTS. During the term of this Agreement, SBBC shall fund certain improvements (hereinafter referred to as “SBBC IMPROVEMENTS”) to the Leased Premises as more fully described in *Exhibit C* which is attached hereto and incorporated herein by reference. SBBC agrees that SBBC IMPROVEMENTS shall be funded by SBBC and constructed by TOWN in conformance with all applicable building codes. In no event shall SBBC be obligated to expend any public funds for capital improvements in excess of the project cost set forth in *Exhibit C* in this Amendment.

2.12 INVOICING AND PAYMENTS. During the construction of capital improvements fully described in *Exhibit C*, the TOWN will submit itemized statements for payment to the Superintendent of Schools or his designee in the following manner:

A. The TOWN shall periodically submit to the Superintendent of Schools or his designee, copies of invoices for services rendered and materials obtained by the contractor(s) with regard to capital improvements listed in *Exhibit C*.

2.13 PROJECT. The TOWN will make athletic facility enhancements at Nova High School and which shall hereinafter be referred to as Project. A description of the Project is attached hereto as Exhibit C and is incorporated herein by reference.

2.14 PLANS. The TOWN, as the Construction Manager, will prepare the construction plans for the Project. The plans will be submitted to the Superintendent of Schools or his designee for review and approval. Plans for the Project shall meet the State Requirements for Educational Facilities – 1999 [SREF 1999] and shall meet SBBC’s materials standards.

2.15 **CONSTRUCTION MANAGER.** The TOWN shall serve as the construction manager for the Project. As construction manager, the TOWN agrees to obtain all necessary permits and approvals and to commence construction of the Project through subcontractors.

2.16 **UBI INSPECTIONS.** The TOWN agrees to obtain all required UBI inspections from SBBC or from another agency having authority to conduct UBI inspections.

2.17 **PROJECT AUDITS.** The TOWN'S Project Records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any statements for payment, invoices, descriptions of construction improvements or claims submitted by the TOWN or any of its payees pursuant to this Agreement.

A. Project Records Defined. For the purposes of this Agreement, the term "Project Records" shall included, but not be limited to, accounting records, payroll time sheets, audited and un-audited financial statements to substantiate overhead rates, written policies and procedures, contractor and sub-contractor files (including proposals of successful and unsuccessful subcontractors), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. The TOWN shall be responsible for compliance with any public documents requests made by third persons regarding the Project Records and for any costs and attorney's fees associated with such requests. Records specifically made privileged by state law shall remain privileged notwithstanding the provisions of this Agreement.

2.18 **AUDITOR ACCESS.** For the purpose of such audits, inspections, examinations and evaluations, The School Board's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by The School Board to the TOWN pursuant to this Agreement.

2.19 **AUDITOR WORK SPACE.** The School Board's agent or its authorized representative shall have access to all necessary records and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Agreement. The School Board's agent or its authorized representative shall give the TOWN reasonable advance notice of intended audits.

2.20 **AUDIT EXPENSE.** If an audit inspection or examination conducted in accordance with this Agreement discloses overcharges of any nature by the TOWN to The School Board in excess of ten percent (10%) of the total contract billings, the actual cost of The School Board's audit shall be paid by the TOWN.

2.21 **REIMBURSEMENT OF OVERCHARGES.** All costs for which the TOWN is unable to provide support or documentation to substantiate that such costs were incurred as represented by the original breakdown of cost or found not to be in compliance with the provisions of this Agreement shall be disallowed. The TOWN shall reimburse The School Board for any disallowed amounts that were already paid to it by The School Board.

2.22 **CONTRACTOR AUDITS.** The TOWN shall require its contractor and subcontractors to comply with the audit provisions of this Agreement by insertion of these requirements in any written contract. Failure to obtain such written contracts which include such provisions shall constitute good and sufficient grounds for The School Board to exclude some or all of the related costs from amounts payable to the TOWN pursuant to this Agreement.

2.23 **BOND.** Before commencement of the SBBC improvements, the TOWN shall furnish a surety bond pursuant to Section 255.05, Florida Statutes, which guarantees the completion of the Project and the performance of the work necessary to complete the project, as well as full payment of all suppliers, materialmen, laborers or subcontractors employed to provide services to complete the Project. The TOWN agrees to deliver a copy of the surety bond to The School Board in advance of making any improvements to SBBC's property. Such bond shall remain in effect for one (1) year after completion of the Project. In the event of the discovery of any item of defective work and materials, the TOWN shall be responsible to make a claim against the subcontractor's, with notice to the surety.

2.24 **OTHER PROVISIONS IN EFFECT.** Except as expressly modified herein, all other provisions contained in the Agreement remain in full force and effect.

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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By _____
Dr. Robert D. Parks, Chairperson

Franklin L. Till, Jr., Superintendent of Schools

Approved as to Form:

School Board Attorney

FOR TOWN OF DAVIE

(Municipal Seal)

TOWN OF DAVIE

ATTEST:

Town Clerk

By _____
Harry Venis, Mayor, Town of Davie

EXHIBIT C

Schedule of Improvements

Nova High School

Improvement	Approved Cost
• Installation of concrete bleacher slabs and walkways	\$ 45,000.00
• Installation of security fencing for spectators and playing fields	\$ 45,000.00
• Installation of home and visitors bleachers and press box (1000 home and 500 visitor seating)	\$160,000.00

The recreational facilities improvements will be constructed in phases, as funds become available. The Town will construct improvements within this first amendment not to exceed the two hundred fifty thousand (\$250,000) dollars that are available for this project at the present time. SBBC agrees to pay the Town a sum of up to two hundred fifty thousand (\$250,000) dollars after submission of itemized statements for payment to the Superintendent of Schools or his designee. Copies of invoices for services rendered and/or material obtained shall also accompany this statement. SBBC shall reimburse the Town of Davie for improvement expenses within sixty days of payment statement date.