



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the Facility Lease Agreement with Representative Marie Woodson for the use of office space, storage, and lobby area at South Campus Bldg. 73. Fiscal Impact: \$0.00, Cumulative Amount: \$0.00, Revenue: \$9,129.33

Presenter(s): Deborah Czubkowski, Vice President of Facilities Management

1. Describe the type and purpose of the agreement.

The District Board of Trustees of Broward College, Florida (Broward College), entered into a one-year contract with State Representative Marie Woodson (Rep. Woodson) to maintain a local office. This contract, which began on December 31, 2023, allows Rep. Woodson to use two office spaces, storage space, and a lobby area, totaling 903 square feet, in Building 73 at the Broward College South Campus.

Following her recent reelection to the Florida House of Representatives, Rep. Woodson has requested a new one-year contract under the same terms as the existing agreement, which is set to expire on December 31, 2024.

For many years, Rep. Woodson and other State Representatives have leased office space at various Broward College locations. In the past, the College has leased space to State Representatives at a rate of \$10.11 per square foot, which covers the cost of maintenance and operation of the space.

If approved, Rep. Woodson's new contract would allow her to continue occupying the same space in Building 73 at the South Campus, starting January 1, 2025, and ending December 31, 2025.

2. For non-routine activities for which the College does not use a standard contract template, describe the business rationale for the activity and competitive selection process, if applicable.

Not Applicable

3. Describe anything unusual about the agreement and why it was determined acceptable.

This is Broward College Standard Facility Lease Agreement and there is nothing unusual about this agreement

4. [To Be Answered by Legal Department Only] Describe any unusual legal terms and conditions that were not resolved during the review process.

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

This Executive Summary is approved by:

**Deborah Czubkowski
Vice President of Facilities Management**

APPROVAL PATH: CS 171 Representative Marie Woodson Facility Lease Agreement

Department Head 1 Auto Complete	N/A Auto Complete	11/19/2024
Review Executive Summary and Add Files	Sheldon Riles	11/19/2024
Auto Complete - No IT Review Needed	Sheldon Riles	11/19/2024
Department Head 2 Review	Deborah Czubkowski	11/19/2024
Departments Approved-Auto Complete	Sheldon Riles	11/25/2024
Auto Complete-No IT Review Needed	Raj Mettai	11/25/2024
Auto Complete - No Procurement Review	Orlando Aponte	11/25/2024
Budget Review- Auto Complete	Christine Sims	11/25/2024
Department Head 3 Review	Donald Astrab	11/22/2024
Contracts Coordinator Review	Natalia Triana-Aristizabal	11/25/2024
Budget Review- Auto Complete	Christine Sims	11/26/2024
Attorney Review	Kristina Raattama	11/26/2024



FACILITY LEASE AGREEMENT

This FACILITY LEASE, made by and between:

The District Board of Trustees of Broward College, Florida, a political subdivision of the State of Florida, ("College" or "Landlord") and Representative Marie Woodson ("Tenant") (collectively, the "Parties").

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, it is hereby mutually agreed by and between the Parties as follows:

1. DESCRIPTION TERM AND PAYMENT.

Landlord hereby leases unto Tenant 903 Sq. Ft. of space, including Room 118, 118A, 119, and 120 of Building 73 of the Broward College South Campus located at 7200 Pines Blvd, Pembroke Pines, FL 33024 in Broward County, Florida ("Premises"), for the purpose of maintaining a local office commencing on January 1, 2025 for 12 months through December 31, 2025, with the monthly operational and maintenance costs of \$10.11 per square foot, per year, which is \$761.62 per month, which shall be due on the first day of every month.

2. USE OF PREMISES.

Tenant accepts the Premises in "as-is" condition. Tenant may use and occupy the Premises for Tenant's general office and administrative business use, and for no other purpose whatsoever. Tenant covenants that Tenant will not permit the Premises to be occupied by any person, firm, or corporation other than Tenant and its employees unless written permission is given by the Landlord. Tenant covenants that no College equipment or property on the Premises shall be used to support any person, firm or corporation other than Tenant and its employees unless written permission is given by the College. The Premises and the use thereof cannot be transferred by the Tenant. Tenant further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon the Premises, no act or thing shall be permitted and nothing shall be kept in or about the Premises which will increase the risk of hazard of fire, and no waste shall be permitted or committed upon or any damage done to the Premises, and Tenant shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority. Tenant covenants and agrees to comply with any and all rules and regulations promulgated by Landlord from time to time concerning the Premises and the building.

3. UTILITIES AND OTHER SERVICES.

Unless otherwise hereinafter specifically agreed, Landlord shall furnish Tenant, without any charge, the utilities and services listed on Exhibit A.

Landlord does not insure power supply from external generator for any facility within the College in the case of FP&L failures; battery back-ups shall be the responsibility of Tenant.

Landlord shall not be liable to Tenant for any loss, damage, direct, consequential or otherwise, or expense sustained or incurred by Tenant as a result of a change in the quantity or the character, or availability or suitability of any of the above utilities and services and the rent will not abate in the event of a disruption.

4. ALTERATIONS AND IMPROVEMENTS.

Tenant is prohibited from making any changes, alterations, additions and improvements to the Premises.

5. HOLD OVER BY TENANT.

Tenant may not hold over and remain in possession of the Premises after the expiration of this Lease. If Tenant remains in possession of the Premises after the expiration of this Lease until such time as Landlord has evicted Tenant, Tenant shall pay monthly an amount equal to 200% of the rent set forth in Section 1 above.

6. INDEMNIFICATION.

To the extent permitted by law, Tenant agrees to indemnify, save harmless and defend Landlord and its officers, directors, agents, attorneys and employees, from and against any and all claims of whatever nature arising from any act, omission or negligence of Tenant, or Tenant's agents, servants or employees. This section shall survive the expiration or earlier termination of the Lease.

7. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Lease and shall be fully binding until such time as any proceeding brought on account of this Lease is barred by any applicable statute of limitations.

8. COLLEGE'S TAX EXEMPTION.

The Tenant shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Tenant shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Lease.

9. HAZARDOUS SUBSTANCES.

Tenant shall not bring any Hazardous Materials onto the Premises. For the purposes of this Lease, "Hazardous Materials" means substances regulated under federal law or by the laws of the state or municipality in which the Premises are located, and including but not limited to asbestos, radioactive and petroleum-related products. In the event Tenant brings Hazardous Materials onto the Premises, Landlord may immediately, upon giving Tenant notice, declare Tenant in default under the Lease and take whatever action Landlord deems necessary to cure the default and Tenant shall be responsible for all costs and expense associated therewith.

10. AMENDMENTS.

This Lease may be amended only when reduced to writing and signed by both Parties.

11. ENTIRE AGREEMENT.

This Lease states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Lease. The acceptance or acquiescence of any course of performance rendered under this Lease shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Lease shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

12. COMPLIANCE.

The Tenant, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws

and regulations relating to the performance of the Lease.

13. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Lease. In the event it is necessary for either Party to initiate legal action regarding the Lease, venue for all claims shall be in Broward County, Florida.

14. NO ASSIGNMENT OR SUBLETTING.

Tenant may not assign, whether by operation of law or otherwise, or sublet the Premises or any portion thereof. At Landlord's option, any assignment or sublet in violation of this provision shall be null and void.

15. DEFAULT.

If Tenant (a) fails to pay any installment of rent or other sum due hereunder within five (5) days after receipt of notice of such failure from Landlord; (b) fails to perform any of its other obligations herein contained within thirty (30) days after receipt of notice of such failure from Landlord or such additional period as is reasonably necessary to effect cure; or (c) if a petition in bankruptcy shall be filed by or against Tenant (provided Tenant shall have ninety (90) calendar days to stay any involuntary proceeding), then Landlord may, at Landlord's option, may exercise any and all remedies available at law or in equity on account of such default.

16. TERMINATION FOR CONVENIENCE.

The College may terminate this Lease with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Tenant. The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Lease.

17. SURRENDER UPON TERMINATION.

Tenant agrees that upon expiration of the lease term, or upon the termination of the lease, it will, peaceably surrender and deliver the Premises to Landlord, its agents or assigns.

Tenant further agrees that it will leave the Premises and the contents thereof in the condition existing at the commencement of this Lease, subject to reasonable wear and tear during the term of the Lease.

Tenant further agrees to allow a representative of Landlord to inspect the Premises to determine that the Premises is in the same state and repair as it was at the time it was leased to Tenant, subject to reasonable wear and tear.

18. DAMAGE TO PREMISES.

Tenant agrees that all of its personal property placed on the Premises shall be at the risk of Tenant. Tenant shall give Landlord, or to its agent, prompt written notice of any accident to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinkler and water systems, elevators, heating units, air conditioning units, plumbing and electrical wiring.

19. LANDLORD RIGHT OF ENTRY.

Landlord and any authorized employees or agents may enter the Premises, upon reasonable notice to Tenant, to inspect the same, to verify compliance with the Lease, in emergencies, to make repairs and/or provide services required by the Lease, if any, to make repairs or alterations to other parts of the building in which the Premises is located and for showing the Premises for rental.

20. FIRE OR OTHER CASUALTY.

In the event of injury to the Premises or any part thereof during said term by fire or other casualty, Tenant shall give immediate notice thereof to Landlord. If the Premises suffer minor damage on account of the casualty, as determined by Landlord, and are rendered temporarily untenable by the casualty, all rental payments shall abate until the Premises is repaired. If the Premises or building in which the Premises is located suffers more than minor damage, this Lease shall terminate effective as of the date of the casualty.

21. MAINTENANCE AND REPAIRS.

Tenant shall keep the interior, non-structural portions of the Premises and fixtures, furnishings and equipment provided by Landlord in good clean order, condition and repair, and shall deliver same to Landlord at the termination of this Lease in good order and condition, normal wear and tear excepted. Landlord covenants to keep the said Premises in good structural repair normal wear and tear and damage by fire or other casualty excepted.

22. WAIVER.

Failure of either party to insist upon strict performance of any covenant or condition of this Lease or to exercise any right or option herein contained shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

23. DISPUTES.

In the event a dispute arises which the Tenant and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

24. MARKETING.

Tenant may not use the College's name in marketing materials for any purpose. Tenant is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Tenant as well as the products and/or services offered by the Tenant. Tenant is strictly prohibited from releasing any statements to the media regarding work performed under this Lease without the review and the express prior written approval of the College. The College's approval is at its sole discretion.

25. NO CONSTRUCTION AGAINST DRAFTER.

Each Party has participated in negotiating and drafting this Lease, so if an ambiguity or a question of intent or interpretation arises, this Lease is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Lease.

26. RADON GAS.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

27. NOTICES.

Any notice or demand, which, under the terms of this Lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by hand delivery or Certified mail sent to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice, or by facsimile.

Notice to Landlord shall be addressed to:
Sheldon Riles AVP of Real Estate

Notice to Tenant shall be addressed to:
Representative Marie Woodson

3501 Davie Road, Bldg 23

Davie, FL 33314

Copy to: Office of General Counsel

111 East Las Olas Boulevard

5th Floor

Fort Lauderdale, FL 33301

HD-105

Broward College South Campus

7200 Pines Boulevard, Bldg. 73, Ste. 120

Pembroke Pines, FL 33024

28. SEVERABILITY.

Should any term or provision of this Lease be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Lease, and the Lease shall remain operable, enforceable and in full force and effect to the extent permitted by law.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the dates hereinafter subscribed.

Landlord

Tenant

Signature

Signature

Print

Print

Title

Title

Date

Date

**LEASE AGREEMENT
EXHIBIT "A"**

UTILITIES AND OTHER SERVICES

Landlord shall furnish Tenant the following utilities and services:

- Air Conditioning
- Electricity
- Janitorial Services
- Water
- Pest Control
- Trash Removal
- College Campus Security
- Furnished meeting rooms and common areas
- High-speed internet connection in office