

EXHIBIT 1

INTERLOCAL AGREEMENT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

AND

THE CITY OF WESTON, FLORIDA

INTERLOCAL AGREEMENT

TO FUND AND CONSTRUCT ADDITIONAL PARKING

ON THE COUNTRY ISLES ELEMENTARY SCHOOL SITE

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2007 by and between: THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (hereinafter referred to as "SBBC"), a body corporate existing under the laws of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and THE CITY OF WESTON, FLORIDA (hereinafter referred to as "CITY") a municipal corporation, whose principal place of business is 2500 Weston Road, Suite 101, Weston, Florida 33331.

WHEREAS, SBBC is the controlling body of the Public Schools of Broward County, Florida, and does own Country Isles Elementary School located at 2300 Country Isles Road, Weston, Florida 33331; and

WHEREAS, the CITY owns and operates the road network immediately adjacent to and contiguous to the Country Isles Elementary School site; and

WHEREAS, the CITY has commenced a project to widen and curb Country Isles and Three Village Roads in the vicinity of Country Isles Elementary School to improve parking conditions and traffic flow; and

WHEREAS, the CITY and School Board recognize the need for additional parking to accommodate faculty, staff, parents and visitors to the Country Isles Elementary School; and

WHEREAS, CITY has proposed to fund and construct additional parking on the Country Isles Elementary School site; and

WHEREAS, CITY and SBBC wish to enter into this Agreement pursuant to Section 163.01, Florida Statutes for the purpose of delineating the responsibility for the construction, funding, and maintenance of the expanded parking area, drainage improvements and relocated and new landscaping; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants contained herein it is hereby agreed by and between the Parties hereto, as follows:

1. The CITY and the SBBC agree that the above recitals are correct and are incorporated into this Agreement as if set forth verbatim.

2. DEFINITIONS

For the purpose of the Agreement, and in the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and are therefore, agreed upon by the parties.

(a) SBBC: The School Board of Broward County, Florida, a body corporate existing pursuant to the laws of the State of Florida.

(b) CITY: The City of Weston, a municipal corporation organized pursuant to the laws of the State of Florida.

(c) City Administrator: Whenever the term City Administrator is used herein, it is intended to mean the City Manager of the City of Weston or his/her designee. In the administration of this Interlocal Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the City Administrator pursuant to the City Administrator's authority to do so as set forth in the City Charter.

(d) School Board Administrator: Whenever the term School Board Administrator is used herein, it is intended to mean the Interim Superintendent of Schools of The School Board of Broward County, Florida, or his/her designee. In the administration of this Interlocal Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the School Board Administrator.

(e) Project: The planning and construction of the widening and curbing of Country Isles and Three Village Roads, the construction of an expanded parking lot and drainage improvements on the Country Isles Elementary School site, and the relocation of trees and landscaping along the right-of-way of both roads, and the relocation of existing school signage.

3. INTENT OF THE PARTIES

The CITY has prepared plans for the development and construction of the new improvements and relocated landscaping that is attached hereto, as Exhibit "1", titled "City of Weston, Florida, Three Village Road and Country Isles Road Improvements (School Zone Area), February 2007", (CGA Project No.: 04-4848.2). Parties hereto agree that such plans present the intent of the parties for the roadways, parking lot, and landscaping improvements and shall be incorporated into and made a part of this

Agreement. Any alteration, change, or amendment of the plans are contingent upon the approval of the CITY and the SBBC.

4. FUNDING

The CITY shall fund this project at its sole expense.

5. PROJECT DESIGN AND DEVELOPMENT

The CITY shall be the fiscal agent and responsible for the selection and procurement of the services of design professionals and the requisite bidding and shall be the fiscal agent and responsible for procuring the requisite general contracting services necessary to complete the project. The construction plans in Exhibit "1" have been approved by the SBBC and the CITY.

6. LANDSCAPING

The CITY shall relocate all the trees as detailed in the Landscape Preservation Plan and shall be responsible for all irrigation and tree bracing as specified in the plan.

7. PARKING LOT EXPANSION

The CITY shall construct the parking lot and drainage improvements detailed in the plan, to include all striping and relocation of traffic signage. Upon completion of the project, the CITY shall provide SBBC a copy of the "as built" final plan and a copy of the final inspection and approval relating to the Project. Thereafter, unless repairs fall under the contractors' warranties, SBBC shall be responsible for maintenance of the improvements.

8. WORK SCHEDULE

The CITY shall complete the Project during the student summer vacation period or during non-school days, if necessary.

9. INDEMNIFICATION

Each party agrees to be fully responsible for its acts of negligence, or its employees or agent's acts of negligence when acting within the scope of this Agreement and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

10. PERMITS, INSURANCE, AND BONDING

The CITY shall insure that it, or its contractor will obtain and comply with all necessary permits, insurance, and bonding requirements to insure project completion.

11. INSURANCE

The CITY agrees that the construction contract(s) for the improvements shall include the following:

- a) Indemnify and save harmless the SBBC, its agents and employees from or on account of any injuries or damages received or sustained by any person or persons during or on account of any operations connected with the construction of the Improvements; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of an act or omission of the said contractor, subcontractor, agents, servants or employees.
- b) SBBC is to be named as additional insured with respect to liability arising out of operations performed for CITY by or on behalf of contractor or negligent acts or omissions of CITY in connection with general supervision of such operation.
- c) Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on the form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - Premises and/or Operations
 - Independent Contractors
 - Products and/or completed operations for contracts.
 - Underground coverages
- d) Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include owned vehicles and hired and non-owned vehicles.
- e) Workers' Compensation Insurance. Workers' Compensation Insurance to apply for all employees in compliance with the "Worker's Compensation Law"

of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) per accident.

12. ADJUDICATION OF DISPUTES

The CITY and School Board may mutually agree to refer all claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement to mediation. However, each party reserves the right to institute suit to enforce or construe the terms of this agreement in the event of a dispute. If either party is found by a court to be in default of the terms of this Agreement, that party shall be responsible for payment of all costs associated with enforcement of the Agreement.

13. NOTICE

Any communication, notice or demand which under the terms of this Agreement or by any statute or ordinance is required to be given or made by a party hereto shall be in writing and shall be given by United States certified or registered mail, postage prepaid, return receipt requested sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

Notice to the School Board shall be addressed to:

James F. Notter, Interim Superintendent
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:

Tom Coates, Executive Director
Facility Management, Planning & Site Acquisition
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

John R. Flint, City Manager
City of Weston
2500 Weston Road, Suite 101
Weston, Florida 33331

With a Copy to:

Jamie Alan Cole, City Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

14. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement and that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. All exhibits referred to in this Agreement are incorporated herein by reference.

This Agreement shall not be binding on either party in any manner until this Agreement is fully executed by both parties.

15. COVENANT TO BIND SUCCESSORS

It is agreed that the provisions, covenants and conditions of this Agreement shall be binding upon and insure to the benefit of the parties hereto, and their successors and assigns.

16. ASSIGNMENT OR SUBLETTING

Except as provided herein, neither the SBBC nor the CITY shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

17. VALIDITY

(a) This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

(b) If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, then said provisions shall be severed from this Agreement and all remaining provisions of said Agreement shall remain in full force and effect.

18. NO THIRD PARTY BENEFICIARIES

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

19. NON-DISCRIMINATION

The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

20. AMENDMENTS

No modification, amendment, or alternation in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

21. PREPARATION OF AGREEMENT

The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

22. WAIVER

The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

23. COMPLIANCE WITH LAWS

Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

24. FORCE MAJEURE

Neither Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

25. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

26. CAPTIONS

The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, not in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

27. 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.

28. DATE OF AGREEMENT

The date of this Agreement shall be the date that this Agreement has been signed by all parties.

[SIGNATURE PAGES FOLLOW]

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CITY OF WESTON,
FLORIDA INTERLOCAL AGREEMENT TO FUND AND CONSTRUCT ADDITIONAL
PARKING ON THE COUNTRY ISLES ELEMENTARY SCHOOL SITE**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: The School Board of Broward County, Florida, through Beverly A. Gallagher, Chair, and the City of Weston, Florida signing by and through its Mayor, duly authorized to execute same.

FOR SBBC

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

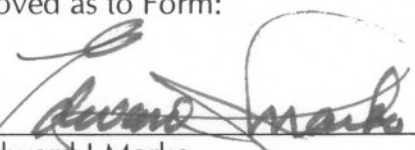
By: _____
Beverly A. Gallagher, Chair

ATTEST:

____ day of _____, 2007

James F. Notter
Interim Superintendent of Schools

Approved as to Form:

By:  _____
Edward J. Marko
School Board Attorney

11 day of June, 2007

CITY:

CITY OF WESTON, FLORIDA through its
City Commission

ATTEST:

Patricia A. Bates, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: _____
Jamie Alan Cole, City Attorney

____ day of _____, 2007

By: _____
Eric M. Hersh, Mayor

____ day of _____, 2007

By: _____
John R. Flint, City Manager

____ day of _____, 2007

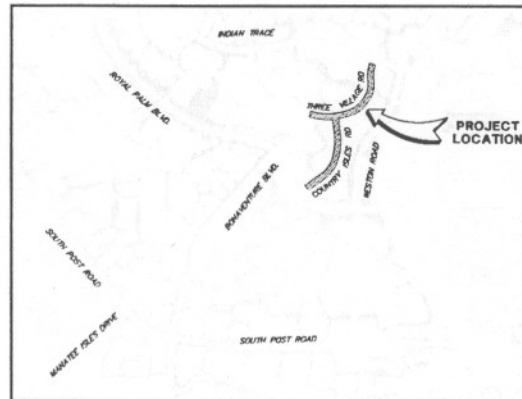
(CITY SEAL)

INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA
TO FUND AND CONSTRUCT ADDITIONAL PARKING ON THE COUNTRY ISLES ELEMENTARY SCHOOL SITE
EXHIBIT "A"

CITY OF WESTON, FLORIDA
THREE VILLAGE ROAD AND COUNTRY ISLES ROAD IMPROVEMENTS
(SCHOOL ZONE AREA)
FEBRUARY 2007

INDEX OF SHEETS

	COVER SHEET
C2	PAVING, GRADING AND DRAINAGE PLAN
C3	CROSS-SECTIONS AND MISCELLANEOUS DETAILS
C4	PAVEMENT MARKINGS AND SIGNAGE PLAN
C5	BROWARD COUNTY PMS STANDARD DETAILS
L1	LANDSCAPE PRESERVATION PLAN
L2	GENERAL PLANTING NOTES AND DETAILS



LOCATION MAP
N.T.S.



CITY OFFICIALS

MAYOR:	ERIC M. HERSH
COMMISSIONERS:	DANIEL J. STERMER MURRAY CHERMAK SHARON CHEREN MERCEDES HENRIKSSON
CITY MANAGER:	JOHN R. FLINT

PERMITTING AGENCY	DATE SUBMITTED	DATE APPROVED	PERMIT NUMBER



Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax 954.921.8807
Certificate of Authorization 514

CGA PROJECT No.: 04-4848.2
FILE No: 001-COVER.DWG

CGA PROJECT No.: 04-4848.2
FILE No: 001-COVER.DWG

INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA
TO FUND AND CONSTRUCT ADDITIONAL PARKING ON THE COUNTRY ISLES ELEMENTARY SCHOOL SITE
EXHIBIT "A"

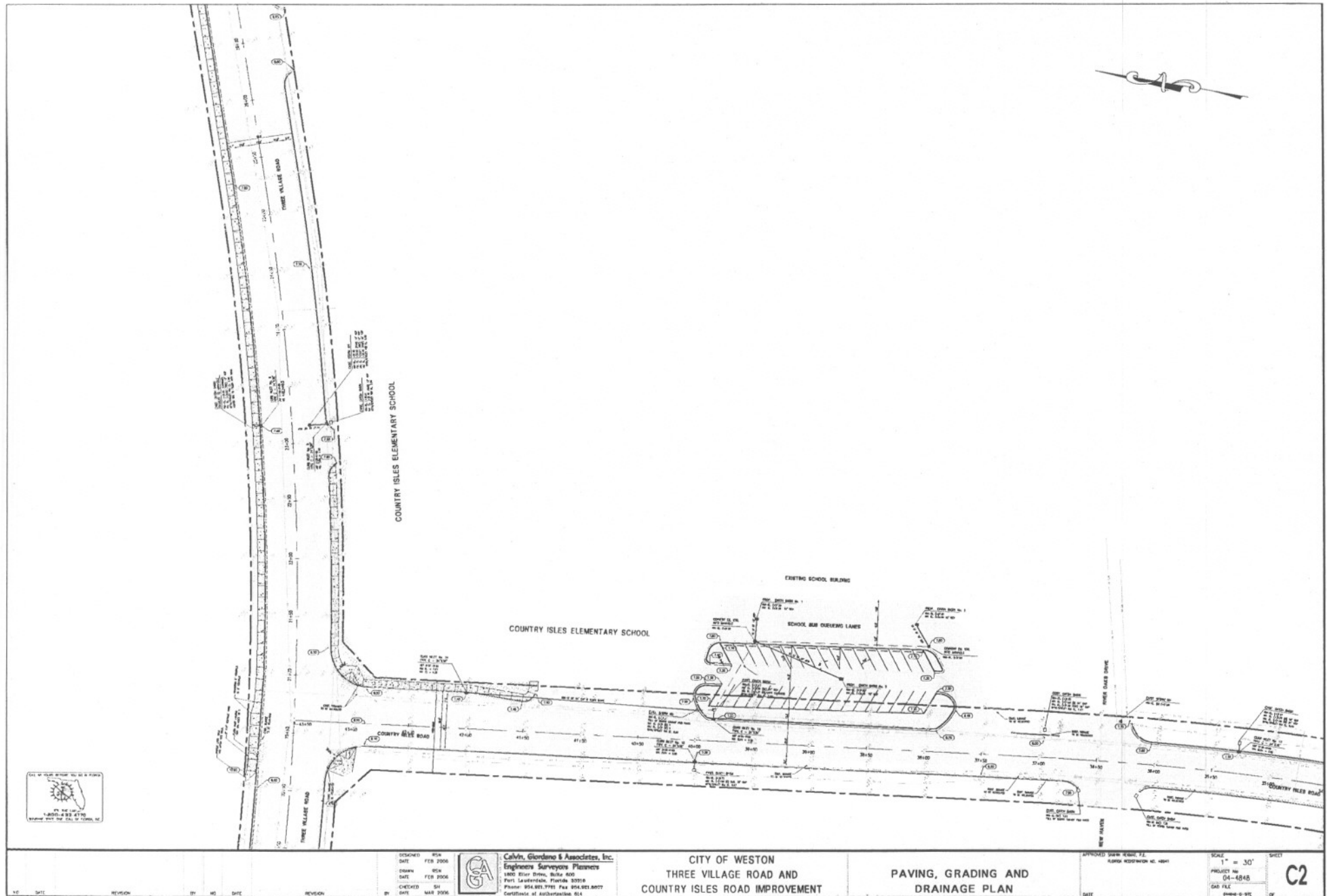
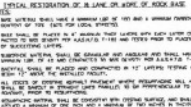
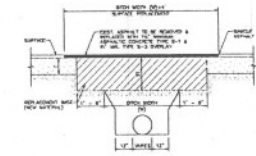
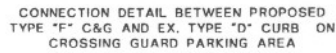
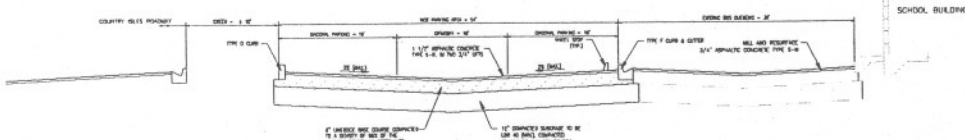
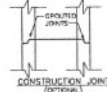
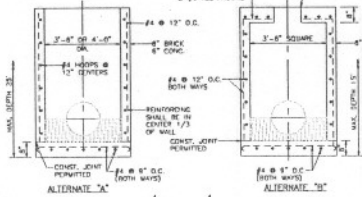
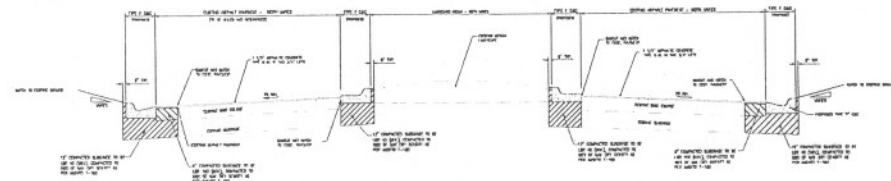
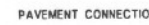
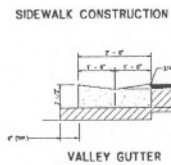
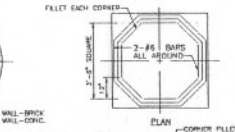
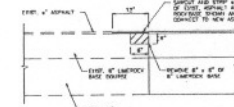
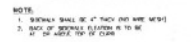


EXHIBIT "A"

STANDARD ROAD DETAIL
PAVEMENT RESTORATION
LONGITUDINAL

SCHOOL PARKING AREA

DESIGNED BY **RSN**
 DATE **FEB 2006**
 DRAWN BY **RSN**
 DATE **FEB 2006**
 CHECKED BY **SH**
 DATE **FEB 2006**

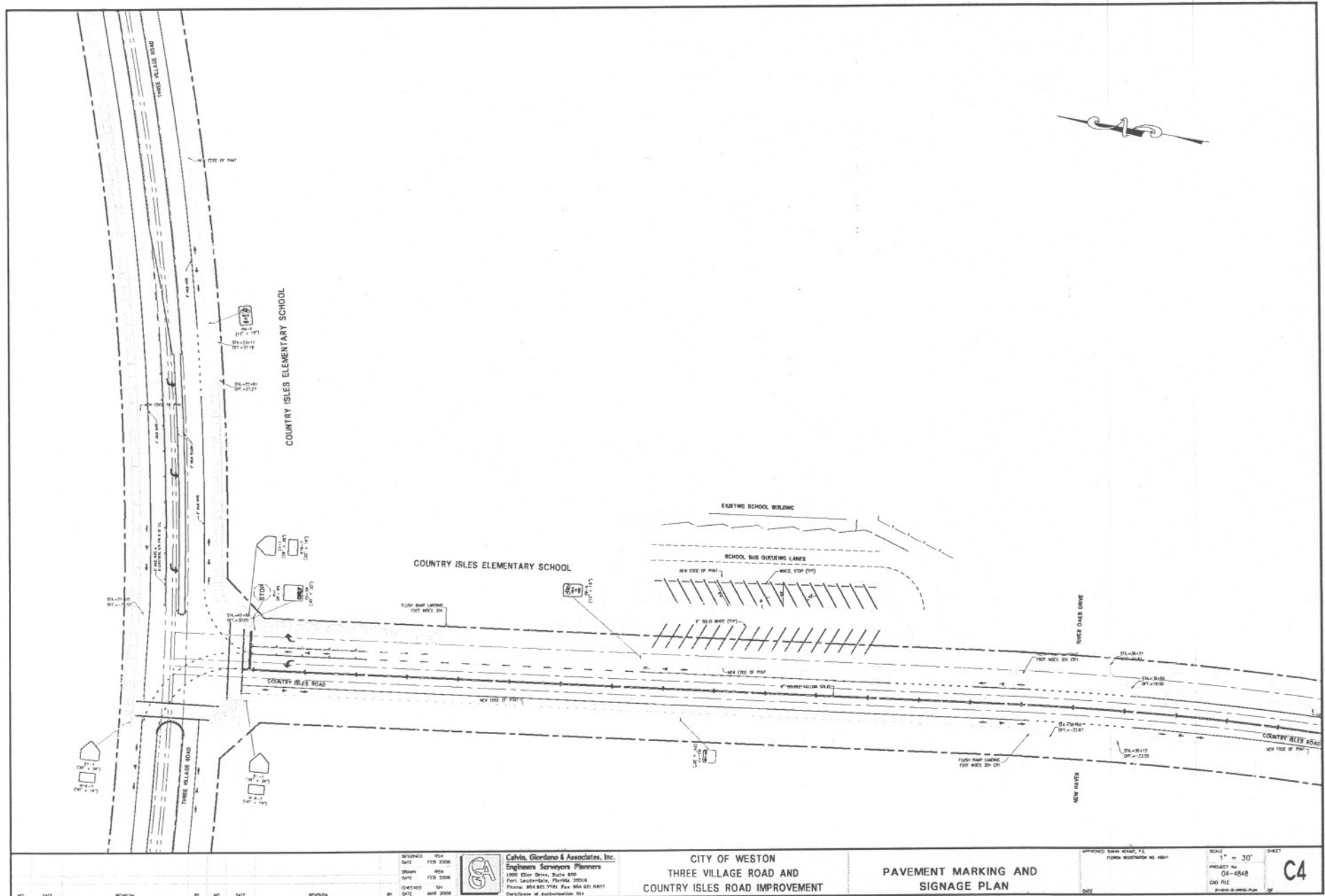
CITY OF WESTON
THREE VILLAGE ROAD AND
COUNTRY ISLES ROAD IMPROVEMENT

CROSS SECTION AND MISCELLANEOUS DETAILS

APPROVED: DWAIN HEDGECOCK, FL
FLORIDA REGISTRATION NO. 48941

SCALE NTS
PROJECT No 04-484B
C3
CADD FILE
B484B-C-01E OF

INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA
TO FUND AND CONSTRUCT ADDITIONAL PARKING ON THE COUNTRY ISLES ELEMENTARY SCHOOL SITE
EXHIBIT "A"



**INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA
TO FUND AND CONSTRUCT ADDITIONAL PARKING ON THE COUNTRY ISLES ELEMENTARY SCHOOL SITE
EXHIBIT "A"**

