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**INTERLOCAL AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF PEMBROKE PINES**  
**AND**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
as the governing body of  
**THE SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA**

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BK28501P00868

# INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") dated as of this 9 day of JUNE, 1998, entered into by and among the CITY OF PEMBROKE PINES, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Commission (the "City"), and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (the "School Board"), acting as the governing body of THE SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA (the "School District"), collectively, the "Parties," with their participation evidenced by the signature of their authorized representatives.

## WITNESSETH:

WHEREAS, the Parties agree that the effective provision of education to the residents of Broward County is of paramount concern and utmost importance to the general welfare of the entire South Florida community; and

WHEREAS, the Parties agree that the availability of adequate school facilities is a fundamental element of the effective provision of education; and

WHEREAS, Broward County (the "County") has experienced extraordinary annual growth in its student population and anticipates such growth to continue for the next several years. Existing revenue sources available to the School Board for capital expenditures have not been sufficient to meet the need for new schools and other capital improvements necessitated by this rapid growth. Based upon existing revenue and student population projections, it is anticipated that there will be a deficit in excess of 1.4 billion dollars over the next five (5) years between the funds available and the funds required to provide the educational facilities needed to serve the School District; and

WHEREAS, school construction shortages and overcrowding are serious concerns for the people of the City and of the County; and

WHEREAS, certain areas within the County are experiencing and projecting more rapid growth than other areas of the County, and among the fastest growing areas is the southwest portion of the County, particularly, the City; and

WHEREAS, the Parties recognize that severe school overcrowding exists within the municipal boundaries of the City, and will continue in light of increased residential development within the City and surrounding areas; and

WHEREAS, the School Board has adopted, and periodically reviews and updates, a five (5) year capital plan reflecting projected revenue available for capital expenditures and the

allocations of those revenues for the ensuing five (5) year period (the "Capital Plan"). In adopting the Capital Plan, the School Board seeks to equitably allocate the limited funds available to the School Board for capital projects in each of the geographic areas within the County. Consistent with Florida Statutes, the School Board may amend the Capital Plan to include a new project if it determines that, in addition to a significant need for the new project, a material economic benefit can be realized and benefits the entire School District by including the new project at that time; and

**WHEREAS**, due to the severe overcrowding that the School Board is experiencing within its schools in the City and in order to obtain some temporary relief, the Parties have been diligently working for several months to coordinate and jointly participate in the design of a project to alleviate the overcrowding in schools located within the City; and,

**WHEREAS**, on April 8, 1997, the School Board adopted a resolution authorizing the negotiation of a one-year loan to be evidenced by the issuance of its Revenue Anticipation Notes, Series 1997C (the "Series 1997C Notes"). The resolution authorized a portion of the proceeds of the Series 1997C Notes to be applied, among other purposes, to construct a new elementary school in the Pembroke Falls subdivision within the City (the "RAN Project" or the "Elementary School"). The aggregate cost of the RAN Project, including its allocable share of issuance costs, is \$15,200,000 (the "RAN Project Loan"). The Series 1997C Notes were sold to the public on April 30, 1997; and,

**WHEREAS**, this Agreement seeks to address the School Board's guidelines regarding its Capital Plan in that the City will provide significant material economic cooperation and coordination to the School Board, which includes the payment of certain funds by City on a portion of the debt incurred by the School Board for the School Board's construction of the new Elementary School; and,

**WHEREAS**, in this Agreement the Parties have addressed the School Board's concerns with respect to equitably allocating funds throughout the County and requiring material economic benefit to amend its existing Capital Plan, and the School Board has determined that it is in the best interests of the School District and the people of the County, including residents of the City, to proceed with the construction of the Elementary School within the City; and

**WHEREAS**, the Parties have agreed that it is in the best interest of the health, safety and welfare of the citizens of the County and the City, particularly the citizens of school age, to enter into this Agreement, which will ensure that a new elementary school is built by the School District within the City, and that certain facilities are built by City within the City for the use by the School District and the residents of the City; and,

**WHEREAS**, Part I of Chapter 163, Florida Statutes, as amended (the "Interlocal Cooperation Act"), permits the Parties, as public agencies under the Interlocal Act, to enter into interlocal agreements with each other to authorize one governmental party to exercise, on behalf of the other governmental units, jointly held powers, privileges or authorities which each such



governmental units share in common and which each might exercise separately, permitting the governmental units to make the most efficient use of their power by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with geographic, economic, population, and other factors influencing the needs and development of such governmental units.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

**1.0 RECITALS.** The recitals set forth above are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

**2.0 REPRESENTATIONS.**

2.1 The City hereby represents to the School Board that it has the authority, pursuant to the Act, to execute any and all documents necessary to effectuate and to implement the terms of this Agreement.

2.2 The School Board hereby represents to the City that it has the authority, pursuant to the Act, to execute any and all documents necessary to effectuate and to implement the terms of this Agreement.

**3.0 OBLIGATIONS OF THE PARTIES.**

3.1 City's Obligations. Immediately following the commencement date as hereinafter defined, the City shall:

3.1.1 Pay to the School Board an aggregate sum equal to the total interest that accrues on \$3,000,000.00 of the Series 1997C Notes and any Renewal Notes used to finance the construction and renovation of school facilities within the City of Pembroke Pines, from April 30, 1997 through January 1, 2000, pursuant to the following payment schedule:

<u>Fiscal Year</u>	<u>97-98</u>	<u>98-99</u>	<u>99-2000</u>
<u>RAN Principal</u>	\$3,000,000	\$2,400,000	\$1,800,000
<u>RAN Interest payable by City</u>	\$113,880	\$86,085	\$55,125
<u>Payment Due Date</u>	6/1/98	7/1/98	7/1/99

When a School Bond Referendum is adopted by the electors of Broward County in a future general or special election, the School District shall remit to City all interest payments made by

City pursuant to this Section, from the proceeds of the first series of bonds issued pursuant thereto. The City's obligations to make further interest payments pursuant to this Agreement shall then cease and terminate.

3.1.2 Pay the School District a minimum of FOUR HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$425,000.00), such funds to be used for public school purposes and to be allocated by the School District for the construction and renovation of school facilities within the City. City shall use its best efforts to collect these funds from Developers of residential real property (the "Developers") within the City.

3.1.2.1 Any funds collected by City from Developers pursuant to this Agreement shall be in addition to the required present or future school impact fees that are or will be imposed upon real property owned by the Developers. The City may enter into any and all agreements with Developers as are necessary to collect the required funds for payment pursuant to this Agreement. No agreement between the City and Developers shall include provisions which provide that payments by Developers shall operate as a credit towards the payment of school impact fees in the future, nor any provisions that any such payment shall count toward or result in any vesting of rights relating to a school concurrency management program which may be implemented by Broward County.

3.1.2.2 The City shall pay in full all of its obligations pursuant to Section 3.1.2 of this Agreement on or before June 1, 1998.

3.1.2.3 Any funds collected by City from Developers in excess of \$425,000.00, to be used for public school purposes, with the exception of funds related to the City's Charter School Program, shall be remitted to the School District.

3.1.3 Proceed with the construction of a Gymnasium, including locker rooms, (the "Gymnasium") which, for purposes of this Agreement, shall be deemed to have a value of \$750,000.00, on City property located at 501 S.W. 172nd Avenue and lying adjacent to the School Board school site at S.W. 172nd Avenue and Pines Boulevard, in the City. The City shall use its best efforts to ensure that the Gymnasium is available at the time the middle school referred to herein becomes available for occupancy.

3.2 School Board's Obligations. The School Board shall:

3.2.1 Authorize all School Board personnel, including but not limited to the Superintendent or his designee, to execute any and all documents necessary to proceed with the construction of the Elementary School to be located within the City, and such construction cost and expense shall be incurred solely by the School District.

3.2.2 Use its best efforts to oversee the progress of the construction of the Elementary School in an effort to ensure that it opens prior to the start of the 1998-1999 School year, or as soon thereafter as possible.

3.3 Mutual Obligations. Immediately following the commencement date as hereinafter defined, the Parties shall:

3.3.1 Ensure that all documents, of any nature, necessary to effectuate the terms, conditions, and provisions of this Agreement, are executed in a timely fashion to ensure the immediate start of construction of the Elementary School.

3.3.2 Coordinate efforts to design and construct a swimming pool to be located on City property in the Pembroke Falls Park located at 1361 N.W. 129th Avenue, in the City of Pembroke Pines (the "Swimming Pool"). The City shall, from available resources other than those described in this section 3, fund and construct the swimming pool. The School District shall review and reasonably approve the design of the Swimming Pool prior to the commencement of the construction thereof. The Parties agree that the design of the Swimming Pool will reflect the mutual accommodation of athletic programs at both the W.C. Young School and Flanagan High School, as well as use by the general public.

3.3.3 Upon completion of the Gymnasium referred to in Section 3.1.3, execute any and all requisite documents, including but not limited to a lease for the periodic use by the School District of the Gymnasium on mutually agreeable terms and conditions, in lieu of the School District constructing a gymnasium at the middle school to be built at Pines Boulevard and 172nd Avenue, with such use to commence as soon as practicable following the completion of the Gymnasium.

4.0 **COMMENCEMENT DATE.** The Commencement Date of this Agreement shall be the date shown herein below when the last party to this Agreement has executed same.

5.0 **NO IMPACT ON SCHOOL DISTRICT OBLIGATIONS AND DUTIES.** The implementation of this Agreement will in no way obligate the School District nor will it infringe upon the School District's constitutional duties or other requirements which are mandated by law. This includes, but is not limited to: setting school attendance boundaries; selecting school sites; planning, designing, and constructing facilities; educational curriculum or operation of the schools; and the implementation of the Consent Agreement for desegregation. It is understood that schools which are physically located in the City can and probably will also serve students that reside outside the City limits. Furthermore, students living in the City of Pembroke Pines may be assigned to schools outside of the City limits. The construction of the Gymnasium shall not obligate the School Board hereunder to construct a middle school on the site located at S.W. 172nd Avenue and Pines Boulevard in the City.

6.0 **GOVERNING LAW AND VENUE.** This Agreement and all agreements incorporated here shall be governed by the laws of the State of Florida. Should any legal action be required, pursuant to this Agreement and all agreements incorporated herein, venue shall be in Broward County, Florida.



**7.0 NOTICE.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the SCHOOL BOARD and the CITY designate the following as the respective places for giving of notice.

City: Charles F. Dodge  
City Manager  
City of Pembroke Pines  
10100 Pines Boulevard  
Pembroke Pines, Florida 33025

Copy To: Samuel S. Goren, Esquire  
Deputy City Attorney  
Josias, Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308

School Board: Dr. Frank R. Petruzielo, Superintendent of Schools  
School Board of Broward County  
600 S.E. Third Avenue  
Fort Lauderdale, FL 33301  
Superintendent of Schools

Ray De La Feuilliez, Associate Superintendent  
The School Board of Broward County  
600 S.E. Third Avenue  
Fort Lauderdale, FL 33301

Lee Stepanchek, Director of Property Management  
The School Board of Broward County  
600 S.E. Third Avenue  
Fort Lauderdale, FL 33301

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**8.0 BINDING AUTHORITY.** Each person signing this Agreement on behalf of either 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.

**9.0 HEADINGS.** Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Agreement.



**10.0 EXHIBITS.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

**11.0 WAIVER.** Failure of the City or School Board to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

**12.0 LEGAL REPRESENTATION.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

**13.0 ATTORNEYS' FEES.** In connection with any litigation, including appellate proceedings, arising out of this Interlocal Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including paralegal expenses, from the other party.

**14.0 JOINT DEFENSE.** In the event that the validity of this Agreement is challenged through legal proceedings or otherwise, the Parties agree to cooperate with each other in defense of this Agreement, with each Party to bear its own attorney's fees and costs associated with such defense.

**15.0 ENTIRE AGREEMENT.** This Agreement sets forth all the promises, covenants, agreements, conditions, and understandings between the Parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

**16.0 PROVISIONS SEVERABLE.** This agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Parties do business. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

**17.0 NO THIRD-PARTY BENEFICIARY.** This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

**18.0 REMEDIES.** Each party hereto recognizes and agrees that the violation of any term, provision, or condition of this Agreement may cause irreparable damage to the other

Parties which may be difficult to ascertain, and that the award of any sum of damages may not be adequate relief to such parties. Each party, therefore, agrees that, in addition to other remedies available in the event of a breach of this Agreement, any other party shall have a right to equitable relief, including, but not limited to, the remedy of specific performance.

**19.0 COUNTERPART SIGNATURES.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[INTENTIONALLY BLANK]

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IN WITNESS WHEREOF, this Interlocal Agreement has been executed by the Parties this 9 day of JUNE, 1998, effective upon filing with the Clerk of the Court in the 17th Judicial Circuit in accordance with the provisions of the Interlocal Cooperation Act.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, as the Governing Body of the SCHOOL DISTRICT OF BROWARD COUNTY

(SEAL)

BY: *Doreen J. Lamb*  
CHAIRPERSON

ATTEST:

*Frank R. Petrucciolo*  
SUPERINTENDENT

DATE: May 19, 1998

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: *Edward Marko*  
EDWARD MARKO  
SCHOOL BOARD ATTORNEY

CITY OF PEMBROKE PINES, acting by and through its City Commission

(SEAL)

BY: *Alex G. Fekete*  
MAYOR, ALEX G. FEKETE

ATTEST:

*Eileen M. Tesh*  
CLERK, EILEEN M. TESH

DATE: 6/9/98

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

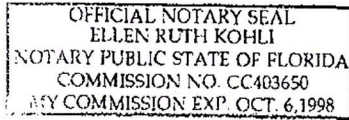
BY: *Samuel S. Goren*  
DEPUTY CITY ATTORNEY,  
SAMUEL S. GOREN

BK 28501 PG 0872



STATE OF )  
 )ss  
COUNTY OF )

THE FOREGOING INSTRUMENT was acknowledged before me this 19 day of May, 1998, by Donald J. Samuels, Chairperson of the School Board of Broward County, Florida, who is personally known to me or has produced personally known as identification.

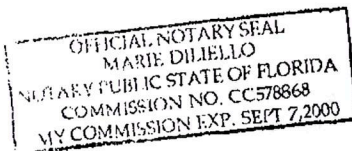


Ellen Ruth Kohli  
NOTARY PUBLIC  
Ellen Ruth Kohli  
Print or Type Name

My Commission Expires:

STATE OF )  
 )ss  
COUNTY OF )

THE FOREGOING INSTRUMENT was acknowledged before me this 9 day of JUNE, 1998, by Mayor Alex G. Fekete, who is personally known to me or has produced \_\_\_\_\_ as identification.



Marie D. Diello  
NOTARY PUBLIC  
MARIE D. DIELO  
Print or Type Name

My Commission Expires:

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