FIRST AMENDMENT TO RECREATION LICENSE AGREEMENT

| THIS FIRS | ST AMENDMENT | TO RECREATION LICENSE | AGREEMENT | is made a | and entered | into as of |
|-----------|--------------|-----------------------|-----------|-----------|-------------|------------|
| this | day of | , 2024, by and be | etween | | | |

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 3301

and

CITY OF FORT LAUDERDALE, FLORIDA

(hereinafter referred to as "City"),
a Florida municipal corporation
whose principal place of business is
101 NE 3rd Ave, Suite 2100, Fort Lauderdale, Florida 33301

WHEREAS, SBBC owns, operates, and maintains various facilities and sites throughout Broward County, including elementary, middle, high schools, vocational sites, administrative sites, training facilities and equipment, and lands/sites located within the City, and which are suitable for use by the City for its municipal programs; and

WHEREAS, on October 16, 2018, SBBC and the City entered a twenty-five (25) year Recreation License Agreement (hereafter "Agreement") to allow the City to license and utilize a portion of land on several School sites owned by SBBC for playground and recreational purposes by the City residents during after school hours, weekends, and SBBC recognized holidays (hereinafter "Licensed Premises"); and

WHEREAS, the City desires, at the City's cost, to make recreational and related improvements through the City's Parks Bond Program to designated Licensed Premises at several SBBC owned school sites, located within the jurisdictional boundaries of the City, for the benefit and use by the schools and the City residents during after school hours, weekends, and SBBC recognized holidays; and

WHEREAS, the SBBC and the City agree that the City residents could also utilize the partially fenced area(s) of the Licensed Premises at Croissant Park Elementary School, Floranada Elementary School, and Lauderdale Manors Early Learning Center during school hours, after school hours, weekends, and SBBC recognized holidays; and

WHEREAS, SBBC and the City mutually desire to amend the Agreement to memorialize the City's planned improvements at each school site and outline the maintenance responsibilities of

both the SBBC and the City, and to incorporate certain provisions into the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, terms, and conditions contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by this reference.

<u>ARTICLE 2 – AMENDED PROVISIONS</u>

- 2.01 The Recreation License Agreement dated October 16, 2018, is hereby amended as follows:
 - 2.01.1 **REMOVE** and **REPLACE** Exhibits "A" and "B" of the Agreement in their entirety with new Exhibits "A" and "B", attached hereto.
 - 2.01.2 ADD new Exhibit "C" List of Proposed Improvements and Anticipated Expenditures by the City of Fort Lauderdale. Parties agree the continuation of the City's obligations to complete the proposed improvements shall be subject to and conditioned upon both the appropriation and availability of funds. ADD new Exhibit "D" Maintenance of School Grounds Either SBBC or the City of Fort Lauderdale. Both exhibits are attached hereto and incorporated herein by this reference.
 - 2.01.3 Amend Section 2.24 of the Agreement via interlineation as follows:
 - <u>Incorporation by Reference</u>. Exhibits "A", "B", "C" and "D" attached hereto and referenced herein are hereby incorporated into this Agreement, as amended, by this reference.
 - 2.01.4 **DELETE** and **REPLACE** Section 2.08 of the Agreement in its entirety with the following:

2.08 Maintenance.

(a) The maintenance responsibilities of the Parties for each school site are listed in **Exhibit "D"**. The Parties shall maintain and keep the Licensed Premises clean, sanitary and free from trash and debris, during the time the Licensed Premises is respectively under the SBBC or the City's use and control. The Licensed Premises shall be mowed to prevent unsightly

accumulation of weeds and other vegetation by the respective party responsible for maintenance of the school site as listed in **Exhibit "D"**. Upon failure of any party to comply with the provisions of this section, written notice shall be provided to the non-compliant party of such failure to comply, by Certified Mail, Return Receipt Requested. If after a period of ten (10) calendar days of delivery of such notice, the non-compliant-party has not commenced to complete the cleaning and/or mowing of said Licensed Premises, the aggrieved party shall have the right to enter upon the Licensed Premises, remove trash and debris from the area, or mow the area and charge the non-compliant party with the cost incurred to performing such services. Billing for trash and debris removal or mowing shall be on a percleaning or per-mowing basis and shall be due and payable to the compliant party within fifteen (15) calendar days after receipt of said billing by the noncompliant party.

- (b) Notwithstanding any of the provisions of the foregoing subsection, the Parties further agree that the City, in addition to the above, will clean up the Licensed Premises after each and every event it sponsors, and SBBC will be responsible to clean the Licensed Premises after each and every event it sponsors. In the event that SBBC fails to maintain and clean the premises during SBBC's use and control of the Licensed Premises, then the City shall have the right to clean the premises and charge SBBC for all cleanup costs and SBBC shall pay for such costs within fifteen (15) calendar days after receipt of said billing by the City.
- (c) The City shall solely bear all costs relating to the purchase and installation of the new improvements herein. SBBC and the City shall equally be responsible for the cost of repairs and replacement of new equipment and fixtures, as outlined in **Exhibit "C"**. Also, the SBBC and the City shall equally be responsible for the cost of repairs and replacement of the existing equipment located within the Leased Premises. If due to unforeseen circumstances the City cannot fulfill its obligation regarding the purchase and installation of new improvements herein, the City shall notify the Superintendent or Designee in writing to discuss the matter. Any understanding or consensus reached shall be reduced to writing and executed by the City Manager and Superintendent, or their respective Designee.
- (d) Notwithstanding anything else in this Section 2.08 to the contrary, the SBBC and the City agree that both Parties shall be liable and responsible for their respective share of the maintenance and cleanup costs, as allocated in Exhibit D, and severally responsible for any damages and injuries that may arise during the time the Licensed Premises is under that party's use and

control. Nothing herein is intended to serve as a waiver of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes (2024).

- 2.01.5 **DELETE** and **REPLACE** Section 2.10 of the Agreement in its entirety with the following:
 - **2.10** Hours of Operation. The Licensed Premises will be under the control of the SBBC during the hours school is in session including after school activities and after childcare programs, except as depicted on the sketch affiliated with Exhibit "A". The City may utilize the partially fenced area(s) of the Licensed Premises at Croissant Park Elementary School, Floranada Elementary School, and Lauderdale Manors Early Learning Center during school hours. During after school hours, when the Licensed Premises are officially open by the City, control and use of Licensed Premises as depicted on the sketch affiliated with Exhibit "A", will be under the control of the City. The City shall be responsible for all maintenance, cleanup, and repair of property damage that may occur when the Licensed Premises are under the control of the City. The SBBC shall be responsible for all maintenance, cleanup, and repair of property damage that may occur when the Licensed Premises are under the control of the SBBC.
- 2.01.6 **REMOVE** and **REPLACE** Section 2.20 of the Agreement in its entirety with the following:
 - **Environmentally Hazardous Material**. The City, its agents, principals, employees, contractors, consultants and invitees shall not cause or permit any Hazardous Materials (as hereinafter defined), excluding general cleaning materials, to be brought onto, kept or used in or on the Licensed Premises without the prior written consent by the SBBC, which consent may be withheld with or without reason. If the City breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material upon the Licensed Premises caused or permitted by the City (or the aforesaid others) results in (a) any contamination of the Licensed Premises, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, or if contamination of the Licensed Premises or the surrounding area(s) by Hazardous Material otherwise occurs for which the City is legally, actually or factually liable or responsible to SBBC (or any party claiming, by, through or under SBBC) for damages, losses, costs or expenses resulting therefrom, then the City shall be solely responsible for all costs, expenses and amounts required to remediate, clean up and correct such matter and, to the extent permitted by law, the City shall further fully and completely indemnify, defend and hold harmless SBBC (or any party claiming by, through

or under SBBC) from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses [including, without limitation: (i) diminution in the value of the Licensed Premises and/or the land on which the Licensed Premises are located and/or any adjoining area(s) which SBBC owns or in which it holds a property interest; (ii) damages for the loss or restriction on use of rentable or usable space of any amenity of the Licensed Premises or the land on which the Licensed Premises are located; (iii) damages arising from any adverse impact on marketing of space; and (iv) any sums paid in settlement of claims, reasonable attorneys and paralegals' fees, (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings) consultants fees and expert fees] which arise during or after the term of this Agreement, as amended, or any renewal thereof, as a consequence of such contamination. This indemnification of SBBC by the City includes, without limitation, costs incurred in connection with any investigation or site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Licensed Premises. The City shall be given thirty (30) days written notice to cure any contamination that may be found on the Licensed Premises due to the City's neglect. Nothing herein is intended to serve as a waiver of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes (2024), as amended.

- (a) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Licensed Premises or the surrounding area(s) caused or permitted by the City (or the aforesaid others) results in (a) any contamination of the Licensed Premises, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then the City shall immediately notify SBBC of any contamination, claim of contamination, loss or damage and, after consultation and approval by SBBC, take all actions at the City's sole expense as are necessary or appropriate to return the Licensed Premises, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of the City shall survive the expiration or earlier termination of this Agreement, as amended.
- (b) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302)

and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), petroleum, any and all material or substances which are classified as "biohazardous" or "biological waste" (as such terms are defined by Florida Administrative Code ("F.A.C.") Chapter 17-712, as amended from time to time}, and extremely "hazardous waste" or "hazardous substance" pursuant to federal, state or local governmental law.

- (c) SBBC and its agents shall have the right, but not the duty, to inspect the Licensed Premises at any time to determine whether the City is complying with the terms of this Agreement, as amended. If the City is not in compliance with Section 2.20 of this Agreement, as amended, upon a finding the City caused any contamination found at the Licensed Premises and the City failed to cure or remediate said contamination after receipt of a 30-day written notice from the SBBC, and to the extent permitted by law, the SBBC shall have the right to immediately enter upon the Licensed Premises to remedy at the City's expense any contamination caused by the City's failure to comply with this Section 2.20, notwithstanding any other provision of this Agreement, as amended. SBBC shall use its best efforts to minimize interference with the City's operations but shall not be liable for any interference caused thereby.
- (d) Any non-compliance by the City with its duties, responsibilities and obligations under this Section shall constitute a default of this Agreement, as amended. The City shall be given thirty (30) days written notice to cure any contamination that may be found on the Licensed Premises due to the City's neglect.
- 2.01.7 **DELETE** and **REPLACE** Section 2.21 of the Agreement in its entirety and replace it with the following:
 - **2.21** Security of Licensed Premises. The schools listed in Exhibit "A" have existing fencing which currently separate the Licensed Premises from the school campuses, except for the partially fenced area(s) of the Licensed Premises depicted on the sketch affiliated with Exhibit "A" for Croissant Park Elementary School, Floranada Elementary School, and Lauderdale Manors Early Learning Center. Prior to accessing and utilizing the Licensed Premises, the City will lock all the school campus gates before entering the Licensed Premises including any internal gate(s) that are connected to the partially

fenced area(s) of the Licensed Premises at Croissant Park Elementary, Floranada Elementary School, and Lauderdale Manors Early Learning Center. The City is solely responsible for the necessary security for all events and/or activities when the Licensed Premises are under the control of the City, including the partially fenced area(s) of the Licensed Premises at Croissant Park Elementary, Floranada Elementary School, and Lauderdale Manors Early Learning Center. If it is determined that any security lapse and/or safety issues occurred during the time the Licensed Premises were under the City's control, including the partially fenced area(s) of the Licensed Premises at Croissant Park Elementary, Floranada Elementary School, and Lauderdale Manors Early Learning Center, to the extent permitted by law, the City will be liable and will indemnify the SBBC consistent with Sections 2.17, 2.19, and any other applicable provisions in this Agreement, as amended. Furthermore, the City will secure the Licensed Premises when the Licensed Premises are under the City's control by locking the Licensed Premises after the hours of operation as stated herein in Section 2.10. Additionally, the City at the City's sole expense will install fencing on the Licensed Premises of the school sites listed in Exhibit "B", which currently are not completely fenced off from the rest of the school campuses consistent with Section 2.07 Improvements of this Agreement, as amended. Therefore, the City will not be permitted to utilize the Licensed Premises of the schools listed in Exhibit "B" until the required fencing are installed. Nothing herein is intended to serve as a waiver of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes (2024), as amended.

2.01.8 **Amend** Section 2.13 of the Agreement to update the City's addresses to the following:

AS TO CITY: City Manager

City of Fort Lauderdale, Florida 101 NE 3rd Ave, Suite 2100 Fort Lauderdale, FL 33301

With a copy to: City Attorney

City of Fort Lauderdale, Florida 1 East Broward Blvd., Suite 1320 Fort Lauderdale, FL 33301

With a copy to: Director of Parks & Recreation Department

City of Fort Lauderdale, Florida

701 S. Andrews Avenue Fort Lauderdale, FL 33316

- 3.01 <u>Order of Precedence among Agreement Documents</u>. In the event of conflict between the provisions of the Recreation License Agreement dated October 16, 2018, and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - (a) This First Amendment to Recreation License Agreement; and
 - (b) The Recreation License Agreement dated October 16, 2018.
- 4.01 <u>Other Provisions Remain in Force</u>. Except as modified herein, all terms, covenants, obligations and provisions of the Recreation License Agreement dated October 16, 2018, shall remain unaltered and shall continue in full force and effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have each executed this First Amendment to the Recreation License Agreement.

FOR SBBC

| (Corporate Seal) | THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a corporate and political subdivision of the State of Florida. |
|--|---|
| ATTEST: | By: Lori Alhadeff, Chair |
| Dr. Peter B. Licata, Superintendent of Schools | Approved as to form and legal content: |
| | Office of the General Counsel |

FOR CITY

| | THE CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation of the State of Florida |
|------------------------------|---|
| ATTEST: | |
| | Ву: |
| | Dean J. Trantalis, Mayor |
| Ву: | |
| David R. Soloman, City Clerk | |
| | Ву: |
| | Susan Grant, Acting City Manager |
| (CITY SEAL) | |
| | |
| | Approved as to form and correctness: |
| | D'Wayne M. Spence, Interim City Attorney |
| | |
| | Ву: |
| | Patricia SaintVil-Joseph |
| | Assistant City Attorney |

EXHIBIT A

The following is a list and sketch of Licensed Premises at school sites that currently have the required fencing or that have partially fenced area(s) of the Licensed Premises, specifically at Croissant Elementary School, Floranada Elementary School, and Lauderdale Manors Early Learning Center that the City can utilize for recreational purposes without the installation of additional fencing:

- 1. Bennett Elementary School
- 2. Croissant Park Elementary School
- 3. Dillard 6-12
- 4. Floranada Elementary School
- 5. Harbordale Elementary School
- 6. Lauderdale Manors Early Learning Center
- 7. Riverland Elementary School
- 8. Rock Island Elementary School
- 9. Stranahan High School
- 10. Stephen Foster Elementary School
- 11. Virginia S. Young Elementary School
- 12. Walker Elementary School
- 11. Westwood Heights Elementary School

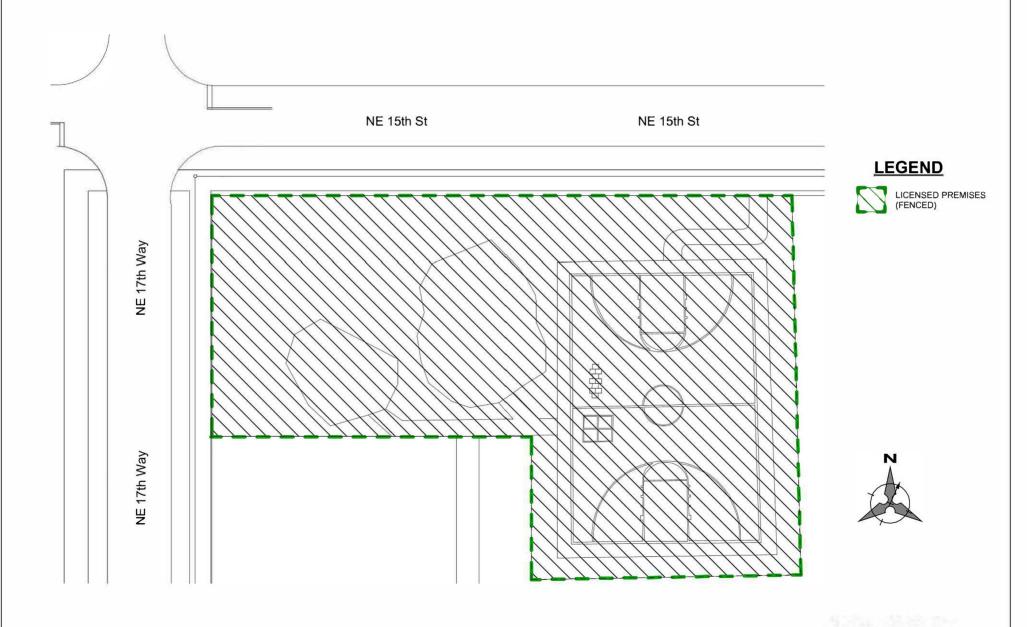
Other SBBC owned school facilities within the corporate limits of the City of Fort Lauderdale may be added to this list by the mutual agreement of the Superintendent of Schools (or designee) and the City Director, Park and Recreation (or designee) without the formal amendment of this Agreement, as amended.



BENNETT ELEMENTARY SCHOOL

1755 NE 14 STREET, FORT LAUDERDALE, FLORIDA, 33304

EXHIBIT A



CAM 24-1088 Exhibit 2

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CROISSANT PARK ELEMENTARY SCHOOL

1800 SW 4th AVENUE, FORT LAUDERDALE, FLORIDA, 33315

EXHIBIT A



LEGEND

LICENSED PREMISES (FENCED)



LICENSED PREMISES (NOT FENCED)



CAM 24-1088 Exhibit 2

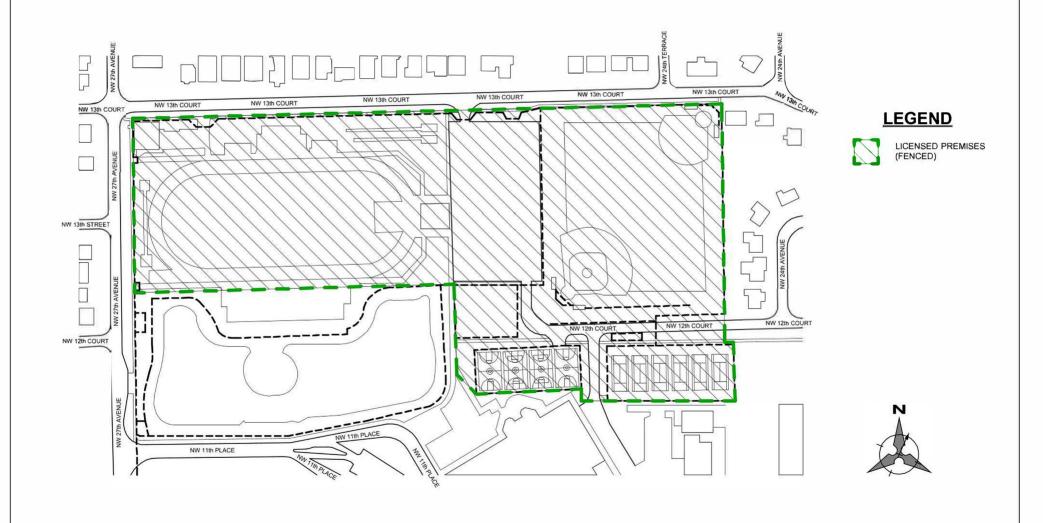
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DILLARD 6-12

2501 NW 11th STREET, FORT LAUDERDALE, FLORIDA, 33311

EXHIBIT A

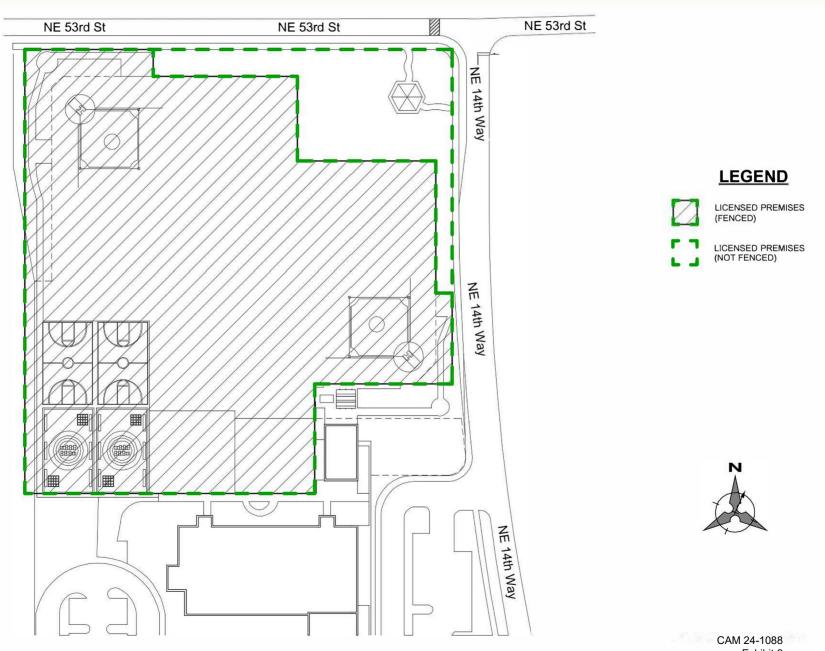




FLORANADA ELEMENTARY SCHOOL

5251 NE 14th WAY FORT LAUDERDALE, FLORIDA, 33334

EXHIBIT A

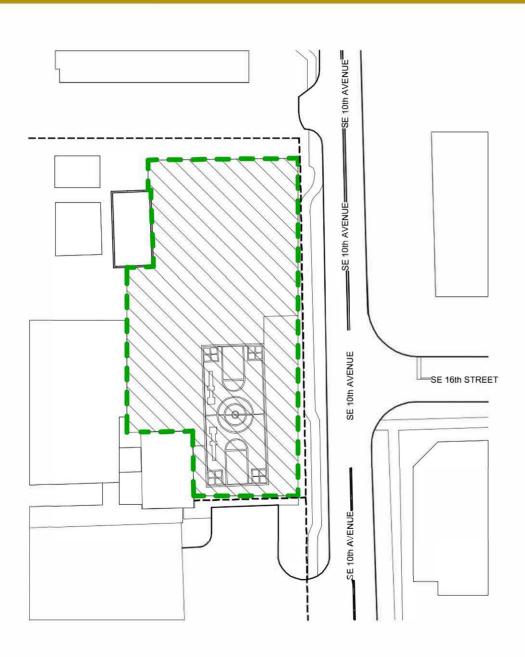




HARBORDALE ELEMENTARY SCHOOL

900 SE 15th STREET, FORT LAUDERDALE, FLORIDA, 33316

EXHIBIT A



LEGEND



LICENSED PREMISES (FENCED)



CAM 24-1088 Exhibit 2

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LAUDERDALE MANORS EARLY LEARNING CENTER

1400 NW 14th COURT, LAUDERDALE LAKES, FLORIDA, 33311

EXHIBIT A



LEGEND





CAM 24-1088

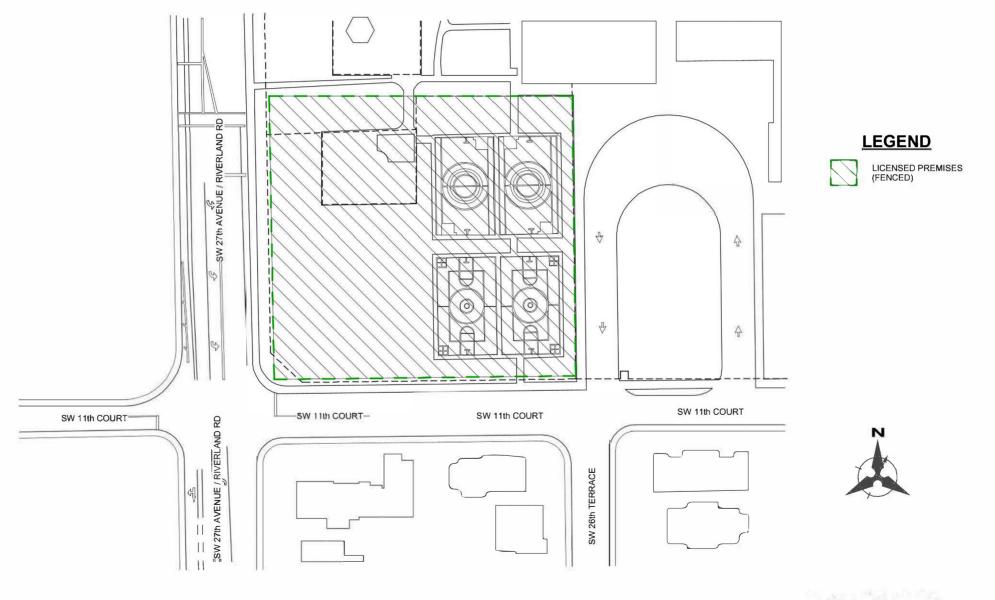
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RIVERLAND ELEMENTARY SCHOOL

2600 S 11th COURT, FORT LAUDERDALE, FLORIDA, 33312

EXHIBIT A



CAM 24-1088 Exhibit 2

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ROCK ISLAND ELEMENTARY SCHOOL

2350 NW 19th STREET, FORT LAUDERDALE, FLORIDA, 33311

EXHIBIT A





STRANAHAN HIGH SCHOOL

1800 SW 5th PLACE, FORT LAUDERDALE, FLORIDA, 33312

EXHIBIT A



LEGEND



LICENSED PREMISES (FENCED)



LICENSED PREMISES (NOT FENCED)



CAM 24-1088

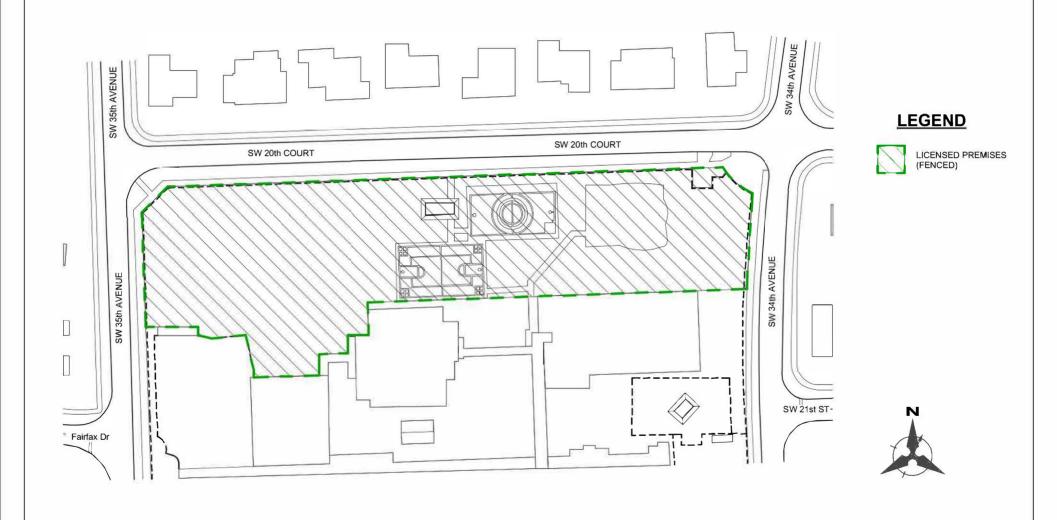
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STEPHEN FOSTER ELEMENTARY SCHOOL

3471 SW 22nd STREET, FORT LAUDERDALE, FLORIDA, 33312

EXHIBIT A



CAM 24-1088 Exhibit 2

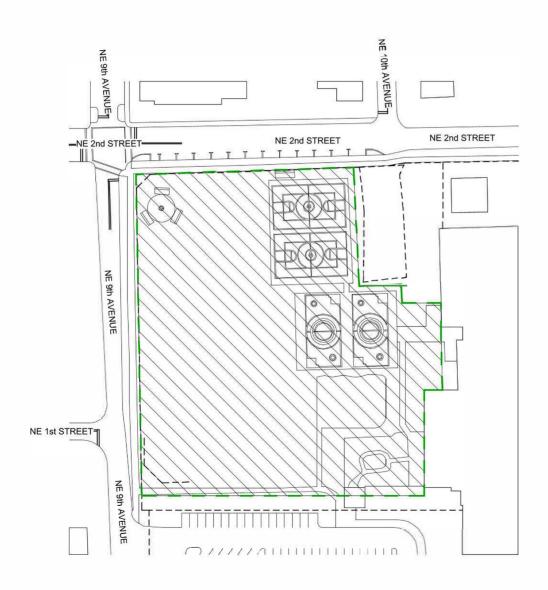
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VIRGINIA S. YOUNG ELEMENTARY SCHOOL

101 NE 11th AVENUE, FORT LAUDERDALE, FLORIDA, 33301

EXHIBIT A



LEGEND



LICENSED PREMISES (FENCED)



CAM 24-1088 Exhibit 2

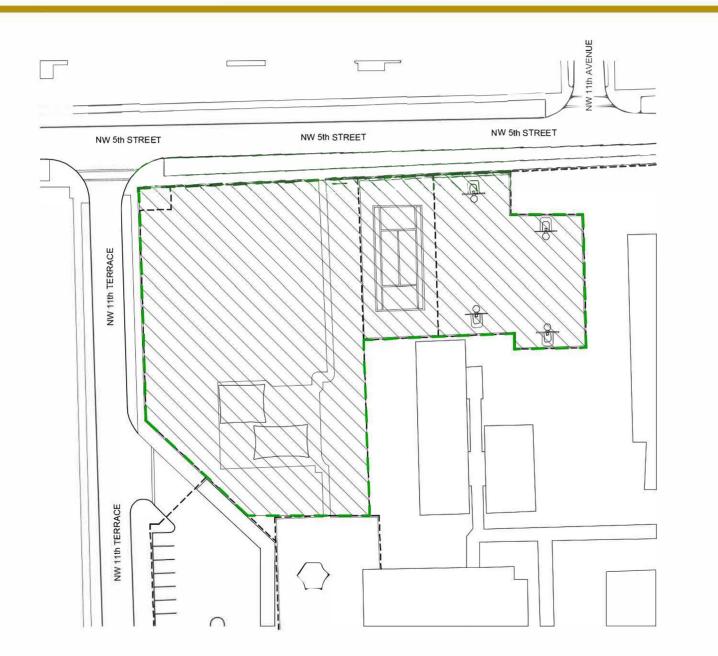
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WALKER ELEMENTARY SCHOOL

1001 NW 4th STREET, FORT LAUDERDALE, FLORIDA, 33311

EXHIBIT A



LEGEND





CAM 24-1088 Exhibit 2

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WESTWOOD HEIGHTS ELEMENTARY SCHOOL

2861 SW 9th STREET, FORT LAUDERDALE, FLORIDA, 33312

EXHIBIT A

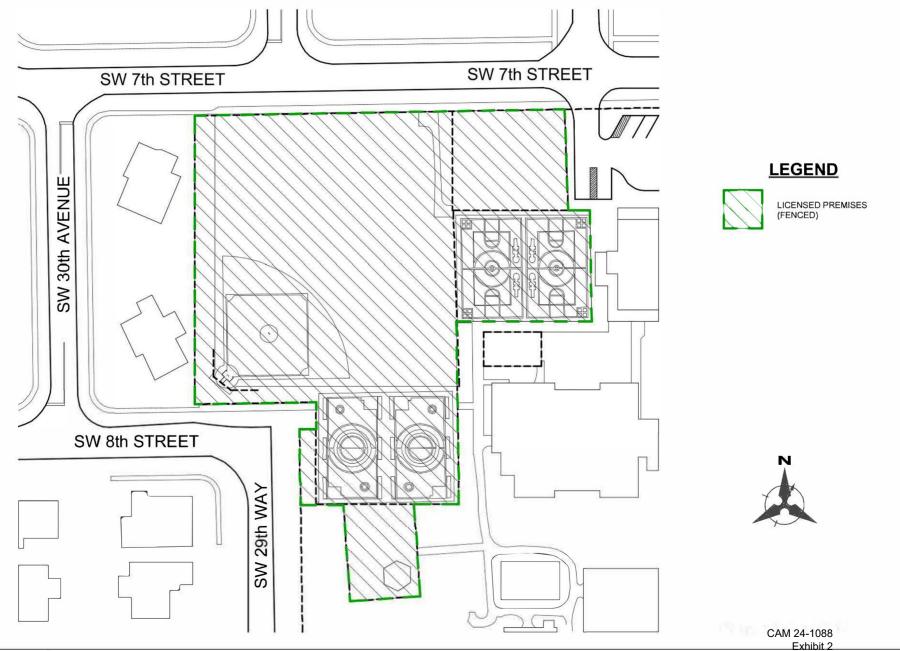


EXHIBIT B

The following is a list and sketch of the Licensed Premises at school sites where currently, the Licensed Premises are not fenced off from the school campuses. Therefore, the City shall install the required fencing, which fences off the Licensed Premises from the school campuses before the City can utilize the Licensed Premises for recreational purposes:

- 1. Fort Lauderdale High School (Excluding Swimming Pool)
- 2. New River Middle School
- 3. North Fork Elementary
- 4. Stranahan High School (Excluding Swimming Pool)
- 5. Sunrise Middle School (Excluding Swimming Pool)
- 6. Thurgood Marshall Elementary School

Other SBBC owned school facilities within the corporate limits of the City of Fort Lauderdale may be added to this list by the mutual agreement of the Superintendent of Schools (or designee) and the City Director, Park and Recreation (or designee) without the formal amendment of this Agreement, as amended.



FORT LAUDERDALE HIGH SCHOOL

1600 NE 4th AVENUE, FORT LAUDERDALE, FLORIDA, 33305

EXHIBIT B

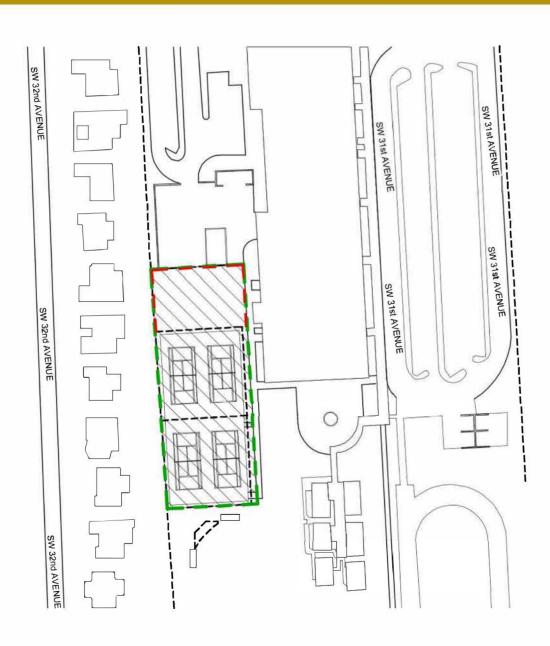




NEW RIVER MIDDLE SCHOOL

3100 RIVERLAND ROAD, FORT LAUDERDALE, FLROIDA, 33312

EXHIBIT B



LEGEND



LICENSED PREMISES (FENCED)



LICENSED PREMISES (NOT FENCED)



CAM 24-1088 Exhibit 2

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NORTH FORK ELEMENTARY SCHOOL

101 NW 15th AVENUE, FORT LAUDERDALE, FLORIDA, 33311

EXHIBIT B

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STRANAHAN HIGH SCHOOL

1800 SW 5th PLACE, FORT LAUDERDALE, FLORIDA, 33312

EXHIBIT B



LEGEND



LICENSED PREMISES (FENCED)



LICENSED PREMISES (NOT FENCED)



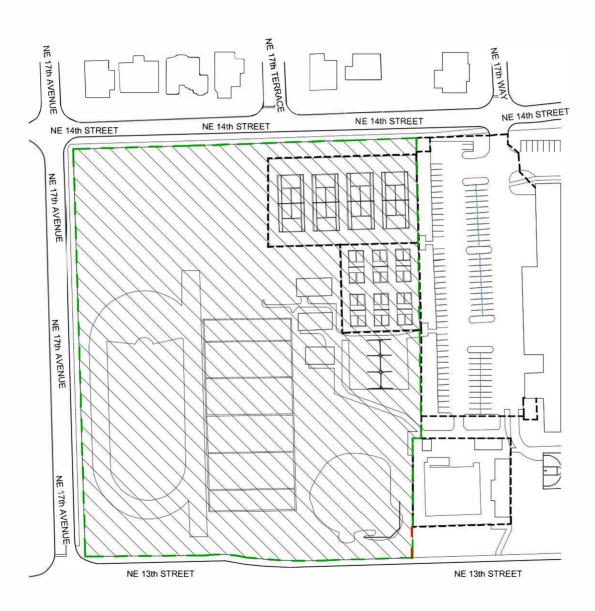
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SUNRISE MIDDLE SCHOOL

1750 NE 14th STREET, FORT LAUDERDALE, FLORIDA, 33304

EXHIBIT B



LEGEND



LICENSED PREMISES (FENCED)



LICENSED PREMISES (NOT FENCED)

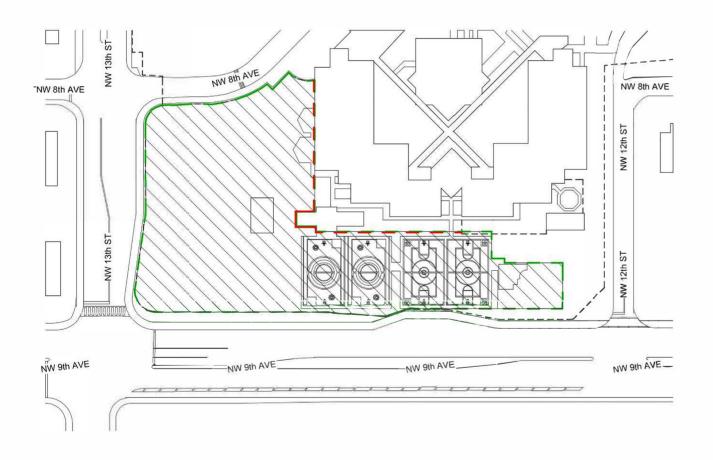




THURGOOD MARSHALL ELEMENTARY SCHOOL

800 NW 13th STREET, FORT LAUDERDALE, FLORIDA, 33311

EXHIBIT B



LEGEND



LICENSED PREMISES (FENCED)



LICENSED PREMISES (NOT FENCED)



CAM 24-1088 Exhibit 2

EXHIBIT CLIST OF PROPOSED IMPROVEMENTS AND ANTICIPATED EXPENDITURES BY THE CITY OF FORT LAUDERDALE

| id | School Site | Proposed Improvements | Anticipated Expenditure |
|----|--|--|-------------------------|
| 1 | Croissant Park Elementary School | Community Center Renovations | \$2,620,000 |
| | | Ball field lighting | |
| | | Water Playground Replacement | |
| | | Walking Path/Outdoor Fitness Equipment | |
| | | Interactive Water Feature Replacement | |
| İ | | Site Furnishings | |
| | | Lighting Upgrades (security lighting) | |
| | | Solar Panels | |
| | | Parking Lot Improvement | |
| | | ADA Improvements and Pathways | |
| | | Basketball Resurfacing | |
| | | Playground Installation | |
| | | Fencing and Gates | |
| | | Pool and ADA Improvements | |
| | | Pavilion | |
| 2 | Dillard 6-12 | Tennis Court Renovations | \$100,000 |
| 3 | Floranada Elementary School (aka-Floranada Park) | Playground Installation | \$783,000 |
| | | Athletic Field Lighting Upgrade | |
| | | Restroom Renovation | |
| | | Bleacher Shade | |
| l | | Site Furnishings | |
| | | ADA Improvements | |
| 4 | Harbordale Elementary School | Playground Installation | \$275,000 |
| | | Court Resurfacing | |
| | | Fencing, Gates | |
| 5 | Lauderdale Manors Early Learning Center (aka- | Pool Renovations | \$1,856,000 |
| | Lauderdale Manors Park) | Community Center Renovations | |

| | | Playground; Resurfacing, Shade | |
|----|--|--|-------------|
| | | Water Playground Replacement | |
| | | Solar Panels | |
| | | ADA Improvements | |
| 6 | North Fork Elementary School (aka-North Fork Park) | Playground Installation | \$775,000 |
| | | Fencing, Integrating Broward and 15th Avenue | |
| | | green spaces with Path Improvements | |
| | | Lighting, Security Lighting | |
| | | Benches | |
| | | Basketball Courts | |
| | | Water Viewing Deck / Interactive Learning | |
| | | Feature | |
| 7 | Rock Island Elementary School | Playground Installation | \$262,500 |
| | , | Fencing | |
| | | Gates | |
| 8 | Sheridan Technical High School (aka-Sunset School | Benches | \$450,000 |
| | Park) | Bike Racks | |
| | | Athletic Field Lighting Upgrade | |
| | | Playground Replacement | |
| | | Signage | |
| | | Fencing | |
| | | Lighting | |
| | | ADA Improvements | |
| 9 | Stephen Foster Elementary School | Fencing | \$1,029,000 |
| | | Playground Installation | |
| | | Basketball resurfacing | |
| | | Signage | |
| | | Walking Path | |
| 10 | Stranahan High School | Resurfacing of Tennis Courts | \$350,000 |
| | | Fencing | |
| | | Basketball Court Installation | |
| | | Fitness Path and Equipment Installation | |

| 11 | Sunrise Middle School | Fencing | \$1,725,000 |
|----|---|--------------------------------------|-------------|
| | | Gates | |
| | | Pool Chiller | |
| | | Synthetic Turf Field | |
| | | Pavilion | |
| | | Demo/ Entryway and Site Improvements | |
| | | Project Management | |
| | | Track Resurfacing | |
| | | Tennis Courts (completed) | |
| 1 | | Site Furnishings | |
| 12 | Thurgood Marshall Elementary School | Playground Installation | \$400,000 |
| | | Court Renovations | |
| | | Walking Trail | |
| 13 | Virginia Shuman Young (VSY) Elementary School | Playground Installation | \$375,000 |
| | | Sunshade Canopy | |
| | | Fencing | |
| 14 | Walker Elementary School (aka-Walker Park) | Playground Replacement, Improvements | \$650,000 |
| | | Benches | |
| | | Lighting, Security Lighting | |
| | | Bike Racks | |
| | | Picnic Tables | |
| l | | Signage | |
| | | Fencing | |
| | | ADA Improvements | |
| | | Pavilion | |
| 15 | Westwood Heights Elementary School | Playground, Sunshade Installation | \$375,000 |
| | | Fencing | |
| | | Signage | |
| | | Basketball Court Resurfacing | |
| | | Walking Trail | |

Source: City of Fort Lauderdale

EXHIBIT D

MAINTENANCE OF SCHOOL GROUNDS – EITHER BY SBBC OR THE CITY OF FORT LAUDERDALE

| id | School Site | Ground Areas to be Maintained by SBBC | Ground Areas to be Maintained by CITY |
|----|--|---|--|
| 1 | Arthur Ashe Jr. Center | Entire School Site | |
| 2 | Bennett Elementary School | | Fenced Area of the Existing Improvements |
| 3 | Croissant Park Elementary School | | Ballfield Adjacent Restrooms Aquatic Center (When used by CITY) |
| 4 | Dillard 6-12 High School | Entire School Site | |
| 5 | Floranada Elementary School (aka- Floranada Park) | Basketball Court Tennis Courts Playground Restrooms | Ballfield Pavilion |
| 6 | Fort Lauderdale High School | Entire School Site | |
| 7 | Harbordale Elementary School | Entire School Site | |
| 8 | Lauderdale Manors Early Learning Center (aka- Lauderdale Manors Park) | | Grass Area Basketball Courts Playground (Immediately Surrounding the Pool and Community Center |
| 9 | New River Middle School | Entire School Site | |
| 10 | North Fork Elementary School (aka-North Fork Park) | Basketball Courts | Grass Areas |
| 11 | Riverland Elementary School | Entire School Site | |
| 12 | Rock Island Elementary School | Entire School Site | |
| 13 | Sheridan Technical High School (aka- Sunset School Park) | Basketball Courts Tennis Courts Playground Restrooms | Fields |
| 14 | Stephen Foster Elementary School | Entire School Site | |

| 15 | Stranahan High School | Entire School Site | |
|----|---|--------------------|-------------|
| | Sunrise Middle School | Entire School Site | |
| 17 | Thurgood Marshall Elementary School | Entire School Site | |
| 18 | Virginia Shuman Young (VSY) Elementary School | Entire School Site | |
| 19 | Walker Elementary School (aka-Walker | Basketball Courts | Grass Areas |
| | Park) | | Playground |
| 20 | Westwood Heights Elementary School | Entire School Site | |

Source: Meeting between Selected Broward County Public School and City Staff