

**Exhibit 1**

**Agreement between The School Board of Broward County,  
Florida  
and Walter H. Keller, Inc.**

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by  
and between

**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 33301

and

Walter H. Keller, Inc.  
(hereinafter referred to as "(the Firm)"),  
whose principal place of business is  
1890 University Drive, Suite 304  
Coral Springs, Florida 33071

**WHEREAS**, The SBBC, Broward County Planning Council and several municipalities have indicated interest in conducting a new study to update the student generation rates and school impact fees schedule; and

**WHEREAS**, The SBBC authorized SBBC staff to pursue efforts and conduct the Study; and

**WHEREAS**, SBBC staff in coordination with Broward County and municipal staff members formed a committee to guide the study, and a Phase I Study towards this goal was completed in May 2003 and findings of the Phase I Study was shared with the SBBC, Broward County Planning Council, Broward County Commission and interested parties; and

**WHEREAS**, Based on the findings of the Phase I Study, the directive to SBBC staff was to move forward and conduct a Phase II Study; and

**WHEREAS**, Request for Proposals (RFP) 25-120N was advertised for this purpose and on November 29, 2004 the RFP Evaluation Committee met to consider various submitted proposals and selected the Firm to conduct the Student Generation/School Impact Fee Study, Phase II; and

**WHEREAS**, The purpose of this Agreement is to authorize the Firm to conduct and provide the Student Generation/School Impact Fee Study, Phase II as delineated in 3.3.2 "Scope of Services Provided" documented in Attachment "A" and at the minimum to utilize methodology provided by the Firm and delineated in the Firm's submitted response to the RFP, documented in Attachment "B" and provide the Deliverables as documented in the Firm's submitted response to the RFP and documented in Attachment "C"; and

**WHEREAS**, As requested by SBBC representative, the Firm has clarified and agreed that as required in 3.3.2.5 of the "Scope of Services Provided", Table 3 will be updated and delivered as part of Task 2, and as documented in the Firm's submitted response to the RFP, Attachment "C"; and

**WHEREAS**, The Firm has agreed to abide by the timeline and submit the Deliverables regarding the Student Generation/School Impact Fee Study, Phase II, as delineated in the Project Schedule contained in the Firm's submitted response to the RFP, and as documented in Attachment "C".

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, 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 reference.

#### **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Incorporated Documents.** This Agreement incorporates by reference Request for Proposal (RFP) 25-120N and the Firm's proposal submitted in response thereto.

## ARTICLE 2 – SPECIAL CONDITIONS (Continued)

- 2.015 **Term of Agreement.** This Agreement shall commence and conclude as delineated in the Project Schedule, and as documented in Attachment "C".

### **The Firm**

- 2.02 The Firm agrees to provide services called for in 3.3.2 "Scope of Services Provided" documented in Attachment "A" and at the minimum to utilize methodology provided by the Firm and delineated in the Firm's submitted response to the RFP and documented in Attachment "B", to derive the student generation rates portion of the Study.
- 2.03 The Firm agrees to provide the Deliverables as delineated in the Project Schedule and documented in Attachment "C". The Firm also agrees to update Table 3 as required in 3.3.2.5 of the "Scope of Services Provided", and deliver the Table as part of Task 2 in the Project Schedule, and as documented in Attachment "C".
- 2.04 The Firm agrees that approval and payment regarding each applicable Deliverable will be made by SBBC's Executive Director, Facilities Management, Planning and Site Acquisition Department.
- 2.05 The Firm agrees that the receipt of a Deliverable for SBBC review does not constitute approval of the Deliverable.
- 2.06 At the minimum, the Firm agrees to provide copies of the draft and final reports regarding the Phase II Study as stated in the RFP, and create, print and distribute all hand-outs required for workshops, meetings and public hearings associated with the Study at no additional cost to the SBBC.
- 2.07 The Firm agrees that any additional unforeseen SBBC workshop(s), meeting(s) and/or public hearing(s) not delineated in the Project Schedule, and documented in Attachment "C" shall be considered included in the cost to provide the services and deliverables.
- 2.08 The Firm agrees that the all inclusive cost to provide all services and deliverables shall be \$92,000 and any expense incurred or services rendered in excess of this amount shall be borne solely by the Firm.

### **The SBBC**

- 2.09 The SBBC agrees that its Executive Director, Facilities Management, Planning and Site Acquisition Department will review all Deliverables in the timeframe delineated in the Project Schedule Attachment "C", and provide comments to the Firm.
- 2.10 The SBBC agrees to progress billings on a monthly basis. Monthly billings will include a progress report describing the work efforts performed on the project during the prior month by Task. Monthly billings submitted by the Firm shall include adequate documentation to substantiate invoice amounts to the satisfaction of the Executive Director, Facilities Management, Planning and Site Acquisition Department, who shall upon review, acceptance and approval of the task performed and documented, authorize payment. However, final progress payment for each applicable Deliverable and/or task as documented in Attachment "C", shall only be made after review, acceptance and approval of the Deliverable by the Executive Director, Facilities Management, Planning and Site Acquisition Department.

## ARTICLE 2 – SPECIAL CONDITIONS (Continued)

### 2. Indemnification.

A. By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By the Firm: The Firm agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery cost, court costs and all other sums which SBBC, its agents, servants and employees must pay or become obligated to pay on account of any, all and every claim or demand, or assertion liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Firm, its agents, servants or employees; the equipment of the Firm, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of the Firm when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the Firm, SBBC or otherwise.

## ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing contained in this Agreement, including but not limited to the Indemnification section of Article 2, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 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.

3.03 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.

3.04 Termination. This Agreement may be canceled by SBBC without cause and for convenience during the term thereof upon thirty (30) days written notice to the Firm of SBBC'S desire to terminate this Agreement.

3.05 Records. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and award of attorney's fees for non-compliance with that law.

## ARTICLE 3 – GENERAL CONDITIONS (Continued)

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and 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 that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.065 **Priority of Documents.** In the event of a conflict, the following priority of documents shall govern this Agreement:

- First: This Agreement including Attachments A, B and C.
- Second: Request for Proposals (RFP) 25-120N.
- Third: The Firm's response to (RFP) 25-120N.

3.07 **Amendments.** No modification, amendment, or alteration 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.

3.08 **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.

3.09 **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 a subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **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.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of both Parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**ARTICLE 3 – GENERAL CONDITIONS (Continued)**

3.14 **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.

3.15 **Place of Performance.** All obligation of SBBC under terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **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.

3.17 **Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to:

Executive Director, Facility Management, Planning and  
Site Acquisition  
The School Board of Broward County, Florida  
600 Southeast Third Avenue, 14<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

With a Copy to:

Director, Growth Management  
Facility Management, Planning and Site Acquisition  
The School Board of Broward County, Florida  
600 Southeast Third Avenue, 14<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To

Walter H. Keller  
Walter H. Keller, Inc.  
1890 University Drive Suite 304  
Coral Springs, Florida 33071

With a Copy to:

\_\_\_\_\_  
Name to be provided by Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**ARTICLE 3 – GENERAL CONDITIONS (Continued)**

3.18 **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, no in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

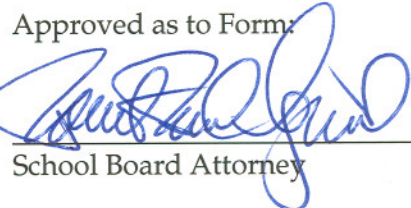
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Stephanie Arma Kraft, Esq., Chair

\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of  
Schools

Approved as to Form:  
  
\_\_\_\_\_  
School Board Attorney



FOR

(Corporate Seal)

Walter H. Keller, Inc.

ATTEST:

Mary J. Keller  
\_\_\_\_\_, Secretary  
-or-

By Walter H. Keller  
\_\_\_\_\_  
Name and Title President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Firm Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 2004 by Walter H. Keller of

WALTER H. KELLER, Inc. Name of Person  
\_\_\_\_\_, on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me or produced Florida Drivers License as  
identification and did/did not first take an oath. Type of Identification

My Commission Expires: 11/05/05

Steven W. Miller  
\_\_\_\_\_  
Signature - Notary Public

Steven W. Miller  
\_\_\_\_\_  
Printed Name of Notary

DD 041971  
\_\_\_\_\_  
Notary's Commission No.



(SEAL)

### **3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

- 3.3 Evaluation Criteria - (Proposer's Experience and Qualifications, Scope of Services Provided, Costs of Services and M/WBE Participation):** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 4.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their proposal. The maximum allowable points (See Section 4.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire proposal.
- 3.3.1 Experience and Qualifications of the Proposer (35 maximum points allowed)**
- 3.3.1.1 Proposer is to provide a list and detailed description of five completed projects similar in scope to SBBC demonstrating proposer's knowledge of Florida public school financing and knowledge and experience in developing student generation rate/impact fee studies.
- 3.3.1.2 Proposer is to provide a narrative demonstrating familiarity of the legal basis for impact fees, to include reference to county decisions, Florida State Statutes and Municipal Codes for one of the projects submitted in Section 3.3.1.1.
- 3.3.1.3 Proposer is to provide profile documentation for each project team member(s) who will be assigned to SBBC. Documentation should include resumes that verify that team member possesses the qualifications to prepare student generation rate/impact fee studies.
- 3.3.1.4 Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.
- 3.3.2 Scope of Services Provided – (Maximum 30 allowable points):** Describe, in detail, the methodology the proposer will use to accomplish each of the following Scope of Services provided below.
- 3.3.2.1 Proposer is to provide a detailed narrative on how proposer will utilize the stated methodology to create student generation rates utilizing residential development and student address data to determine public school student generation rates by number of bedrooms for the following unit types. Total rates must be disaggregated by elementary, middle and high school and unit types as follows:
- Single family
  - Townhouse/Villa/Duplex
  - Garden apartments (redefine to include information concerning number of floors)
  - Mid-Rise (redefine to include information concerning number of floors)
  - High Rise (redefine to include information concerning number of floors)
  - Mobile home

### **3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

- 3.3.2.2 Proposer is to describe the relationship between the data used to generate the study and the resulting student generation rates.
- 3.3.2.3 Proposer is to provide a detailed narrative of how definitions for each of the above unit types will be developed, for example, using an American Planning Association Publication as a source.
- 3.3.2.4 Proposer is to provide a detailed narrative of how mixed use projects within the framework of a structure that contains both residential and non-residential principal uses will be defined. Additionally, describe how mixed use projects in Broward County and similar jurisdictions within the United States with associated student generation rates will be identified.
- 3.3.2.5 Provide detailed narrative on the methodology on how proposer will revise and update the financial tables (3-5, 9-20, Appendix C) included in Attachment C, "A Study of Broward County School Impact Fees Update, April 1997 – Final" to reflect, as appropriate, 1998-2004 fiscal years.
- 3.3.2.6 Proposer is to prepare and submit a timeline that will include the schedule of delivery for each deliverable listed in Attachment B. When preparing the timeline, proposer should consider an anticipated start date for the project of approximately October 2004 or after Board approval. The timeframe for the completion of the project should not exceed one year.
- 3.3.2.7 Proposer is to provide the delivery dates for each deliverable included in Attachment B and the approximate date for the Student Generation Rate/School Impact Fee study to be adopted by the Broward County Commission.

#### **3.3.3 Cost of Services (Maximum 25 Allowable Points):**

Proposer is to delineate and state the cost to provide each deliverable listed in Attachment B and provide the all-inclusive cost to furnish the services stated within the RFP, which includes, but is not limited to, cost to prepare and present the Student Generation Rate/School Impact Fee Study, Phase II. Additionally, provide the firm fixed hourly rate by job title of staff members who will be providing services stated within the RFP or additional services not included within the RFP. SBBC will not pay any additional out-of-pocket expenses, including printing, associated with this RFP.

Distribution of points will be calculated by dividing the total all-inclusive cost proposal for the entire study by each proposer by the lowest total all-inclusive cost proposal submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest cost of \$50,000 and Proposer B submits a cost of \$100,000. Therefore, Proposer A would receive 25 points, which is the maximum number of points allotted for the criteria. Proposer B would receive 13 points based on the following  $(\$100,000/\$50,000) = 50\% \times 25$  maximum points = 12.5 points received. Fraction of points will be rounded to the nearest whole point value.

### 3.3.2 PROPOSED SCOPE OF SERVICES

This portion of the Proposal provides a proposed scope of service for establishing a current Student Generation Rate by household type and bedroom mix; refines definitions of housing units and mixed use projects; updates tables in the 1997 report to include multifamily units; provides updated financial data and tables, provides recommendations of credits; provides an updated school impact fee schedule; documents Study efforts in a written report; incorporates input from the Public and School Board; and, conducts and attend meetings with the School Board and other agencies.

The scope of work is stratified into three (3) major Tasks:

- Develop Student Generation Rate (3.3.2.1 –3.3.2.4);
- Prepare Supporting Financial Data (3.3.2.5); and,
- Meetings and Approvals.

The overall study effort will be legally defensible, provide for maximizing School Board revenue and be timely. The proposed eleven (11) month project schedule (3.3.2.6) with delivery dates (3.3.2.7) is provided on the following page. The schedule will be refined and updated during the progress of the work effort.

#### **Task 1 – Develop Student Generation Rate (3.3.2.1 – 3.3.2.4)**

The initial portion of this Task will be to refine Study methodology to ensure the process is legally defensible and consistent with the School Board's RFP desired scope and required deliverables. The anticipated approach is predicated on taking a complete (100%) sampling of new housing units completed between 1998 and 2004 utilizing CO, building permit information, property information and school enrollment data from the Broward County Department of Planning and Environmental Protection, Broward County Property Appraiser and Broward County School Board. Key project team members will present methodology and legal recommendations to the Board staff on these issues.

Definitions will be reviewed and modified, as appropriate, for housing unit categories including: single family; townhouse/villa/duplex; garden apartments (including information on number of floors); mid rise apartments (including information on number of floors); high rise apartment (including information on number of floors); and, mobile home. Mixed use projects will also be reviewed to determine a standard definition for use in this and subsequent studies. The final selected definitions will consider the suggestions of nationally recognized sources such as the Urban Land Institute, American Planners Association, the Institute of Transportation Engineers, etc.

Utilizing data files on property records, building CO's, student addresses, etc., computer matching efforts will be performed to link addresses to housing unit types, bedrooms and other variables. Quality control efforts will be employed to

verify the applicability of data and to determine when adjustments and refinements may be needed to ensure reliable data matching. Major concerns deal with multifamily units where renter addresses may not be readily available due to the Property Appraisers emphasis towards owner addresses identification. As appropriate, field checks and other sources will be employed to provide proper addresses for matching purposes.

Demographic information will also be collected to identify growth trends, population projections, etc. As appropriate, GIS will be used to review and assess major data items.

Table 1, "Growth in Public School Membership Countywide" will be updated to reflect fiscal years 1998-2004. Tables 2, 6, 7 and 8 will also be updated to reflect multifamily units and reflect fiscal years 1998-2004 associated with student generation rates. Relationships between the data used and the resulting student generation rates will be explained and described. Information on the student generation rates of mixed use projects will be collected locally and nationally.

The end report of this Task is a Student Generation Rate draft report, generally consistent with prior reports. Minor format revisions may be employed if determined to be beneficial. Twenty (20) draft copies of the report will be provided in addition to an Acrobat electronic copy.

#### **Task 2 – Update Supporting Financial Data (3.3.2.5)**

A significant portion of the Task 2 effort will be to update prior financial data presented in the 1997 report to current conditions and utilize the results from Task 1 to develop applicable School Impact Fee schedules.

Current information will be collected on millage, PECO, CO&DS, impact fees and other revenue available for school plant facilities and operations. All revenue sources will be documented. Current information will be obtained on land cost, construction costs, state and local credits. As appropriate, recommendations will be provided to revise credit calculations to maximize School Board revenue consistent with defensible legal justification.

Tables 4, 5 and 9 through 20 will be updated to reflect fiscal years 1998 – 2004 in a manner similar to the 1997 report. The end report of this Task is a Student Generation Rate/School Impact Fee Study – Phase II draft report, generally consistent with prior reports. Minor format revisions may be employed if determine to be beneficial.

#### **Task 3 – Meetings and Approvals**

This Task provides for Report revisions, on going meetings with Board staff on study progress and formal meetings with the Board and other agencies. The following meetings are proposed: formal presentation to the Board (2 workshops and 1 Board Meeting); a Public Workshop; one meeting with the Broward County

### 3.3.2 PROPOSED SCOPE OF SERVICES

This portion of the Proposal provides a proposed scope of service for establishing a current Student Generation Rate by household type and bedroom mix; refines definitions of housing units and mixed use projects; updates tables in the 1997 report to include multifamily units; provides updated financial data and tables, provides recommendations of credits; provides an updated school impact fee schedule; documents Study efforts in a written report; incorporates input from the Public and School Board; and, conducts and attend meetings with the School Board and other agencies.

The scope of work is stratified into three (3) major Tasks:

- Develop Student Generation Rate (3.3.2.1 –3.3.2.4);
- Prepare Supporting Financial Data (3.3.2.5); and,
- Meetings and Approvals.

The overall study effort will be legally defensible, provide for maximizing School Board revenue and be timely. The proposed eleven (11) month project schedule (3.3.2.6) with delivery dates (3.3.2.7) is provided on the following page. The schedule will be refined and updated during the progress of the work effort.

#### **Task 1 – Develop Student Generation Rate (3.3.2.1 – 3.3.2.4)**

The initial portion of this Task will be to refine Study methodology to ensure the process is legally defensible and consistent with the School Board's RFP desired scope and required deliverables. The anticipated approach is predicated on taking a complete (100%) sampling of new housing units completed between 1998 and 2004 utilizing CO, building permit information, property information and school enrollment data from the Broward County Department of Planning and Environmental Protection, Broward County Property Appraiser and Broward County School Board. Key project team members will present methodology and legal recommendations to the Board staff on these issues.

Definitions will be reviewed and modified, as appropriate, for housing unit categories including: single family; townhouse/villa/duplex; garden apartments (including information on number of floors); mid rise apartments (including information on number of floors); high rise apartment (including information on number of floors); and, mobile home. Mixed use projects will also be reviewed to determine a standard definition for use in this and subsequent studies. The final selected definitions will consider the suggestions of nationally recognized sources such as the Urban Land Institute, American Planners Association, the Institute of Transportation Engineers, etc.

Utilizing data files on property records, building CO's, student addresses, etc., computer matching efforts will be performed to link addresses to housing unit types, bedrooms and other variables. Quality control efforts will be employed to

# The School Board of Broward County, Florida

## Project Schedule (3.3.2.6 & 3.3.2.7)

### Task/Subtask

### MONTH

1 2 3 4 5 6 7 8 9 10 11 12

#### Task 1 - Student Generation Rate (3.3.2.1 - 3.3.2.4):

By Unit: Type and Bedroom Mix Definitions

- Single Family
- Townhouse/Villa/Duplex
- Garden Apartments (with information on numbers of floors)
- Mid Rise Apartments (with information on numbers of floors)
- High Rise Apartments (with information on numbers of floors)
- Mobile Home

- Table 1 - Growth in Public School Membership
- Table 2 - Public School Membership Growth
- Table 6 - % of New Single Family DU's by Region
- Table 7 - % of New Single Family Units by Bedroom
- Table 8 - Updated Student Generation Rates BCLDC

Definition of Mixed Use; Local & National Data  
Student Generation Rate Draft Report

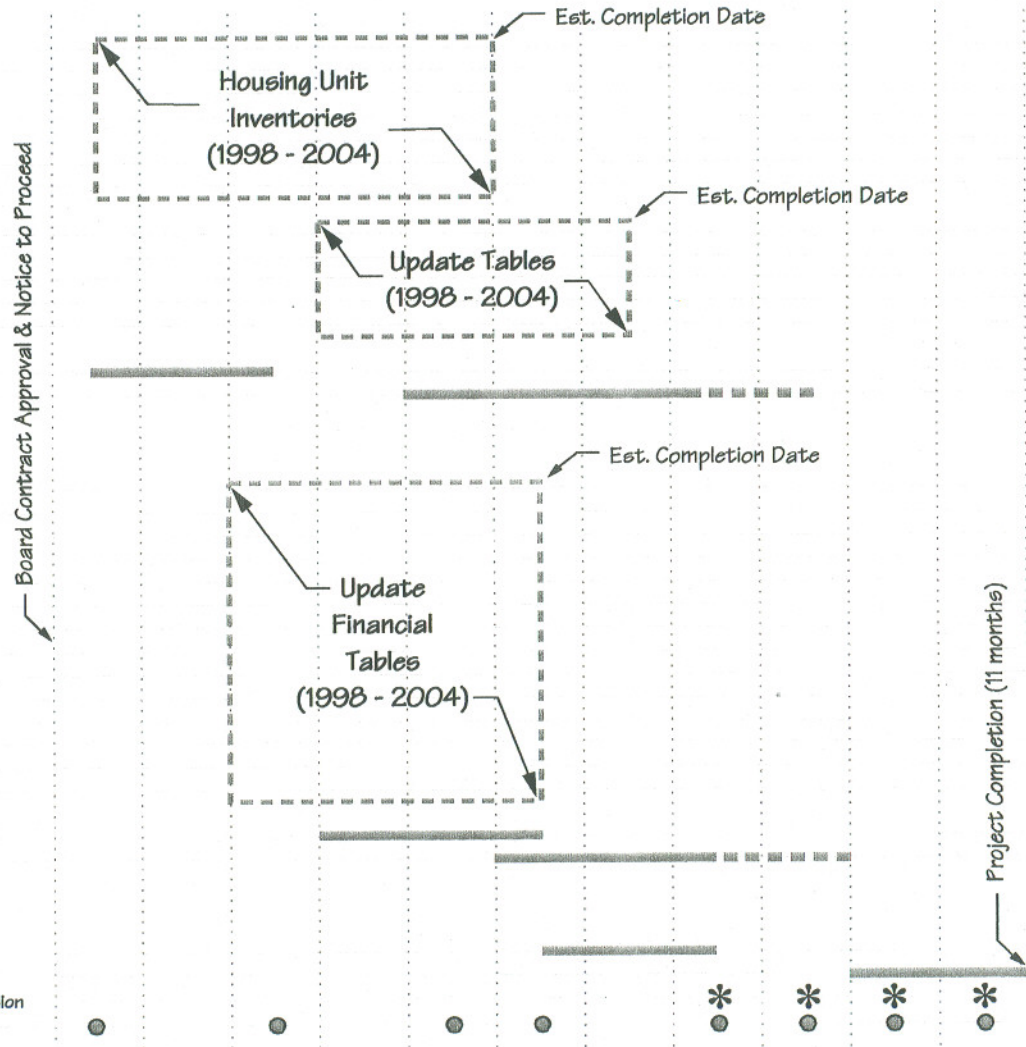
#### Task 2 - Financial Data (3.3.2.5):

- Table 4 - BC Impact Fees and Interest
- Table 5 - School Sites Dedicated in the Lieu of Impact Fees
- Table 9 - School Site/Addition Cost
- Table 10 - Projected Land Cost
- Table 11 - Projected School Plant Cost
- Table 12 - Projected Average Cost Per New Student
- Table 13 - Analysis of State Capital Outlay Allocations
- Table 14 - 5 Year Est. Construction Revenue
- Table 15 - 5 Year Est. Construction Revenue Millage Portion
- Table 16 - Property Value Calc Avg Taxable
- Table 17 - Proceeds Derived from Millage
- Table 18 - Anticipated Avg Net Funding Deficient
- Table 19 - Calculation of Past Payment Credit Vacant/Agriculture
- Table 20 - Updated School Impact Fees

Review Credits in Table 18 & Recommend Revisions if Warranted  
Student Generation Rate/School Impact Fee Study (1998 - 2004)

#### Task 3 - Meetings and Approvals:

Provide Recommendation for BCLDC  
Final Report Incorporating Public and School Board Input  
Conduct and Attend 7 Meetings w/School Board, Planning Council & County Commission  
Progress & Status Meetings with Staff



verify the applicability of data and to determine when adjustments and refinements may be needed to ensure reliable data matching. Major concerns deal with multifamily units where renter addresses may not be readily available due to the Property Appraisers emphasis towards owner addresses identification. As appropriate, field checks and other sources will be employed to provide proper addresses for matching purposes.

Demographic information will also be collected to identify growth trends, population projections, etc. As appropriate, GIS will be used to review and assess major data items.

Table 1, "Growth in Public School Membership Countywide" will be updated to reflect fiscal years 1998-2004. Tables 2, 6, 7 and 8 will also be updated to reflect multifamily units and reflect fiscal years 1998-2004 associated with student generation rates. Relationships between the data used and the resulting student generation rates will be explained and described. Information on the student generation rates of mixed use projects will be collected locally and nationally.

The end report of this Task is a Student Generation Rate draft report, generally consistent with prior reports. Minor format revisions may be employed if determined to be beneficial. Twenty (20) draft copies of the report will be provided in addition to an Acrobat electronic copy.

#### **Task 2 – Update Supporting Financial Data (3.3.2.5)**

A significant portion of the Task 2 effort will be to update prior financial data presented in the 1997 report to current conditions and utilize the results from Task 1 to develop applicable School Impact Fee schedules.

Current information will be collected on millage, PECO, CO&DS, impact fees and other revenue available for school plant facilities and operations. All revenue sources will be documented. Current information will be obtained on land cost, construction costs, state and local credits. As appropriate, recommendations will be provided to revise credit calculations to maximize School Board revenue consistent with defensible legal justification.

Tables 4, 5 and 9 through 20 will be updated to reflect fiscal years 1998 – 2004 in a manner similar to the 1997 report. The end report of this Task is a Student Generation Rate/School Impact Fee Study – Phase II draft report, generally consistent with prior reports. Minor format revisions may be employed if determine to be beneficial.

#### **Task 3 – Meetings and Approvals**

This Task provides for Report revisions, on going meetings with Board staff on study progress and formal meetings with the Board and other agencies. The following meetings are proposed: formal presentation to the Board (2 workshops and 1 Board Meeting); a Public Workshop; one meeting with the Broward County



Planning Council and development of formal recommendations on revisions to the Broward County Land Development Code incorporating the results of this important effort. It is anticipated that one workshop and one Public Hearing will be held by the Broward County Commission.

Regular and on-going meetings will be held with Board staff to report on Study findings, project status and upcoming deliveries. As appropriate, the project time line will be refined.

Staff and Board input will be incorporated into the Study and Final Report. As appropriate, public input will also be included. This Task also provides for handouts for all staff and public meetings.

Formal recommendations will be prepared for submission to Broward County for subsequent incorporation into the Broward County Land Development Code on the Student Generation Rate/School Impact Fee by housing unit type and number of bedrooms incorporating number of floors. As appropriate, mixed use projects will be included.

The project will be completed in eleven (11) months. It is anticipated that the majority of work efforts will be completed in the first eight (8) months, leaving three (3) months for approvals by the Board and other agencies. Twenty (20) copies of the Final Report will be provided. Original and electronic copies (in Microsoft Office format) will be delivered at completion.

**3.3.3 Cost of Services**  
**Student Generation Rate/School Impact Fee Study-Phase II**  
**Walter H. Keller, Inc. Project Team**

<b>Task</b>	<b>Description</b>	<b>Fee *</b>
<b>1</b>	Student Generation Rate	- \$ 49,500
<b>2</b>	Update Supporting Financial Data	- \$ 26,000
<b>3</b>	Meetings & Approvals	- \$ 16,500
	<b>Total Lump Sum Fee</b>	<b>- \$ 92,000</b>
* Includes Direct Expenses, Handouts and Reports		