



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## Special Order Request

☒ Yes ☐ No

Time  
3:00 PM

## Open Agenda

☒ Yes ☐ No

ITEM No.:

LL-2.

MEETING DATE

Oct 6 2015 10:15AM - Regular School Board Meeting

AGENDA ITEM

OPEN ITEMS

CATEGORY

LL. OFFICE OF PORTFOLIO SERVICES

DEPARTMENT

Facility Planning and Real Estate

TITLE:

First Amendment to Twenty-Four (24) Classroom Agreement with the City of Parkland

### REQUESTED ACTION:

Approve the First Amendment to Twenty-Four (24) Classroom Agreement between The School Board of Broward County, Florida and the City of Parkland (City).

### SUMMARY EXPLANATION AND BACKGROUND:

In order to help accommodate for the increase in students from planned residential development in the City, the original Classroom Addition Agreement (Agreement) was executed by the School Board on October 9, 2014 and by the City on October 15, 2014. The Agreement stated that in exchange for the City's initial payment to the School Board in the amount of seven million seven hundred twenty four thousand dollars (\$7,724,000) (Contribution Payment), the School Board would construct, maintain, and operate twenty-four (24) permanent classrooms at public school(s) within the corporate limits of the City and remove twenty-four (24) portable classrooms. See Supporting Docs for continuation of Summary Explanation and Background.

The First Amendment to Twenty-Four (24) Classroom Agreement with the City of Parkland has been reviewed and approved as to form and legal content by the Office of the General Counsel.

### SCHOOL BOARD GOALS:

☒ Goal 1: High Quality Instruction ☐ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

### FINANCIAL IMPACT:

The source of these funds is the City of Parkland and is identified in the Adopted District Educational Facilities Plan (ADEFP, Fiscal year 2015-16 to 2019-20, Addendum Number 4, Page Number 275.

### EXHIBITS: (List)

(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) First Amendment to Twenty Four Classroom Agreement (4) Collaboration Form (5) ADEFP Addendum No 4 Page No 275

### BOARD ACTION:

**APPROVED**

(For Official School Board Records Office Only)

### SOURCE OF ADDITIONAL INFORMATION:

Name: Chris O. Akagbosu

Phone: 754-321-2162

Name:

Phone:

### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

#### Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Signature

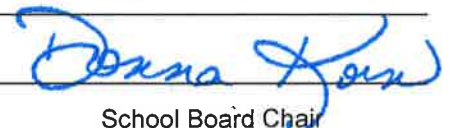
Leslie M. Brown

9/29/2015, 8:15:42 AM

Approved In Open  
Board Meeting On:

OCT - 6 2015

By:

  
School Board Chair

Continuation of Summary Explanation and Background

The Agreement prescribed a schedule for payment and the delivery of the classrooms and enabled the School Board to request up to an additional one million two hundred thirty-two thousand dollars (\$1,232,000) ("Excess Payment") from the City by September 15, 2016, if necessary, to complete the classroom additions.

The City wishes to expedite a payment installment to facilitate the timely delivery of the classrooms and to enable the completion of all twenty-four classrooms by the opening day of school in the 2017/18 school year. Therefore, the Agreement is hereby modified primarily to reflect a payment installment of \$750,000 to the School Board by October 16, 2015, which would allow the design work for the classrooms to commence. The Amendment also modifies the schedule to reflect the completion of the twenty-four classrooms by the opening day of school in the 2017/18 school year.

The First Amendment to Twenty-Four (24) Classroom Agreement with the City of Parkland has been reviewed and approved as to form and legal content by the Office of the General Counsel.

## **Executive Summary**

### **First Amendment to Twenty Four (24) Classroom Agreement with the City of Parkland**

In order to accommodate for the increase in students within the City, the original Classroom Addition Agreement proposed that in exchange for payment of funds in the amount of seven million seven hundred twenty-four thousand dollars (\$7,724,000) from the City fund to the School Board, the School Board shall construct, maintain, and operate twenty-four (24) permanent classrooms ("Classroom Additions") at one or more public schools located within the corporate limits of the City, and remove twenty-four (24) portable classrooms at a location of the School Board's sole discretion as long as the location is within the North School Impact Fee Service Area, which also includes the corporate limits of the City.

Pursuant to the Classroom Addition Schedule contained in the original Agreement, a lump sum payment is due to the School Board by February 15, 2016, to fund the completion of twelve (12) classrooms by the opening day of school in the 2017/18 school year, and twelve (12) classrooms prior to the opening day of school in the 2018/19 school year. Also, if staff determines that seven million seven hundred twenty four thousand dollars (\$7,724,000) is insufficient to fully fund the Classroom Additions, then staff must notify the City by September 15, 2016, and include an itemized list to justify the need for additional funds. Upon the notification, the Developer will pay an additional amount of up to one million two hundred thirty-two thousand dollars (\$1,232,000) for a total maximum contribution of eight million nine hundred fifty-six thousand dollars (\$8,956,000) to the School Board. The dollar amounts and timeframes for payment included in the Classroom Addition Agreement were produced in collaboration with URS, the consulting firm that provides program management services to the District. Furthermore, the original Agreement includes a provision that in the event the twenty four (24) Classroom Additions are not constructed, in whole or in part, by the School Board for any reason, the School Board shall construct the maximum number of classrooms that the available received funds permit, and the School Board must return all unspent or uncommitted funds to the City no later than December 31, 2017.

The City wishes to expedite a payment installment of seven hundred fifty thousand dollars (\$750,000) ("Design Payment") to enable the design work for the project to commence and completion of the full twenty four (24) classroom additions by the opening day of school in the 2017/18 school year. Therefore the Amendment was modified primarily to incorporate this transaction and to reflect the expedited construction schedule. The amendment also includes a clause which allows for a refund of the Design Payment to the City if a design contract is not awarded. It should be noted that the potential total maximum contribution amount has remained the same (\$8,956,000). Pursuant to this Amendment, if the design contract is not awarded and the Design Payment must be refunded to the City, the terms of the original Classroom Addition Agreement are reinstated.

**FIRST AMENDMENT**  
**TO**  
**TWENTY-FOUR (24) CLASSROOM AGREEMENT**

THIS FIRST AMENDMENT TO TWENTY-FOUR CLASSROOM AGREEMENT ("Amendment") made this 6th day of October, 2015, by **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, a body corporate existing under the laws of the State of Florida ("School Board"), with an address of 600 SE Third Avenue, Fort Lauderdale, FL 33301, and the **CITY OF PARKLAND**, a municipal corporation of the State of Florida ("City"), with an address of 6600 University Drive, Parkland, FL 33067. The "Effective Date" of this Amendment shall be the date on which the last party to this Amendment signs.

**WITNESSETH:**

**WHEREAS**, the original Twenty-Four (24) Agreement, dated October 15, 2014 ("Agreement") was executed by the City on October 15, 2014 and the School Board on October 9, 2014; and

**WHEREAS**, since the Agreement was approved by the City and the School Board, the City has stated its desire to accelerate the construction of the classrooms provided for in this Amendment; and

**WHEREAS**, in response to the City's desire to accelerate the construction schedule, the School Board has prepared a schedule that provides for completion of the Twenty-Four (24) Classroom addition at Riverglades such that it will be ready for occupancy by the opening of school in the 2017/18; and

**WHEREAS**, since the Agreement was approved by the City and the School Board, a new project timeline has been established which requires the City provide funds for design and construction of the classrooms in advance of the dates provided in the Agreement; and

**WHEREAS**, the City and School Board desire to amend the Agreement to reflect the changed conditions described above, while implementing and restating the Agreement to the fullest extent possible, subject to these changed conditions and terms as set forth herein; and

**NOW THEREFORE**, in consideration of the payments, promises, covenants and undertakings hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

Section 1. Recitations. The recitals set forth above are true and correct and are incorporated into this Amendment by this reference as if fully set forth herein.

Section 2. Paragraph 2 of the Agreement is hereby amended to read as follows<sup>1</sup>:

---

<sup>1</sup> Proposed additions to existing Agreement text are shown by underlining; proposed deletions from existing Agreement text are shown by ~~strikethrough~~.

48 2. Payment and Construction of Classroom Additions.

- 49
- 50 a. Developers' and City's Payment for Classroom Additions. Upon
- 51 approval of this Amended Agreement, the City shall remit \$750,000 (the
- 52 "Design Payment") no later than October 16, 2015 so that the School
- 53 Board may consider and award a design contract at their October 20, 2015
- 54 meeting. Should approval of this agreement not occur until after October
- 55 20, 2015, the Design Payment shall be received by the School Board no
- 56 later than October 30, 2015 such that the design contract may be awarded
- 57 at the November 3, 2015 School Board meeting. In the event that a design
- 58 contract is not awarded, the School Board shall refund the Design Payment
- 59 to the City within thirty (30) days from November 3rd.
- 60

61 Pursuant to the terms and conditions contained in a separate agreement

62 between the City and the Developer (the "Annexation Agreement")

63 attached hereto as Exhibit "B", the Developer has agreed to pay funds in

64 a lump sum to the City in the amount of Seven Million Seven Hundred

65 Twenty Four Thousand Dollars \$7,724,000 (the "Initial Payment"). To

66 the extent the Initial Payment is received by the City from the Developer,

67 on or before January 15, 2016, such Initial Payment shall be paid by the

68 City in a lump sum to the School Board, on or before February 15, 2016,

69 for the School Board to construct twenty four (24) classrooms within one

70 or more permanent additions to existing Broward County Public

71 Schools to be located within the corporate limits of the City said

72 additions shall be owned by the School Board and shall be maintained

73 and operated by the School Board for at least five (5) years, following

74 the commencement of the Project; this five (5) year period shall begin

75 upon the issuance of the first building permit for a residence within the

76 Project, other than for model homes. The location of each Classroom

77 Addition constructed pursuant to this Agreement, shall be at the School

78 Board's sole discretion, as long as it is located within the corporate limits

79 of the City.

80

81 If the School Board determines that the Initial Payment is insufficient to

82 fund the Classroom Additions, the School Board shall notify the City in

83 writing, and include an itemized report of the additional costs to complete

84 the Classroom Additions (the "Excess Notice"), no later than September

85 15, 2016. The City shall provide the Excess Notice to the Developer

86 within ten (10) calendar days of the City's receipt of said notice from the

87 School Board, or in any event, no later than September 25, 2016. The City

88 shall request the Developer to pay to the City such additional funds as are

89 necessary to complete the Classroom Additions, in a lump sum on or

90 before November 25, 2016, in an amount not to exceed One Million Two

91

92

93

94

Hundred Thirty Two Thousand Dollars \$1,232,000 (the "Excess Payment"). To the extent of the City's receipt of the Excess Payment from the Developer, the City shall pay the Excess Payment to the School Board no later than December 31, 2016. The Initial Payment and the Excess Payment are defined together as (the "Classroom Addition Payments"). Together, the Classroom Addition Payments shall not exceed Eight Million Nine Hundred Fifty Six Thousand Dollars \$8,956,000. In the event the twenty four (24) Classroom Additions are not constructed, in whole or in part, by the School Board for any reason, including but not limited to failure to receive funds from the Developer in a timely fashion, or the funds are insufficient to construct the twenty four (24) Classroom Additions, the School Board shall construct the maximum number of classrooms within one or more permanent additions to existing Broward County Public Schools, located within the corporate limits of the City that the available funds received pursuant to this Agreement permit. The School Board shall promptly return all unspent and uncommitted funds (as may be evidenced by a binding construction contract or other actions related to development for Classroom Additions provided herein which legally and financially obligate the School Board to the project) to the City no later than December 31, 2017.

In addition to the School Board's construction of the twenty four (24) Classroom Additions, the Classroom Addition Payments shall also fund the removal of twenty four (24) existing portable classrooms by the School Board from the North School Impact Fee Service Area, as defined in Section 5-182(7)(a) of the Broward County Land Development Code, which includes the corporate limits of the City ("Portable Classroom Removals"). The location of each existing portable classroom that is to be removed shall be at the School Board's sole discretion as long as it is within the North School Impact Fee Service Area.

NOTWITHSTANDING ANY OTHER PROVISIONS CONTAINED HEREIN, the City's obligation to pay the Classroom Addition Payments to the School Board is conditioned upon and subject to the payment of the Classroom Addition Payment by the Developer to the City. The School Board acknowledges in no event shall any payments pursuant to this Agreement be due prior to approval of rezoning for the Project, and the conclusion of the rezoning approval appeal period.

- b. School Board's Construction of Classroom Additions. In accordance with the Classroom Addition Schedule, the School Board shall construct (or cause to be constructed) the Classroom Additions, and proceed diligently to complete (or cause to be completed) the Portable Classroom Removals (as applicable). Except for the payment of the Classroom Addition Payments from the Developer to the City, and from the City to the School Board in accordance with the Classroom Addition Schedule, the City shall not be responsible for the costs or expenses associated with the School

Board's construction, maintenance, and/or operation of the Classroom Additions or the Portable Classroom removals, other than those included in this Agreement.

c. The School Board shall own the Classroom Additions and shall be responsible for maintaining and operating the Classroom Additions at its sole cost and expense.

d. The School Board's construction of the Classroom Additions shall be done in a good and workmanlike manner, free of material defects, and shall comply with all the State of Florida Requirements for Educational Facilities (SREF) and applicable School Board policies and procedures.

e. The City's obligation to pay the Classroom Addition Payments to the School Board is conditioned upon and subject to the payment of the Classroom Addition Payments by the Developer to the City.

f. The School Board's obligation to construct the Classroom Additions and the Portable Classroom Removal pursuant to this Agreement, is conditioned upon and subject to the payment of the Classroom Addition Payments, in accordance with the Classroom Addition Schedule, by the Developer to the City and then by the City to the School Board. In the event the twenty four (24) Classroom Additions are not constructed, in whole or in part, by the School Board for any reason, including but not limited to failure to receive funds from the Developer in a timely fashion, or the funds are insufficient to construct the twenty four (24) Classroom Additions, the School Board shall construct the maximum number of classrooms within one or more permanent additions to existing Broward County Public Schools, located within the corporate limits of the City that the available funds received pursuant to this Agreement permit. The School Board shall promptly return all unspent and uncommitted funds (as may be evidenced by a binding construction contract or other actions related to development for Classroom Additions provided herein which legally and financially obligate the School Board to the project) to the City no later than December 31, 2017.

g. The "Classroom Addition Schedule" is as follows:

Classroom Addition Schedule.

<u>Date of Design Payment by City to School Board</u>	<u>October 16, 2015, or as otherwise provided in paragraph 2.a.</u>
<u>Amount of Design Payment by City to School Board</u>	<u>\$750,000</u>

Date for School Board to Award Design Contract	October 20, 2015, or as otherwise provided in paragraph 2.a.
Date of Payment of Initial Payment by Developer to City	January 15, 2016
Date of Payment of Initial Payment by City to School Board	February 15, 2016
Amount of Initial Payment from the City to School Board	<u>\$6,974,000, or as otherwise provided in paragraph 2.a.</u>
Deadline for Excess Notice from School Board to City	September 15, 2016
Deadline for Excess Notice from City to Developer	September 25, 2016
Deadline for Excess Payment from Developer to City	November 25, 2016
Deadline for Excess Payment from City to School Board	December 31, 2016
Deadline for the School Board to return all unspent and uncommitted funds (as may be evidenced by a binding construction contract or other actions related to development for Classroom Additions provided herein which legally and financially obligate the School Board to the project) to the City	December 31, 2017
Amount of Excess Payment	Not to exceed \$1,232,000 (Together with Initial Payment of \$7,724,000; max total payment of \$8,956,000)
School Board Deadlines for the completion of construction of the Classroom Additions	<u>August 2017- 24 permanent classroom additions shall be constructed and completed by the first day of the 2017/2018 school year.</u>



Anticipated Number of Classroom Additions to be constructed	24
Anticipated Number of Portable Classrooms to be removed	24

3. Defaults. In the event the City or School Board fail to timely perform in accordance with this Agreement following fifteen (15) days written notice from the non-breaching party to the breaching party providing an opportunity to cure such default, the non-defaulting party may serve upon the breaching party a written fifteen (15) day notice of cancellation and termination of this Agreement whereby this Agreement shall be deemed terminated and of no further force and effect. Upon default and subsequent termination, the School Board shall promptly return to the City any unspent and uncommitted funds (as may be evidenced by a binding construction contract or other actions related to development for Classroom Additions provided herein which legally and financially obligate the School Board to the project).

Section 3. Further Assurances. The parties shall execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and shall perform such acts as shall reasonably be requested of them in order to carry out this Amendment.

Section 4. Amendments. No modification, further amendment, or release of the terms or conditions contained herein shall be effective unless executed by the School Board and the City.

Section 5. Counterparts. This Amendment may be executed in counterparts, each of which may be deemed to be an original. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all of the parties of this Amendment.

Section 6. Joint Effort. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein. The preparation of this Amendment has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 7. Merger Clause. This Amendment and the Agreement and all the exhibits referenced herein and annexed hereto sets forth the entire agreement among the parties hereto, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the parties.

Section 8. Severability. If any provision of this Amendment is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Amendment, and the balance of the Amendment will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Amendment.

218  
219       Section 9.    Authority.   Each person signing this Amendment on behalf of a party  
220 individually warrants that he or she has full legal power to execute this Amendment on behalf of  
221 the party for whom he or she is signing, and to bind and obligate such party with respect to all  
222 provisions contained in this Amendment.  
223

224       Section 10.   The parties hereby agree that the Agreement as amended by this  
225 Amendment remains in full force and effect. To the extent of any inconsistency between the terms  
226 of this Amendment and the terms of the Agreement, the terms of the Amendment shall supersede  
227 and control to the extent of such inconsistency.  
228

229  
230               [REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK  
231                               SIGNATURE PAGES FOLLOW]

**THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA**

By:

(Signature)

Title: School Board Chair

Dated:

Print Name

Superintendent of Schools

COUNTY OF BROWARD )

[ ] produced identification. Type of identification produced

NOTARY PUBLIC:



NOEMI GUTIERREZ

My commission expires:

Office of the General Counsel 24

15<sup>th</sup> Amend Classroom K

268 Witnesses:  
269 Kimberly Slaggs  
270  
271 Signature

272  
273 Kimberly Slaggs  
274  
275 Print Name

276  
277 Yvritza Ferrer  
278  
279 Signature

280 Yvritza Ferrer  
281  
282 Print Name

283 ATTEST: Joseph Johnson  
284 City Clerk



285 STATE OF FLORIDA )  
286 ) SS  
287 COUNTY OF BROWARD )

288 The foregoing instrument was acknowledged before me this 25 day of Sept, 2015,  
289 by Michael Udine as Mayor of THE CITY OF PARKLAND.

290 He or she is:  
291 ☒ personally known to me, or  
292 ☐ produced identification. Type of identification produced \_\_\_\_\_

293 (Seal) NOTARY PUBLIC: Debra Ann Grosse

294 Print Name: Debra Ann Grosse

295 My commission expires:

296  
297 Approved as to form: Andrew S. Maurodis

298 Andrew S. Maurodis, City Attorney



# COLLABORATION

## SIGN-OFF FORM

**Title of Agenda Request Item:** First Amendment to Modular Classroom Agreement with the City of Parkland

**School Board Meeting Date:** 10-06-2015

- ☐ All projects have been appropriated in the Adopted District Educational Facilities Plan (September 8, 2015) and in the District's Capital Budget.
- ☐ The following project(s) have not been appropriated in the Adopted District Educational Facilities Plan (September 8, 2015) and in the District's Capital Budget.

☒ **Comments:** The source of these funds is the City of Parkland and is identified in the Adopted District Educational Facilities Plan (ADEFP), Fiscal Year 2015-16 to 2019-20, Addendum #4, Page #275.

Department Name

Department Head Name

Department Head Signature

Capital Budget

Omar Shim  
Director

 9/25/2015

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

## Permanent Classroom Addition Agreement – City of Parkland

This addendum is attached to and made a part of the District Educational Facilities Plan FY16 (DEFP-FY16).

On October 7, 2014 the School Board approved a Classroom Addition Agreement with the City of Parkland (LL-3). Per the Agreement Parkland is paying for:

- Construction of up to 24 permanent classroom addition(s) at public school(s) within the City limits \*
- Removal of 24 portable classrooms within the North School Impact Fee Service Area

The initial payment from the City to the School Board is \$7,724,000. If District staff determines that the initial payment is insufficient to fully fund the classroom additions, then the District must notify the City by September 15, 2016, and include an itemized list to justify the need for additional funds. Upon the notification, the City will pay an additional amount of up to \$1,232,000 for a total maximum contribution of \$8,956,000 to the School Board.

### Funding Summary

<u>Date</u>	<u>Action</u>	<u>Amount</u>
02/15/2016	Initial Payment from City to School Board	\$7,724,000
12/31/2016	Deadline for Excess Payment from City to School Board	1,232,000
<b>Total Maximum Contribution</b>		<b>\$8,956,000</b>

The Tentative DEFP-FY16 includes this addendum to recognize the estimated revenue impacts of \$7,724,000 in FY16 and an appropriation of the same amount for the construction of up to 24 permanent classroom addition(s) and the removal of 24 portable classrooms.

*\* The School Board is only obligated to construct the maximum number of modular classrooms that can be fully funded by the payments covered in the Agreement.*