

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

<b>Meeting Date</b> 3/17/2014	<b>Open Agenda</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Special Order Request</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Agenda Item Number</b> LL-5		
<b>TITLE:</b> Modular Classroom Agreement with the City of Parkland		
<b>REQUESTED ACTION:</b> Approve the Modular Classroom Agreement between The School Board of Broward County, Florida and the City of Parkland ("City").		
<b>SUMMARY EXPLANATION AND BACKGROUND:</b> The owner(s)/developer(s) of various properties in the City of Parkland have entered into separate agreements with the City, which obligate them to contribute monies into a City fund for a community project or other municipal purposes. In order to help accommodate for the increase in students from the planned residential development of the Parkland properties, the City has proposed payment in the amount of one million seven hundred seventy-one thousand dollars (\$1,771,000) from the City's fund to the School Board to pay for the School Board to construct, maintain, and operate seven (7) permanent modular classrooms at public school(s) within the corporate limits of the City and to remove seven (7) portable classrooms at a location of the School Board's sole discretion as long as it is within the North School Impact Fee Service Area, which also includes the corporate limits of the City. It should be noted that the payment is intended to supplement any school concurrency or school impact fee requirements and is not in lieu of any such requirements. Pursuant to the Modular Classroom Schedule contained in the Agreement, payments shall be made in three installments: 1) upon execution of the Agreement by the School Board, 2) by May 15, 2014, and 3) by February 15, 2015, to fund the completion of three modular classrooms by September 29, 2015 and four modular classrooms prior to the opening day of school in the 2016 school year.  The Modular 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.		
<b>SCHOOL BOARD GOALS:</b> <input checked="" type="checkbox"/> •Goal 1: High Quality Instruction <input type="checkbox"/> •Goal 2: Continuous Improvement <input type="checkbox"/> •Goal 3: Effective Communication		
<b>FINANCIAL IMPACT:</b> The financial impact is \$1,771,000. The source of these funds is the City of Parkland.		
<b>EXHIBITS: (List)</b> 1. Executive Summary 2. Modular Classroom Agreement with the City of Parkland 3. Collaboration Form from the Capital Budget Department		
<b>BOARD ACTION:</b> (For Official School Board Records' Office Only)		<b>SOURCE OF ADDITIONAL INFORMATION:</b> Chris O. Akagbosu    754-321-2162 Name    Phone

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

Leslie M. Brown  
Chief Portfolio Services Officer  
Portfolio Services Department

Approved in Open Board Meeting on:

**MAR 17 2014**

By:

Form #4189

Revised 12/12

RWR/LMB/COA/LW:lh

School Board Chair

## Executive Summary

### Modular Classroom Agreement with the City of Parkland

Mira Lago West Lennar, LLC, Lennar Homes, LLC, and Standard Pacific of Florida and their respective assignees, collectively referred to as "Developers" are the owners/developers of various properties located in the City of Parkland ("City"), which are planned for residential development, and which will generate additional students into Broward County Public Schools located in the City. The Developers have entered into separate agreements with the City, which require them to make payment into a City fund. In order to accommodate for the increase in students in the City, the Modular Classroom Agreement proposes that in exchange for payment of funds in the amount of one million seven hundred and seventy-one thousand dollars (\$1,771,000) from the City fund to the School Board, the School Board shall construct, maintain, and operate seven (7) permanent modular classrooms ("Modular Classrooms") at one or more public schools located within the corporate limits of the City, and remove seven (7) 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.

The Modular Agreement also includes a provision to enable another land owner in the City of Parkland, Richmond American Homes of Florida, LP, which may proceed with future residential development in the City, to participate in the Agreement by contributing \$254,000 to the City and the City to the School Board for the construction of one additional modular classroom and the removal of one additional portable classroom within eighteen months of receipt of the payment by the School Board.

The timing and amount of each payment for the modular classrooms are structured on the anticipated availability of the funds and the cost of the additional permanent school capacity that will be provided by the revenue generated from the projected residential development of the Parkland properties. Per the Agreement, three payments are scheduled, one for \$425,000 upon execution of the Agreement by the School Board, and one for \$450,000 on May 15, 2014, which will result in 3 modular classrooms to be completed within eighteen months of the first payment; (which is the typical amount of time needed by the Office of Facilities & Construction to deliver modular units upon receipt of payment) and one final payment for \$896,000 on February 15, 2015 to fund an additional 4 classrooms (and possibly one additional modular classroom if an additional \$254,000 is received from the City by Richmond American Homes of Florida, LP) to be completed by August 2016, prior to the opening day of school. It should be noted that the Modular Classroom Agreement includes a provision to address any change in the cost per modular classroom (currently \$250,000 per classroom) to ensure that 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. In the event the payments are insufficient to complete the modular classrooms called for in the Agreement, the City shall not be required to pay the balance of the payments to the School Board and the School Board shall return the balance, if any, of the unused or unapplied payments to the City on or before December 1, 2016. The City's obligation to make the payments to the School Board is conditioned upon and subject to the receipt of the payments by the Developers to the City.

Return to: (enclose self-addressed stamped envelope)

Name: Marla Neufeld, Esq.  
Greenspoon Marder, P.A.  
100 West Cypress Creek Road, Suite 700  
Fort Lauderdale, Florida 33309

**This Instrument Prepared by:**

Marla Neufeld, Esq.

**Address:**

Greenspoon Marder, P.A.  
100 West Cypress Creek Road, Suite 700  
Fort Lauderdale, Florida 33309

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**MODULAR CLASSROOM AGREEMENT**

THIS MODULAR CLASSROOM AGREEMENT ("Agreement") made this 17<sup>th</sup> day of March, 2014, 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 Agreement shall be the date on which the last party to this Agreement signs.

**WITNESSETH:**

**WHEREAS**, Mira Lago West Lennar, LLC ("West Lennar") is the developer of that certain real property located in the City referred to as the Triple H Ranch Plat ("Triple H Plat"); and

**WHEREAS**, Lennar Homes, LLC ("Lennar") is the developer of that certain real property located in the City referred to as the Debuys Plat ("Debuys Plat"), also referred to as MiraLago. The Debuys Plat includes a residential parcel ("Debuys Residential Parcel") owned by Lennar and a commercial parcel ("Debuys Commercial Parcel") owned by Debuys Property Investment Group, LTD, with Lennar as the contract purchaser; and

**WHEREAS**, Richmond American Homes of Florida, LP ("Richmond American") is the developer of that certain real property located in the City referred to as the Parkland Village RePlat Two, formally known as Pod C of Parkland Reserve (currently being platted)("Parkland Village Proposed Plat"); and

**WHEREAS**, Standard Pacific of Florida ("Standard Pacific") is the developer of that certain real property located in the City referred to as the Bruschi Plat ("Bruschi Plat"), now referred to as Watercrest, and the area identified as the NE Cut Out that has not yet been platted ("NE Cut Out Proposed Plat"); and

**WHEREAS**, West Lennar, Lennar, and Standard Pacific and their respective assignees shall collectively be referred to as the "Developers". The Triple H Plat, Debuys Plat (including the Debuys Residential Parcel and the Debuys Commercial Parcel), the Parkland Village

36 Proposed Plat, the Bruschi Plat and the NE Cut Out Proposed Plat shall be collectively referred  
37 to as the "Parkland Properties" and are identified on **Exhibit "A"**, attached hereto; and  
38

39 **WHEREAS**, additional students are anticipated to be generated in the City over the next  
40 five (5) years based on the additional units from the Parkland Properties; and  
41

42 **WHEREAS**, in order to accommodate for the projected increase in students in the City,  
43 the City and School Board have agreed that in exchange for the City transferring funds in the  
44 amount of One Million Seven Hundred Seventy One Thousand Dollars (\$1,771,000) received  
45 by the City (pursuant to agreements entered into by the City and Developers) from Developers,  
46 and the subsequent payment of such funds by the City to the School Board, the School Board  
47 shall construct, maintain and operate seven (7) permanent modular classrooms ("Modular  
48 Classrooms") in the corporate limits of the City as provided in this Agreement for at least five  
49 (5) years; and  
50

51 **WHEREAS**, in the event Richmond American contributes funds to the City, on or before  
52 February 15, 2015, in the amount acceptable to the City pursuant to a separate agreement  
53 between Richmond American and the City, the City and School Board agree the School Board  
54 will proceed within eighteen months from the time the City transfers Two Hundred and Fifty  
55 Four Thousand Dollars (\$254,000.) ("Additional Payment") to the School Board in accordance  
56 with the Modular Classroom Schedule (hereinafter defined), for the construction of one (1)  
57 additional modular classroom ("Additional Modular Classroom") and the removal of one (1)  
58 additional portable classroom ("Additional Portable Classroom Removal"); and  
59

60 **WHEREAS**, future changes to school attendance zone boundaries that would impact the  
61 City as a result of the additional students from the Parkland Properties will be established in  
62 accordance with School Board Policy 5000, as may be amended, which gives consideration to  
63 feeder patterns, proximity, and community/neighborhood integrity; and  
64

65 **WHEREAS**, consistent with School Board Policy 1161, as may be amended, a modular  
66 classroom provides 18 elementary, 22 middle or 25 high school student stations; and  
67

68 **WHEREAS**, the proposed Modular Classrooms are intended to supplement any  
69 otherwise required school concurrency or school impact fee requirements and are not in lieu of  
70 any such requirements; and  
71

72 **WHEREAS**, the City is not incurring any independent financial obligations pursuant to  
73 this Agreement but is instead agreeing to turn over to the School Board funds received from  
74 Developers (and Richmond American, if applicable);  
75

76 **NOW THEREFORE**, in consideration of the payments, promises, covenants and  
77 undertakings hereinafter set forth, the parties hereto, intending to be legally bound, agree as  
78 follows:  
79

80 1. Recitations. The recitals set forth above are true and correct and are incorporated  
81 into this Agreement by this reference as if fully set forth herein.  
82

83 2. Payment and Construction of Modular Classrooms.  
84

85 a. Developers' and City's Payment for Modular Classrooms. Pursuant to the terms  
86 and conditions contained in separate agreements between the Developers, City, and  
87 County (as applicable), the Developers have collectively agreed to pay funds to the  
88 City in the amount of One Million Seven Hundred and Seventy One Thousand  
89 Dollars (\$1,771,000) ("Contribution Payments"). To the extent received by the City,  
90 such Contribution Payments shall be paid by the City to the School Board in  
91 accordance with the Modular Classroom Schedule for the School Board's  
92 construction, maintenance and operation of the Modular Classrooms to be located at  
93 one or more public schools which are within the corporate limits of the City for at  
94 least five (5) years. Consistent with the Modular Classroom Schedule, the City shall  
95 make lump sum payments to the School Board for what is anticipated to be a total of  
96 seven (7) Modular Classrooms.

97  
98 In addition to the School Board's construction of the Modular Classrooms, the School  
99 Board shall remove seven (7) existing portable classrooms from the North School  
100 Impact Fee Service Area, as defined in Section 5-182(7)(a) of the Broward County  
101 Land Development Code, which includes the corporate limits of the City ("Portable  
102 Classroom Removals"). The location of each existing portable classroom that is to be  
103 removed shall be at the School Board's sole discretion as long as it is within the  
104 North School Impact Fee Service Area.

105  
106 The total payment amount for each Modular Classroom (including the Additional  
107 Modular Classroom, if applicable,) shall be determined at the time of payment and  
108 based upon the then applicable cost for a modular classroom as calculated at the  
109 beginning of each fiscal year by the School Board. The actual number of modular  
110 classrooms that will be constructed will be determined at the time of the payment(s)  
111 and based upon the then applicable cost per modular classroom; however, the  
112 maximum possible number of modular classrooms will be constructed for the amount  
113 of money paid to the School Board by the City. In the event the payments are  
114 insufficient to construct a complete modular classroom by October 1, 2016, the City  
115 shall not be required to pay the balance of the payments to the School Board and the  
116 School Board shall return the balance, if any, of the unused or unapplied payments to  
117 the City on or before December 1, 2016. Any such returned funds may be used by the  
118 City for a community project or other municipal purposes as determined in the sole  
119 discretion of the City Commission to accommodate and benefit the City.

120  
121 b. School Board's Construction of Modular Classrooms. In accordance with the  
122 Modular Classroom Schedule, the School Board shall construct (or cause to be  
123 constructed) the Modular Classrooms, and proceed diligently to complete (or cause to  
124 be completed) the Portable Classroom Removals (as applicable). In exchange for the  
125 School Board's construction of the Modular Classrooms and the Portable Classroom  
126 Removals, the City shall make periodic payments to the School Board (to the extent  
127 said funds have been received by City from Developers) according to the Modular  
128 Classroom Schedule. Except for the payment of the Contribution Payments from the  
129 Developers to the City, and from the City to the School Board in accordance with the  
130 Modular Classroom Schedule, the Developers (or Richmond American, if applicable)  
131 and City shall not be responsible for the costs or expenses associated with the School  
132 Board's construction, maintenance, and/or operation of the Modular Classrooms or  
133 the Portable Classroom removals, other than those included in this Agreement.  
134

- 135 c. In the event Richmond American contributes funds to the City on or before February  
136 15, 2015, in the amount acceptable to the City pursuant to a separate agreement  
137 between Richmond American and the City, and the City submits funds to the School  
138 Board in the amount of Two Hundred and Fifty Four Thousand Dollars (\$254,000.)  
139 ("Additional Payment"), the City and School Board agree the School Board will  
140 proceed to construct one (1) additional modular classroom and the removal of one (1)  
141 additional portable classroom, within eighteen months from the time the City  
142 transfers the Additional Payment to the School Board in accordance with the Modular  
143 Classroom Schedule, for the Construction, operation, and maintenance of the one (1)  
144 Additional Modular Classroom and the removal of the one (1) Additional Portable  
145 Classroom Removal in accordance with the terms of this Agreement.  
146
- 147 d. The School Board shall be responsible for maintaining and operating the Modular  
148 Classrooms (and the Additional Modular Classroom, if applicable), at its sole cost  
149 and expense.  
150
- 151 e. The School Board's construction of the Modular Classrooms (and the Additional  
152 Modular Classroom, if applicable) and Portable Classroom Removals (and the  
153 Additional Modular Classroom Removal, if applicable) shall be done in a good and  
154 workmanlike manner, free of material defects, and shall comply with all the State of  
155 Florida Requirements for Educational Facilities (SREF) and applicable School Board  
156 policies and procedures.  
157
- 158 f. The City's obligation to pay the Contribution Payments and the Additional Payment  
159 to the School Board is conditioned upon and subject to the payment of the  
160 Contribution Payments by the Developers (and the Additional Payment by Richmond  
161 American, if applicable) to the City.  
162
- 163 g. The School Board's obligation to construct the Modular Classrooms (and the  
164 Additional Modular Classroom, if applicable) and the Portable Classroom Removal  
165 (and the Additional Portable Classroom Removal, if applicable) pursuant to this  
166 Agreement, is conditioned upon and subject to the payment(s) of the Contribution  
167 Payments (and the Additional Payment, if applicable) by the City to the School  
168 Board.  
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h. The "Modular Classroom Schedule" is as follows:

Modular Classroom Schedule

<b>Date of Payment of Contribution Payments by City to School Board</b>	<b>Amount of Contribution Payments from the City to School Board</b>	<b>Construction Completion Date of Modular Classroom by School Board</b>	<b>Anticipated Number of Modular Classrooms to be constructed</b>	<b>Anticipated Number of Portable Classrooms to be removed</b>
<b>Upon execution of this Agreement by the School Board</b>	<b>\$425,000 –</b>	<b>For Planning And Design of Three (3) Modular Classrooms.</b>	<b>(Not applicable)</b>	<b>(Not applicable)</b>
<b>May 15, 2014</b>	<b>\$450,000</b>	<b>The Three (3) Modular Classrooms shall be constructed and completed before September 29, 2015</b>	<b>3</b>	<b>3</b>
<b>February 15, 2015</b>	<b>\$896,000</b>	<b>August 2016 --  The additional four (4) Modular Classrooms shall be constructed and completed before the first day of the 2016 school year</b>	<b>4</b>	<b>4</b>
<b>*Possible Additional Payment – On or before February 15, 2015</b>	<b>\$254,000</b>	<b>August 2016- In the event the Additional Payment is made on or before February 15, 2015, one (1) additional Modular Classroom shall be constructed and completed before the first day of the 2016 school year</b>	<b>1</b>	<b>1</b>

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.

4. Notices. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is

changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the parties designate the following as the respective places for giving notice:

For the SCHOOL BOARD:

Superintendent of Schools  
The School Board of Broward County, Florida  
Kathleen C. Wright Administrative Building  
600 Southeast 3<sup>rd</sup> Avenue  
Fort Lauderdale, FL 33301

With a copy to:

Director, Facility Planning and Real Estate Department  
The School Board of Broward County, Florida  
Facility Planning and Real Estate Department  
Kathleen C. Wright Administrative Building  
600 Southeast 3<sup>rd</sup> Avenue, 8<sup>th</sup> Floor  
Fort Lauderdale, FL 33301

For CITY:

City of Parkland  
6600 University Drive  
Parkland, Florida 33067  
Attn: City Manger

With a copy to:

Andrew Maurodis, Esq., City Attorney  
City of Parkland  
6600 University Drive  
Parkland, Florida 33067

5. Venue. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Court of the Seventeenth Judicial Circuit of Broward County, Florida, and shall be governed by the laws of the State of Florida.

6. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

7. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written



waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

8. Exhibits. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

9. 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 Agreement.

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

11. Counterparts. This Agreement 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 Agreement.

12. 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 Agreement 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.

13. Time of the Essence. The parties hereby agree that time is of the essence with respect to performance of each of the parties' obligations under this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday, or state or national holiday, then the time for such performance shall be extended until the next business day thereafter occurring.

14. Merger Clause. This 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.

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

16. Authority. Each person signing this Agreement on behalf of a party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

290 17. Sovereign Immunity. Nothing contained in this Agreement is intended to serve as  
291 a waiver of sovereign immunity by the City or School Board to which sovereign immunity may  
292 be applicable.  
293

294 18. Third Party Beneficiaries. The parties expressly acknowledge that it is not  
295 their intent to create or confer any rights or obligations in or upon any third party or entity under  
296 this Agreement. None of the parties intend to directly or substantially benefit a third party by this  
297 Agreement. The parties agree that there are no third party beneficiaries to this Agreement and  
298 that no third party shall be entitled to assert a claim against any of the parties based upon this  
299 Agreement. Nothing herein shall be construed as consent by any agency or political subdivision  
300 of the State of Florida to be sued by third parties in any matter arising out of any contract.  
301

302 19. Term. This Agreement shall expire upon the Parties completion of their  
303 performance of all obligations contained herein or no later than June 1, 2021, whichever is last to  
304 occur.  
305

306 20. Resolution of Disputes. If the City and School Board are unable to resolve  
307 any issue in which they may be in disagreement covered in this Agreement, such dispute shall be  
308 resolved in the following manner:  
309

310 a. First, the disputing parties will meet together through their respective  
311 municipal manager and the Superintendent, or their respective designee;  
312

313 b. If the disputing parties are still unable to resolve the dispute, the disputing  
314 parties agree to further attempt to resolve the dispute in accordance with governmental conflict  
315 resolution procedures specified in Chapter 164, Florida Statutes or such other processes deemed  
316 mutually agreeable and appropriate by the parties.  
317

318 c. Thereafter, the parties may enforce this Agreement by action at law or in  
319 equity, including, without limitation, injunctive relief.  
320

321 [REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK  
322 SIGNATURE PAGES FOLLOW]

Witnesses:

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

Signature

Print Name

Signature

Print Name

ATTEST:

Superintendent of Schools

By:

(Signature)

Print Name: ~~Patricia Good~~ Donna P. Korn

Title: School Board Chair - Vice

Dated:

3/17/2014

STATE OF FLORIDA )  
 ) SS  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March,  
2014, by ~~Patricia Good~~, as School Board Chair of THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA. Donna P. Korn (Vice)

He or she is:

☒ personally known to me, or

☐ produced identification. Type of identification produced \_\_\_\_\_.

(Seal)

NOTARY PUBLIC:



Print Name: RENATA ISELL TURCIOS

My commission expires:

Approved as to form  
and legal content Office of the General Counsel

361 Witnesses:  
362 Holler R. Moore  
363 Holler R. Moore  
364 Signature

365  
366  
367 Holler R. Moore  
368 Print Name

369  
370 Wendy Fretwell  
371 Signature

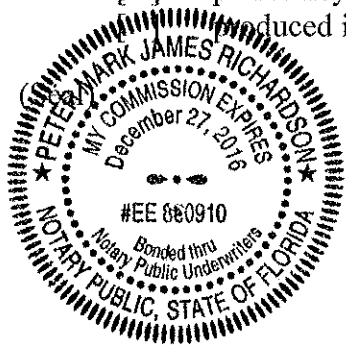
372  
373 Wendy Fretwell  
374 Print Name

375  
376 ATTEST: Laurel Gaskin  
377 City Clerk

378 STATE OF FLORIDA )  
379 ) SS  
380 COUNTY OF BROWARD )

381 The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March,  
382 2014, by Michael Udine as Mayor of THE CITY OF PARKLAND.

383 He or she is:  
384 ☒ personally known to me, or  
385 ☐ produced identification. Type of identification produced \_\_\_\_\_



386 NOTARY PUBLIC: Peter M. Richardson

387 Print Name: Peter M. Richardson

388 My commission expires: 12/27/2016

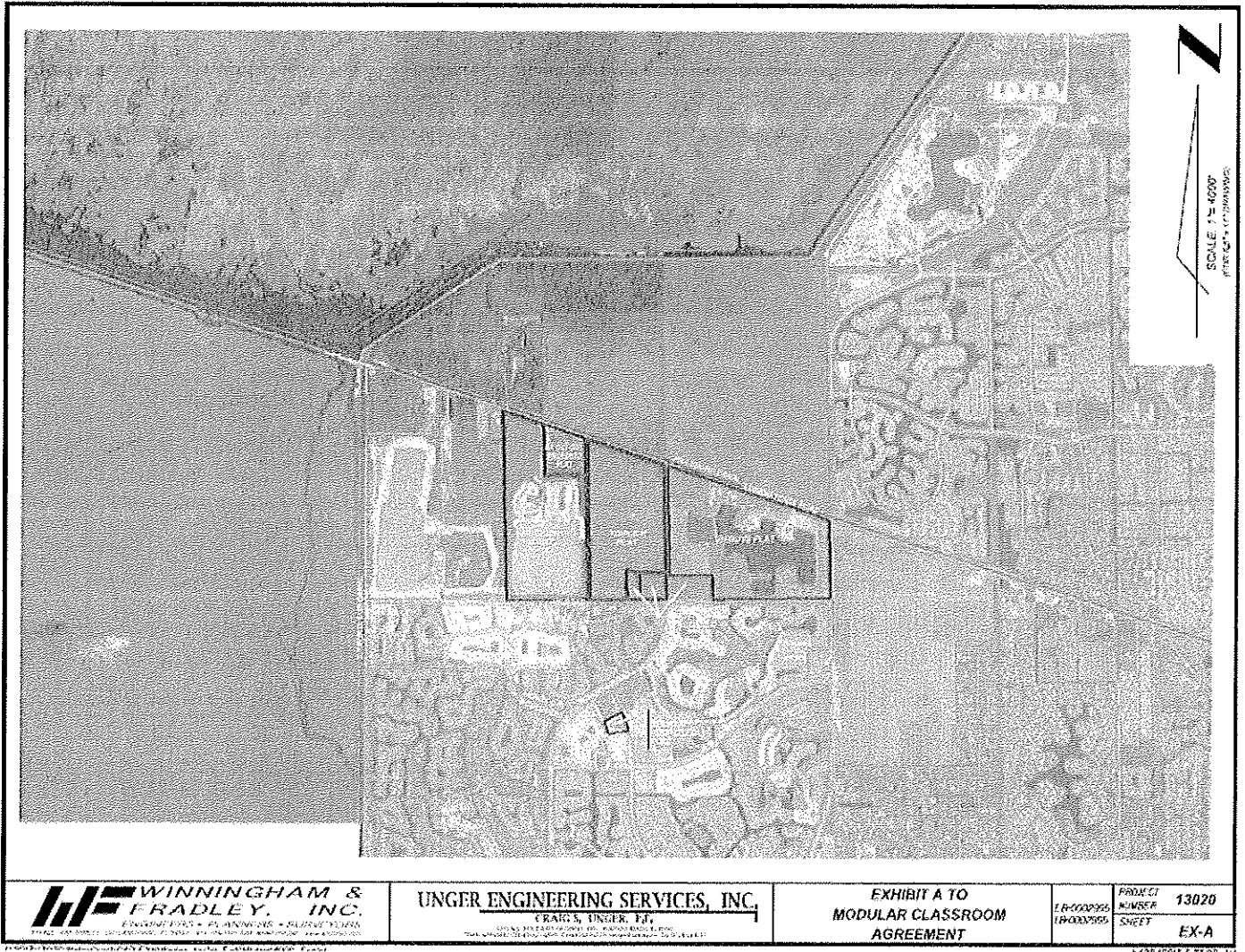
389  
390 Approved as to form: [Signature]

391 Andrew S. Maurodis, City Attorney

THE CITY OF PARKLAND  
By: [Signature]  
(Signature)  
Print Name: Michael Udine  
Title: Mayor  
Dated: March 3, 2014

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# EXHIBIT A Property



401  
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**WINNINGHAM & FRADLEY, INC.**  
ENGINEERING • ARCHITECTURE • PLANNING  
1000 N. 10TH ST., SUITE 100, DENVER, CO 80202  
TEL: 303.733.1100 FAX: 303.733.1101 WWW.WFADLEY.COM

**UNGER ENGINEERING SERVICES, INC.**  
CRAIG S. UNGER, P.E.  
1000 N. 10TH ST., SUITE 100, DENVER, CO 80202  
TEL: 303.733.1100 FAX: 303.733.1101 WWW.UESINC.COM

EXHIBIT A TO  
MODULAR CLASSROOM  
AGREEMENT

PROJECT  
NUMBER  
1000000000

PROJECT  
NUMBER  
13020  
SHEET  
EX-A


# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item:      Modular Classroom Agreement with the City of Parkland

School Board Meeting Date:      3-17-14

- ☐ All projects have been appropriated in the Adopted District Educational Facilities Plan (September 10, 2013) and in the District's Capital Budget.
- ☐ The following project(s) have not been appropriated in the Adopted District Educational Facilities Plan (September 10, 2013) and in the District's Capital Budget.

 ☒ **Comments: The Financial Impact is \$1,771,000. The source of these funds is the City of Parkland.**


Department Name

Department Head Name

Department Head Signature

Capital Budget

Omar Shim  
Director

 3.4.2014

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.

CONTACT: Mickey Aviles