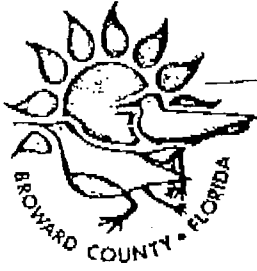


F - Fund 516
RECEIVED (new?)
PUPIL ACCOUNTING

W. V. Dorman
Impact Fee File
Mr. Larkum Mr. Pulver
Mr. Marks Dr. McFatter
Mr. Lyons Dr. McComb

1982 DEC 14 AM 8:40

Office of Budget and Management Services
236 S.E. First Avenue
Fort Lauderdale, Florida 33301
(305) 765-5338



December 8, 1982

Dr. Robert Lewis, Director
Pupil Accounting
Broward County School Board
1320 Southwest Fourth Street
Fort Lauderdale, Florida 33312

Lo A. Villares
W. Ferguson
H. Miles
Have we seen SB
the funds yet?
separate fund.

Dear Dr. Lewis:

I have enclosed a copy of the agreement between Broward County and the School Board relating to educational impact fee monies. This agreement was approved by our Commission on November 23, 1982, item 51.

If I can be of any further assistance, please do not hesitate to call.

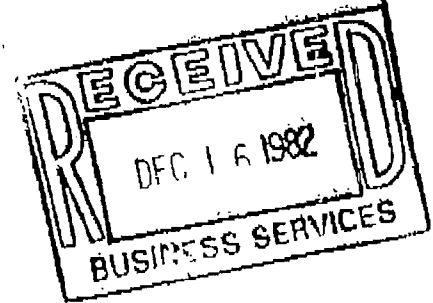
Yours truly,

John Canada

John Canada
Director

JC:DC:s

Enclosure



A G R E E M E N T

Between

BROWARD COUNTY

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

relating to

EDUCATIONAL IMPACT FEE MONIES

A G R E E M E N T

Between

BROWARD COUNTY

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

relating to

EDUCATIONAL IMPACT FEE MONIES

This is an Agreement between Broward County, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

"THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA," an agency of the State of Florida, its successors and assigns, hereinafter referred to as "BOARD."

"WHEREAS, Subsection (d) of former Section 5-192 of the Broward County Code and Subsections (k) of present Sections 5-182 and 5-198 of said Code require the developer of land suitable for residential development to provide for the educational needs of the future residents of the platted area; and

WHEREAS, said Sections further provide that a developer may deposit certain amounts of money for such educational purposes into a nonlapsing trust fund established by the COUNTY; and

WHEREAS, said Sections further provide that the COUNTY shall remit to the BOARD, from time to time, monies from the trust fund thereby created, to be spent by the Board in its sole discretion subject to such agreements between the COUNTY and BOARD as may be necessary to ensure that the requirements of said Sections and other applicable laws are met; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, and promises hereinafter set forth, COUNTY and BOARD agree as follows:

1. COUNTY agrees to remit to BOARD, at least every three (3) months, any monies collected by COUNTY pursuant to Subsection (d) of former Section 5-192, Broward County Code, and Subsections (k) of present Sections 5-182 and 5-198 of said Code (all said Sections hereinafter referred to as "said Sections").

2. BOARD agrees to expend or encumber all monies so remitted to provide for the educational needs of future residents of proposed developments:
 - a. Consistently with the provisions of said Sections;
 - b. Consistently with the terms of any agreements entered into between developers and COUNTY, pursuant to which agreements said monies were deposited into such nonlapsing trust funds;
 - c. Only for the purpose of acquisition of school sites or the construction or expansion of new facilities for new users, in a manner that meets the principles set forth in Contractors and Builders Association v. City of Dunedin, 329 So.2d 314 (Fla. 1976); and
 - d. Within a reasonable time after receipt of such monies from COUNTY.
3. BOARD agrees that COUNTY is merely BOARD'S agent for the collection of the educational impact fee monies referred to herein, and not a principal; that BOARD is and shall be the real party in interest in any lawsuit instituted by, or claim made by, a developer or developers who have deposited monies into the nonlapsing trust fund established in accordance with said Sections, and BOARD agrees to undertake, without legal objection, the active defense of any such lawsuit or claim, by third party practice, or by intervening therein, if requested, in writing, by COUNTY, to do so, and to be bound by the final order of a court of competent jurisdiction relating to said monies, and to comply fully with any such final order.
4. BOARD agrees to furnish to COUNTY, at least annually, within three (3) months from the end of BOARD'S fiscal year, a report specifying the BOARD'S receipts, and expenditures, by site, of the monies described in paragraph 1 hereof, and to permit COUNTY, at all reasonable times during the regular business hours of BOARD'S administrative offices, to inspect the financial records and account books of BOARD relating to such monies.
5. The COUNTY will remit school impact fees generated to date and interest generated thereon to date, less \$152,315 in administrative costs incurred through January 31, 1982. Thereafter, the COUNTY will remit fees and interest earned thereon on a quarterly basis. The COUNTY will bill the BOARD annually and provide supporting cost detail for administrative costs incurred, not to exceed two percent of cash fees collected, or \$15,000, whichever is greater. For the year beginning February 1, 1983 and ending January 31, 1984 and for each year thereafter, the \$15,000 referred to above shall be adjusted according to the change, for that year, of the Consumer Price Index for All Urban Consumers as published by the U.S. Department of Labor.

IN WITNESS WHEREOF, COUNTY and BOARD have made and executed this Agreement on the respective dates under each signature; BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairwoman, authorized to execute same by BOARD action on the 23 day of November, 1982, and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA signing by and through _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Chlene Bunn
County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of Broward
County, Florida

By Jack Tread

____ day of dec, 1982

Approved as to form and legality
by Office of General Counsel for
Broward County, Florida
HARRY A. STEWART, General Counsel
Room 248, Courthouse
Fort Lauderdale, Florida 33301
Telephone: (305) 765-5105

By Edwin J. Stacker
Edwin J. Stacker
Assistant General Counsel

BOARD

WITNESS:

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

Nona Campbell

By Donald J. Samuels

Ann G. Davis

7 day of October, 1982