

PEMBROKE PINES CITY COMMISSION

Frank C. Ortis **MAYOR** 954-450-1020 fortis@ppines.com

Iris A. Siple VICE MAYOR 954-450-1030 isiple@ppines.com

Jay D. Schwartz COMMISSIONER DISTRICT 2 954-450-1030 jschwartz@ppines.com

Thomas Good, Jr. DISTRICT 1 954-450-1030 tgood@ppines.com

Angelo Castillo DISTRICT 4 954-450-1030 acastillo@ppines.com

Charles F. Dodge CITY MANAGER 954-450-1040 cdodge@ppines.com February 18, 2020

Barbara J. Myrick General Counsel Office of the General Counsel 600 SE Third Avenue 11th Floor Fort Lauderdale, FL 33301

*Certified Mail (Return Receipt Requested)

Re: Invoice No. 520253 per "Inter-local Agreement between the School Board of Broward County, Florida and the City of Pembroke Pines" dated June 9, 1998.

Dear Ms. Myrick,

Thank you for your response letter dated January 8, 2020. We understand that it may be difficult to obtain documentation dating back to 1998, but please be assured that the City of Pembroke Pines would not have requested payment from the School Board of Broward County unless we were sure that we fulfilled all our payment obligations in reference to this Agreement.

Enclosed you will find the following documentation with regards to the payments made under this Agreement:

Exhibit A – includes detail of the City's Treasury Fund showing that a check number 906289 was made to the School Board of Broward County on 6/26/1998 in the amount of \$624,965. This \$624,965 is further broken down from the Agreement as follows:

- 1. \$113,880 per Section 3.1.1 of the Agreement for 97-98 RAN Interest payable,
- 2. \$86,085 per Section 3.1.1 of the Agreement for 98-99 RAN Interest payable, and
- 3. \$425,000 per Section 3.1.2 of the Agreement.

Exhibit B - includes Letter from the School Board of Broward County dated November 18, 2004 for Invoice Number 2005-003 in the amount of \$54,123.00. In this letter, the School Board of Broward County references that this invoice is for the "final interest payment on the \$3,000,000 Series 1997c Revenue Anticipation Notes".

Exhibit B also includes a copy of the City of Pembroke Pines' check number 136399 in the amount of \$54,123 dated 4/13/2005 representing the final interest payment, as well as a copy from our check reconciliation system showing that check number 136399 cleared the bank on 04/28/2005.

City of Pembroke Pines | 601 City Center Way | Pembroke Pines, FL 33025 954-450-1070 | www.ppines.com

Based on the information provided, the City of Pembroke Pines has fulfilled its payment obligations with regards to the above referenced Agreement, and we are hoping that the School Board of Broward County will do the same. For ease of reference, I have also enclosed invoice number 520253 dated 06/03/2019 in the amount of \$254,088.

If you have any questions or need further information, please call me at 954-450-1090.

Sincerely,

Lisa Chong

Finance Director

cc.

Patricia Good, Broward County School Board Member, District 2

Robert W. Runcie, Superintendent of Schools

Judith M. Marte, Chief Finance Officer, Broward County School Board

Charles F. Dodge, City Manager Samuel Goren, City Attorney

Encl:

- 1. Exhibit A (A-1 to A-3)
- 2. Exhibit B (B-1 to B-5)
- 3. Letter from School Board of Broward County Dated January 8, 2020
- 4. Invoice number 520253 dated June 3, 2019

CITY OF PEMBROKE PINES G/L YTD DETAIL LIST BY ACCOUNT

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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.

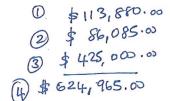
3.0 OBLIGATIONS OF THE PARTIES.

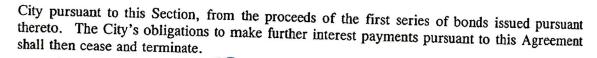
- 3.1 <u>City's Obligations.</u> Immediately following the commencement date as hereinafter defined, the City shall:
- 3.1.1 Pay to the School Board an aggregate sum equal to the total interest that accrues on \$3,000,000.00 of the Series 1997C Notes and any Renewal Notes used to finance the construction 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:

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

MDC:aw |9-22-97|9-24-97|RWV:aw 10-14-97 MDC |10-30-97|aw 11-13-97|MDC |1-14-98|aw 1-19-98 mp 1/22/98| MDC 5/4/98| MDC 5/8/98|MDC 5/13/98 [970088\SEPTDEAL\MASTER.cln





- 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.
- 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 <u>School Board's Obligations</u>. 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.

MDC:aw |9-22-97|9-24-97|RWV:aw 10-14-97 MDC|10-30-97|aw 11-13-97|MDC 1-14-98|aw 1-19-98 mp 1/22/98| MDC 5/4/98| MDC 5/8/98|MDC 5/13/98 [970088\SEPTDEAL\MASTER.cln



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 W. OAKLAND PARK BLVD. • SUNRISE, FLORIDA 33351 • TEL 754-321-0763 • FAX 754-321-0782

I. BENJAMIN LEONG, CPA Chief Financial Officer

ALEXANDER BAUM Director, Capital Systems Reporting & Control 814 NOV 23

SCHOOL BOARD

Vice Chair

STEPHANIE ARMA KRAFT, ESO BENJAMIN I. WILLIAMS CAROLE L. ANDREWS ROBIN BARTLEMAN DARLA L. CARTER MAUREEN S. DINNEN ROBERT D. PARKS, ED.D. MARTY RUBINSTEIN

DR. FRANK TILL Superintendent of Schools

November 18, 2004

Attn: Mr. Charles F. Dodge

City Manager

City of Pembroke Pines 10100 Pines Boulevard

Pembroke Pines, Florida 33025

*Certified Mail (Return Receipt Requested)

SUBJECT:

INVOICE OF \$54,123.00 PER "AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF PEMBROKE PINES" dated JUNE 9, 1998.

Please remit to The School Board of Broward County, Florida, per the terms of the Agreement dated June 9, 1998, the amount of \$54,123.00 for the final interest * payment on the \$3,000,000.00 Series 1997c Revenue Anticipation Notes used to finance the construction and renovation of school facilities with the city of Pembroke Pines.

Please make your check payable to The School Board of Broward County, Florida and remit as follows:

The School Board of Broward County, Florida Capital Systems Reporting and Control

Attention: Jan Palmer 7720 West Oakland Park Boulevard, Suite 304 Sunrise, Florida 33351-6704

If you have any questions or need further information, please call me at (754) 321-0763.

Sincerely

Alexander Baum, Director

Capital Systems Reporting and Control

cc: I. Benjamin Leong

Transforming Education: One Student at A Time Broward County Public Schools Is An Equal Opportunity/Equal Access Employer





THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 W. OAKLAND PARK BLVD. • SUNRISE, FLORIDA 33351 • TEL 754-321-0763 • FAX 754-321-0782

I. BENJAMIN LEONG, CPA Chief Financial Officer

ALEXANDER BAUM
Director, Capital Systems Reporting & Control

SCHOOL BOARD

Vice Chair

STEPHANIE ARMA KRAFT, ESQ BENJAMIN I, WILLIAMS CAROLE L, ANDREWS ROBIN BARTLEMAN DARLA L. CARTER MAURIEN S. DIDNNEN BEVERLY A. GALLAGHER ROBERT D. PARKS. ED.D MARTY RUBINSTEIN

DR. FRANK TILL Superintendent of Schools

INVOICE NUMBER: 2005-003

November 18, 2004

BILL TO:

Mr. Charles F. Dodge

City Manager

The City of Pembroke Pines 10100 Pines Boulevard Pembroke Pines, FL 33025

PROJECT: LAKESIDE ELEMENTARY (G-6)

Amount due under terms of the "INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF PEMBROKE PINES" dated JUNE 9, 1998:

TOTAL AMOUNT DUE

\$54,123.00

Please make your check payable to: The School Board of Broward County, Florida

Remit To:

The School Board of Broward County, Florida

Capital Systems Reporting and Control

Attention: Jan Palmer

7720 West Oakland Park Boulevard, Suite 304

Sunrise, Florida 33351-6704

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136399	Void after 90 days	Two original signatures required for over \$5,000.00 Two original signatures required for over \$5,000.00 Two original signatures required for over \$5,000.00 Two original signatures required for over \$5,000.00	ر، 10065 نا 2 000 ار،
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Exhibit B-4

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5 RECIPIENT		School Board o	f Broward County		
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Cash Payment Requisition

Exhibit B-5

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Approval:			7	Capital Syst	ems Reporting and an Palmer	Control
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3.0 OBLIGATIONS OF THE PARTIES.

- 3.1 <u>City's Obligations.</u> Immediately following the commencement date as hereinafter defined, the City shall:
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Payment Due Date	6/1/98	7/1/98	7/1/99 requested	٠
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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

MDC:aw [9-22-97]9-24-97]RWV:aw 10-14-97 MDC]10-30-97]aw 11-13-97[MDC 1-14-98]aw 1-19-98 up 1/22/98[MDC 5/4/98] MDC 5/8/98[MDC 5/13/98 [970088/SEPT/DEAL/MASTER.cln

OF PE STANDARD OF STANDARD OF

City of Pembroke Pines

601 City Center Way Pembroke Pines, FL 33025

INVOICE

DATE: June 03, 2019 INVOICE # 520253 CUSTOMER ID: 12637

BILL TO:

The School Board of Broward County Robert W. Runcie, Superintendent of Schools 600 SE Third Avenue Fort Lauderdale FL 33301

TERMS: DUE UPON RECEIPT

FOR		DEPT					
Interest	per Interlocal Agreeement dated 6/9/1998	F	INANCE				
QTY	DESCRIPTION	RATE	AMOUNT				
1	Interest payments made by City on Series 1997C Notes	254,088.00	254,088.00				

Comments:

For the interest payment made by the City to the School Board for the \$3,000,000 Series 1997C Revenue Anticipation Notes used to finance the construction and renovation of school facilities within the City of Pembroke Pines as per Interlocal Agreement between the School Board of Broward County, Florida and the City of Pembroke Pines dated June 9, 1998.

SUBTOTAL 254,088.00

CREDIT MEMOS 0.00

TOTAL 254,088.00

Payments will be applied first to the LATE PAYMENT CHARGES and then from the oldest charges to the most current charges.

Accounts over 30 days will be charged 1% interest per month. Please be advised that failure to make timely payments to this account may result in the matter being turned over to a debt collection Agency and/or legal counsel.

For questions concerning this invoice please contact:

Email

Lisa Chong at (954) 450-1090

Ichong@ppines.com