



Southwest Ranches Town Council

REGULAR MEETING
Agenda of October 26, 2017

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Doug McKay	<u>Town Council</u> Freddy Fisikelli Gary Jablonski	<u>Town Administrator</u> Andrew D. Berns	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Steve Breitreuz	Denise Schroeder	<u>Town Financial Administrator</u> Martin Sherwood, CPA CGFO	<u>Assistant Town Administrator/Town Clerk</u> Russell C. Muniz, MMC

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Public Comment

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Resolutions

- 8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING, BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
- 9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2018; AND PROVIDING FOR AN EFFECTIVE DATE.**

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2018; AND PROVIDING AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA FOR THE USE OF TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

12. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Jeff Katims
DATE: 10/2/2017
SUBJECT: Resolution approving Third Amendment to Interlocal Agreement for School Planning

Recommendation

Approval.

Strategic Priorities

A. Sound Governance

Background

School concurrency is a county-wide program that is intended to ensure that adequate school facilities are available to serve new residential development. Developers may be required to fund capacity additions where adequate capacity does not otherwise exist. However, before a developer can be required to fund capacity enhancements, the school district is first required to find available capacity at neighboring schools, which results in the equivalent of boundary changes. Also, concurrency does not address the problem of schools that were overcrowded before concurrency went into effect in 2008.

School facility planning and concurrency are coordinated among the county, school board and municipalities through an interlocal agreement ("ILA"). The agreement establishes the procedures and rules for school concurrency. Developer mitigation or boundary changes are triggered when a residential development causes a school to exceed 110 percent of its total (gross) capacity, which includes portables. The ILA sunsets this "level of service standard" at

the end of this school year, reverting to the original and more stringent standard of 100 percent permanent capacity (without portables).

The purpose of the present, interim "110 percent gross" standard was to provide the school district with time to phase out many of the district's portable classrooms (noting that there are some portables built to higher standards than others). The school board stated that, due to changes in State funding formulas that have limited the district's ability to construct additional capacity, it adopted a dual level of service standard. The "either/or" standard classifies a school as within capacity if it can meet either the 100 percent permanent or 110 percent gross standard.

This change has been approved by the school board and the county commission, and now must be ratified by at least 21 of the 37 municipal signatories (75 percent of the municipalities that include at least 50 percent of the county's population).

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, AICP

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	10/23/2017	Resolution
Resolution Exhibit	10/2/2017	Exhibit
Summary of changes to ILA	10/2/2017	Backup Material
Oversight Committee Letter	10/2/2017	Backup Material

RESOLUTION NO. 2018-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING, BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Second Amended Interlocal Agreement For Public School Facility Planning, Broward County, Florida ("ILA") is a cooperative agreement between the Broward County School Board, Broward County Board of County Commissioners, and a large majority of Broward County municipalities for the sharing of development and facility planning information, and enactment of school concurrency; and

WHEREAS, the ILA establishes a countywide standard for determining whether schools have sufficient capacity to accommodate the students that will be generated from new residential developments, and whether a developer must mitigate its student impact under the school concurrency program; and

WHEREAS, the ILA defines the capacity of each school as 100 percent of the gross capacity of the school, which includes the capacity supplied by portable classrooms; and

WHEREAS, the ILA sunsets the use of portable classrooms for determining school capacity at the end of the 2018/2019 school year; thereafter instituting a new capacity limit equal to 110 percent of permanent capacity as defined in the Florida Inventory of School Houses, which excludes the use of portable classrooms; and

WHEREAS, the School Board determined that the 100 percent gross capacity standard is no longer desirable, because the District is not permitted to construct additional capacity using State funds, due to excess capacity District-wide, thereby leaving school boundary changes as the only remaining mechanism to bring schools into compliance; and

WHEREAS, the ILA Oversight Committee, the School Board, and the County Commission each approved a third amendment to the ILA that would institute an alternative school capacity measurement; and

WHEREAS, the alternative measurement ("level of service standard") would define school capacity as either 110 percent of permanent capacity or 100 percent of gross capacity—whichever results in a greater capacity for a given school - for the purpose of administering school concurrency; and

WHEREAS, in order for the proposed amendment to become effective, at least 21 of the 37 municipal signatories (75 percent of the municipalities that include at least 50 percent of the county’s population) must approve the amendment.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. Recitals. That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. Approval. That the Town Council of the Town of Southwest Ranches hereby approves the proposed amendments to the ILA, attached as Exhibit “A” hereto.

Section 3. Effectuation. The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches,

Florida, this 26th day of October, 2017 on a motion by _____ and seconded by

_____.

McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

Exhibit "A"



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Jun 13 2017 10:05AM - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	L. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Facility Planning and Real Estate

Special Order Request	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
Open Agenda	
<input type="radio"/> Yes	<input checked="" type="radio"/> No

ITEM No.:
L-17.

TITLE:
Proposed Third Amended and Restated Interlocal Agreement for Public School Facility Planning

REQUESTED ACTION:
Approve the Proposed Third Amended and Restated Interlocal Agreement for Public School Facility Planning, Broward County, Florida (ILA) as recommended by the Oversight Committee for Implementation of the Second Amended ILA (Oversight Committee).

SUMMARY EXPLANATION AND BACKGROUND:
The proposed amendment to the Second Amended ILA modifies the adopted Level of Service Standard (LOS), which is currently 100% gross Florida Inventory of School Houses (FISH) capacity until the end of the 2018/19 school year and commencing the 2019/20 school year will revert to 110% permanent FISH capacity.

See Supporting Docs for continuation of Summary Explanation and Background.
This Agreement will be executed by the parties after School Board approval. The revisions were generated by staff in coordination with School Board Cadre Attorney Alan Gabriel, and have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction
 Goal 2: Continuous Improvement
 Goal 3: Effective Communication

FINANCIAL IMPACT:
There is no financial impact to the School District. Therefore, this item does not require a Collaboration Form from the Capital Budget Department.

EXHIBITS: (List)
(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) Proposed Third Amended and Restated ILA (4) Oversight Committee Recommended Amendment (5) Working Draft Third Amended and Restated ILA Proposed 12-6-2016 (6) Approximate Timeline for Seeking Approval of Amendment to the ILA

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Chris O. Akagbosu	Phone: 754-321-2162
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Signature
Leslie M. Brown
5/11/2017, 2:07:52 PM

Approved In Open Board Meeting On:

JUN 13 2017

By: *Abby M. Freedman*
School Board Chair

Continuation of Summary Explanation and Background

The proposed amendment changes the LOS to the higher of: 100% gross capacity or 110% permanent capacity at each of the District's bounded public schools. This proposal provides the District with relief in meeting LOS requirements while maintaining public school concurrency in Broward County. Other minor changes to names and processes are also incorporated into the document to ensure consistency with Florida Statutes and administrative protocols that have changed since the Agreement was last amended.

The Working Draft Third Amended and Restated ILA (Proposed 12/6/2016) was approved for transmittal to the Staff Working Group (SWG) by the School Board on January 18, 2017. The working draft received the unanimous support of the SWG and subsequently the Oversight Committee. However, the Oversight Committee recommended one change to the fourth "Whereas Clause" (as depicted in Exhibit 4) in the working draft of the Proposed Third Amended and Restated ILA (Proposed 12/6/2016) to simplify the explanation of the amendment regarding the LOS. It should be noted that this change does not substantively modify the document as was originally proposed by the School Board.

EXECUTIVE SUMMARY

Proposed Third Amended and Restated Interlocal Agreement for Public School Facility Planning

The Second Amended Interlocal Agreement for Public School Facility Planning (ILA) between The School Board of Broward County, Florida, Broward County, and 27 Broward County Municipalities addresses the coordination of growth management issues and the provision and availability of public school facilities in Broward County. In 2010, the ILA was amended to modify the Level of Service Standard (LOS) from 110% permanent Florida Inventory of School Houses (FISH) capacity to 100% gross FISH capacity (including relocatables) until the end of the 2018/19 school year. Commencing in the 2019/20 school year, the LOS reverts back to 110% permanent FISH capacity.

Growth management law requires that the LOS must be achieved and maintained within the period covered by the five-year schedule of capital improvements. For the purposes of public school concurrency (PSC), the adopted Five-Year District Educational Facilities Plan (DEFP) is considered the financially feasible plan which must demonstrate that the District's bounded public schools meet the LOS by the fifth year of the DEFP. Therefore, the District is faced with the challenge of ensuring that each bounded public school operates within the LOS by the due date. Unlike when PSC was first implemented in 2008, the District is no longer permitted to construct additional capacity utilizing State funds due to its excess capacity Districtwide and is left only with the mechanism of school boundary changes to bring schools into LOS compliance. The proliferation of parent choice and charter schools since adoption of the Second Amended ILA have made it such that school boundary changes do not work effectively to shift student enrollment to meet LOS obligations.

In compliance with the directive contained in the current Second Amended ILA to assess the viability of reverting the LOS back to 110% permanent capacity, District staff have worked collaboratively since 2014 with the Oversight Committee and the Staff Working Group (SWG) to consider various options available to address the challenges of meeting LOS obligations. Both entities unanimously support amending the LOS to the higher of: 100% gross capacity or 110% permanent capacity, depending on school type (Alternate LOS) at each of the District's bounded public schools.

The Florida Department of Education and Department of Economic Opportunity concur that Section 163.3180(6), Florida Statutes (F.S.), provides for a school district and its partner local governments **to define school types in the manner that reflects local conditions for the purpose of establishing a uniform, districtwide level-of-service standard for public schools of the same type**. Therefore, to enable implementation of this alternate LOS concept, the amendment defines the school type by the kind of capacity (relocatable or permanent) available on a school's campus, which also determines the school's functional LOS.

The Alternate LOS contained in the Working Draft Third Amended and Restated ILA (Proposed 12/6/2016) was approved by the School Board for transmittal to the SWG and Oversight Committee and as previously stated, received their unanimous support, with only one minor change to better clarify information in a Whereas Clause regarding the LOS. It should be noted that this amendment would reduce but would not eliminate all LOS deficiencies in the District. Additionally, the amendment would only become effective if approval is obtained from the School Board, Broward County and at least seventy-five percent (75%) of the Municipalities which include at least fifty percent (50%) of the population within Broward County (basically at least 21 of the 37 Municipal Signatories).

**THIRD AMENDED
AND
RESTATED
INTERLOCAL AGREEMENT
FOR
PUBLIC SCHOOL FACILITY PLANNING
BROWARD COUNTY, FLORIDA**

2017

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for the
Third Amended and Restated Interlocal Agreement**

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**THIRD AMENDED
AND
RESTATED
INTERLOCAL AGREEMENT
FOR
PUBLIC SCHOOL FACILITY PLANNING
BROWARD COUNTY, FLORIDA**

This Third Amended and Restated Interlocal Agreement (hereinafter referred to as "Third Amended And Restated Agreement") is entered into between The School Board of Broward County, Florida (hereinafter referred to as "School Board"), Broward County, a political subdivision of the State of Florida (hereinafter referred to as "County"); the City Commission or Town Council of the Cities or Towns of Coconut Creek, Cooper City, Coral Springs, Dania Beach, Davie, Deerfield Beach, Fort Lauderdale, Hallandale Beach, Hollywood, Lauderdale-By-The-Sea, Lauderdale Lakes, Lauderhill, Lazy Lake, Margate, Miramar, North Lauderdale, Oakland Park, Parkland, Pembroke Park, Pembroke Pines, Plantation, Pompano Beach, Southwest Ranches, Sunrise, Tamarac, Weston, West Park and Wilton Manors (hereinafter referred to collectively as "Municipalities").

RECITALS

WHEREAS, the Interlocal Agreement for Public School Facility Planning, dated April 8, 2003, (the "Original Agreement") established among other things cooperative planning between the School Board, County and the Municipalities and a voluntary school mitigation program to alleviate overcrowded public schools and create necessary classroom capacity; and

WHEREAS, pursuant to the Amended Interlocal Agreement, dated December 7, 2007, the School Board, County and the Municipalities adopted a public school concurrency program which required all new residential development to comply with development review criteria for public school concurrency and among other things, established a countywide level of service standard for each bounded public elementary, middle and high school at 110% permanent Florida Inventory of School Houses ("FISH"); and

WHEREAS, pursuant to the Second Amended Interlocal Agreement, dated February 2, 2010, the countywide level of service standard was temporarily modified and established at 100% gross FISH capacity for each bounded public school until the end of the 2018/2019 school year; and

WHEREAS, the School Board, County and the Municipalities now wish to amend certain provisions in the Original Agreement, as amended, and to restate the Original Agreement, as

amended, and to define the level of service standard to the higher of: 100% gross capacity (including relocatables) or 110% permanent FISH capacity for the purpose of establishing uniform, districtwide level-of-service standards for public schools of the same type and to delete repealed statutory references and certain other clarifications as hereinafter provided; and

WHEREAS, the School Board, the County and Municipalities recognize their mutual interest for the education, nurture and general well-being of the children within their community; and

WHEREAS, the School Board, the County and the Municipalities recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with the approval of residential units in land development, (2) greater efficiency for the School Board and local governments by siting schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating as feasible the construction of new and expanded schools with the road and sidewalk construction programs of the local governments and requiring new or redevelopment projects containing residential developments to construct sidewalks linking the development to school(s) located within a reasonable distance from the development, (4) as feasible, locating and designing schools to serve as community focal points, (5) encouraging developers of new or redevelopment projects containing residential units to build pedestrian friendly developments that will link their projects to schools located within a reasonable distance from the development, and (6) to enable greater efficiency and convenience by collocating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities; and

WHEREAS, the County and Municipalities have jurisdiction for land use and growth management decisions, including the authority to approve or deny comprehensive plan amendments, rezonings, or other development orders that generate students and impact the public school system; and

WHEREAS, the School Board has the constitutional and statutory responsibility to provide a uniform system of free public schools on a countywide basis; and

WHEREAS, Section 1013.33 Florida Statutes, requires that the location of public educational facilities be reviewed for consistency with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and

WHEREAS, Sections 163.3177(6)(h) 1 and 2, Florida Statutes, require each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Sections 163.31777 and 1013.33 Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the

district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, pursuant to Sections 163.31777 and 1013.33 Florida Statutes, the School Board, County and Municipalities are required to update their current Public School Interlocal Agreement; and

WHEREAS, pursuant to Florida Statutes, the School Board, County and Municipalities adopted a public school concurrency program; and

WHEREAS, the School Board, County, and Municipalities have further determined that it is necessary and appropriate for the entities to cooperate with each other to coordinate the approval of residential development with the provision of adequate public school facilities in a timely manner and at appropriate locations, to eliminate any identified deficit of permanent student stations, and to provide capacity for projected new growth; and

WHEREAS, Section 1013.33, Florida Statutes, requires that the location of public educational facilities must be consistent with the comprehensive plan and land development regulations of the appropriate local governing body; and

WHEREAS, Florida Statutes requires that prior to establishing a Public School Concurrency program, the School Board, County, and Municipalities adopt an Interlocal Agreement for public school concurrency to satisfy Section 163.31777, Florida Statutes; and

WHEREAS, the County and Municipalities, also referred to collectively as the "Local Governments," are entering into this Third Amended and Restated Agreement in reliance on the School Board's obligation to prepare, adopt and implement a financially feasible capital facilities program that will result in public schools operating at the adopted level of service standard consistent with the timing specified in the School Board's Adopted Five-Year District Educational Facilities Plan (hereinafter referred to as the "District's Five Year Plan"); and

WHEREAS, the School Board has further committed to update and adopt the District's Five Year Plan yearly to add enough capacity in the new fifth year to address projected growth and to adjust the District's Five Year Plan in order to maintain the adopted level of service standard and to demonstrate that the utilization of school capacity is maximized to the greatest extent possible pursuant to Section 1013.35, Florida Statutes; and

WHEREAS, the School Board, County, and Municipalities have mutually agreed that coordination of school facility planning and comprehensive land use planning is in the best interests of the citizens and students of Broward County, Florida; and

WHEREAS, the Broward County Charter grants county-wide authority regarding land use plan amendments, plats and certain growth management issues to the Broward County Commission and the Commission has authority over other growth management issues in the unincorporated areas of the county; and

WHEREAS, the Municipalities have certain authority regarding local land use plan amendments, rezoning and other growth management issues within their jurisdictional boundaries; and

WHEREAS, the School Board has the responsibility to provide school facilities to insure a free and adequate public education to the residents of Broward County; and

WHEREAS, the School Board, the County, and the Municipalities enter into this Third Amended and Restated Agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to their citizens and students described above.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency is hereby acknowledged, the parties mutually agree that the following procedures will be followed in coordinating land use and public school facilities planning:

ARTICLE I RECITALS

Section 1

- 1.1 The above recitals are true and correct and are hereby incorporated as a part of this Third Amended and Restated Agreement.

ARTICLE II JOINT MEETINGS

Section 2

- 2.1 A staff working group comprised of staff representatives from the School Board, the County and the Municipalities (hereinafter referred to as "Staff Working Group") will at least annually meet to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning and to comply with public school concurrency requirements, including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, ancillary infrastructure improvements needed to support the schools and safe student access. The County and Municipalities will each appoint one representative and an alternate to the Staff Working Group. The School Board of Broward County Superintendent of Schools, or his designee (hereinafter referred to as "Superintendent") will appoint appropriate staff and an alternate to attend and participate in the Staff Working Group meetings. The School Board, County and Municipalities will each have one vote on the Staff Working Group. The School Board staff shall coordinate and be responsible for scheduling such

meeting(s), taking and maintaining the meeting minutes, and providing notification with at least 30 days advance written notice to the appropriate members. The County and Municipalities will assist the School Board as needed in addressing the needs and carrying out the functions of the Staff Working Group. Representative(s) from the Broward County Planning Council, the South Florida Regional Planning Council, and other applicable agencies will also be notified and invited to attend and participate in the Staff Working Group meetings and functions, but shall not be considered members of the Group, and as such, shall have no vote. The joint workshop sessions will also be opportunities for the County, the Municipalities and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding school facilities planning, offsite improvements and public school concurrency issues. A written report regarding implementation of the Third Amended and Restated Agreement will be prepared by the Staff Working Group and provided to the Oversight Committee referenced in Article XI of this Third Amended and Restated Agreement. Such report shall be the basis for the annual report issued by the Oversight Committee as required by Article XI of this Third Amended and Restated Agreement.

- 2.2 Monitoring and evaluation of the school concurrency process is required pursuant to Section 163.3180(6)(a), Florida Statutes. The Staff Working Group shall, by December 31st of each year, be responsible for preparing the annual assessment report on the effectiveness of School Concurrency. The report shall be a part of the report cited in Subsection 2.1 above, and will be presented to the Oversight Committee.

ARTICLE III

STUDENT ENROLLMENT AND POPULATION PROJECTIONS

- 3.1 In fulfillment of their respective planning duties, the School Board, the County and the Municipalities agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. Countywide five-year population and student enrollment projections shall be revised regularly and shared at the Staff Working Group meeting described in Subsection 2.1.
- 3.2 The Superintendent shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136 Florida Statutes, where available, as modified by the Superintendent based on development data coordinated with the local governments. The Superintendent may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request, the Superintendent will coordinate with the County and Municipalities regarding development trends and future population projections.

- 3.3 The County will continue to provide population projections that will be utilized to verify the geographic distribution of School Board student projections countywide.

ARTICLE IV

COORDINATING AND SHARING OF INFORMATION

Section 4

- 4.1 Tentative District Educational Facilities Plan: Commencing no later than July 30, 2009, and annually thereafter, the Superintendent shall submit to the County and to each Municipality the tentative District Educational Facilities Plan (hereinafter referred to as the "Tentative Plan"). Upon providing the Tentative Plan to local governments and giving proper notice to the public and opportunity for public comment, the School Board may amend the Tentative Plan to revise the priority of projects, to add, or delete projects, to reflect the impact of change orders, or to reflect the approval of new revenue sources which may become available. The Tentative Plan will be consistent with the requirements of Section 1013.35 Florida Statutes, and include, an inventory of existing school facilities, projected five-year student enrollment projections apportioned by school and geographic area, Florida Inventory of School Houses for each school as approved by the Department of Education, the number of portables in use at each school, the number of portables projected to be in use at each school, five-year capital improvements for pertinent schools, planned new schools, general locations of new schools for the five, ten, and twenty-year time periods, the School District unmet needs and options to reduce the need for additional permanent student stations. The Tentative Plan will also include a financially feasible district facilities work program for a five-year period. The County and Municipalities shall review the Tentative Plan and send written comments to the Superintendent within 30 days after receipt of the draft Tentative Plan, on the consistency of the Tentative Plan with the local comprehensive plan, and whether a comprehensive plan amendment will be necessary for any proposed educational facility for consideration prior to the final adoption hearing.
- 4.2 Information regarding schools scheduled for renovations shall be provided in the Tentative District Educational Facilities Plan.
- 4.3 Educational Plant Survey: At least one year prior to preparation of the Educational Plant Survey which is updated every five (5) years, the Staff Working Group established in Subsection 2.1 will, upon request from the School District, assist the Superintendent in preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, Florida Statutes, and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the applicable land use plan.

- 4.4 Growth and Development Trends: Commencing August 31, 2007 and annually thereafter, the County in conjunction with the Municipalities shall provide the Superintendent with a report on growth and development trends within their jurisdiction. This report may be in tabular and/or graphic, and textual formats and include, but not be limited to the following information, if available:
- (a) The total number of ongoing and remaining residential development units, plat name and number, subdivision name, type, number and mix of bedrooms, expiration date of the development order, section, township and range, and survey or location map;
 - (b) The total number of certificate of occupancy (CO's) issued to date for each ongoing or remaining residential development units by plat name and number, subdivision name, type, number and mix of bedrooms, section, township and range, and survey or location map;
 - (c) The projected phasing of the CO's issued for each ongoing or remaining residential development units for the remaining portion of the year, and by year for the next five years by plat name and number, subdivision name, type, number and mix of bedrooms, section, township and range, and survey or location map;
 - (d) The projected development or potential redevelopment of vacant or other developed land;
 - (e) Residential properties undergoing plat review by plat name and number;
 - (f) Information regarding the conversion or redevelopment of housing or other structures into residential units likely to generate new students; and
 - (g) The identification of any development order(s) issued which contain a requirement for the provision of a school site as a condition of development approval.
- 4.5 Quarterly, the County will provide by correspondence to the Superintendent, the list of all residential plat(s) granted approval by the Broward County Commission during that preceding quarter. At a minimum, the information shall contain the plat name, plat number, residential type, number of units and date of approval. If no plat was approved during the quarter, the County will send correspondence indicating so.
- 4.6 No later than the 15th of each month, after the approval of any land use plan amendment(s), the County will provide by correspondence to the Superintendent, the list of land use plan amendment(s) adopted or denied by the Broward County Commission. At a minimum, the information shall contain the amendment number, residential type, number of residential units if applicable, date adopted, and the effective date of the new land use designation.

ARTICLE V

SCHOOL SITE SELECTION, SIGNIFICANT RENOVATIONS, AND POTENTIAL SCHOOL CLOSURES

Section 5

- 5.1 School Board staff will review potential sites for new schools and proposals for potential closure of existing schools and significant renovations consistent with School Board Policy 5000, to be amended consistent with this Third Amended and Restated Agreement and as may be amended from time to time. The recommendations will be included in the District Educational Facilities Plan.
- 5.2 When the need for a new school is identified in the District Educational Facilities Plan, the Superintendent's Site Review Committee (hereinafter referred to as the "Site Review Committee") will consider a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the District Educational Facilities Plan for significant renovation and potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility and other relevant issues. Based on the information gathered during this review for new schools the Site Review Committee will make a recommendation to the Superintendent of one or more sites in order of preference. For those purposes specified in this Article V, the School Board amended School Board Policy 7000 entitled New School Site Selection, to provide for the membership of the Site Review Committee referenced therein, as may be amended from time to time. It shall identify the members and how they shall be appointed. In addition to the current representatives from the South Florida Regional Planning Council and Broward County, the Site Review Committee shall include at least one (1) member who shall be appointed by the Municipalities (additional members may be appointed at the Superintendent's discretion) and at least one (1) "floating member" designated by the city manager or administrator of the affected local governments in which the new school facility may be located. For the purposes of this subsection, a floating member from the affected local governments shall be defined as the local government jurisdiction in which the proposed school facility will be located, or significant renovations or school closures may occur.
- 5.3 In addition to existing criteria utilized by the Site Review Committee and in conformance to pertinent School Board Policy (as may be amended from time to time) regarding the selection of new school sites and school closures, the Superintendent will coordinate information regarding site plans for proposed new schools with the affected local governments in accordance with Sections 1013.33, 1013.36 and other applicable portions of Chapter 1013, Florida Statutes.

- 5.4 Pursuant to Section 1013.33(5), Florida Statutes, at least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the Superintendent shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the Superintendent within 45 days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to Section 1013.33(6), Florida Statutes.
- 5.5 If a local government determines that a proposed school site is consistent with the comprehensive plan pursuant to this Agreement, or at any other time when such a determination is made, the School Board shall follow the procedures contained in Section 1013.33(6), Florida Statutes, as may be amended. If a local government's determination that the proposed school site is inconsistent with the comprehensive plan, the School Board may request a plan amendment consistent with the local government's plan amendment procedures and requirements.

ARTICLE VI

SUPPORTING INFRASTRUCTURE

Section 6

- 6.1 In conjunction with the preliminary consistency determination described in Subsection 5.4 of this Third Amended and Restated Agreement, the School Board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements to public facilities necessary to support each new school or the proposed significant renovation of an existing school, and will enter into a written agreement, or amend a current agreement, if applicable, to be consistent with this Third Amended and Restated Agreement as to the timing, location, and the party or parties responsible for funding, constructing, operating and maintaining the required improvements.

ARTICLE VII

PLAN REVIEW; CONSISTENCY DETERMINATION

Section 7

- 7.1 To the extent required by Section 163.3174, Florida Statutes, as may be amended from time to time, the School Board shall appoint a School District staff member(s) to be its representative on the County and each respective Municipality's local planning agency. Notification of the staff member's name, title and address shall be submitted in a timely manner to the applicable local planning agency.

- 7.2 To the extent required by Section 163.3174, Florida Statutes, as may be amended from time to time, the County, or Municipalities will include the representative appointed by the School Board to serve on its local planning agency, or equivalent agency and the representative will have the opportunity to attend those meetings at which the agency considers comprehensive plan amendments and rezonings (including the allocation of flexibility/reserve units) that would, if approved, increase residential density for the property that is the subject of the application. When available, the School Board representative shall attend and participate in local planning agency meetings at which residential density could increase. The County or Municipality may at its discretion grant voting status to the School Board representative.
- 7.3 As a part of its development review process, the County and Municipalities agree to provide a copy of comprehensive plan amendment and rezoning applications (including the allocation of flexibility/reserve units) that could increase residential density to the Superintendent. At a minimum, the information provided shall include the name of the applicant, application/project number, project name, current and proposed use, existing and proposed land use or zoning designation, existing permitted and proposed and type of units, acreage, survey or location map and section, township and range and the anticipated date the local planning agency may consider this item if such date is determined at the time the information is provided. The County or Municipalities shall provide the deadline for receiving comments from the Superintendent; however, the time provided to the Superintendent for submitting such comments shall be no less than forty-five (45) days from the date the information is provided to the Superintendent. If no deadline is provided together with the information, then the Superintendent shall provide comments no later than thirty (30) days after receipt of the information. Further, the County or Municipalities will provide written quarterly reports to the Superintendent when the application receives final approval from the governing body.
- 7.4 The School Board shall continue to participate in the Broward County land use plan amendment review process through its Broward County Planning Council appointed member.
- 7.5 The School Board shall continue to review non-residential development applications and other pertinent development applications that may affect school properties and participate as necessary on other growth management issues.
- 7.6 The County and the Municipalities agree to notify the Superintendent of proposed land use applications, amendments to the comprehensive plan future land use map, rezonings (including the allocation of flexibility/reserve units), developments of regional impact pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice shall be provided to the Superintendent at the same time as notice is provided to the public for the applications under the provisions of the County or City Code of Ordinances.

- 7.7 The review by the Superintendent or designee regarding land use/comprehensive plan amendments and rezoning (including the allocation of flexibility/reserve units) applications containing residential units shall be classified as "Public Schools Consistency Review (Schools Consistency Review)". The Schools Consistency Review does not constitute public school concurrency review. An applicant for land use/comprehensive plan amendment, and/or rezoning applications (including the allocation of flexibility/reserve units) may delineate the residential type, units and bedroom mix of the project, if known. If the residential type and bedroom mix is not known, the school consistency review shall be based upon the maximum student generation rates for that residential type.
- 7.8 The written comments provided by the Superintendent to the County and Municipalities regarding such will at a minimum:
- (i) Specify the student impacts anticipated to result from the development proposal;
 - (ii) Depict the capacity of the impacted school(s) using capacity formulas as defined by the Department of Education;
 - (iii) Depict ten-year student enrollment projections by planning areas;
 - (iv) Depict the planned capacity improvement(s);
 - (v) Identify alternatives available, and;
 - (vi) Contain a statement that the application will be subject to public school concurrency review at the time of plat or site plan (or functional equivalent) review. School capacity will be reported consistent with Department of Education, Florida Inventory of School Houses.
- 7.9 If the Schools Consistency Review identifies that sufficient capacity is not available at the impacted school(s) or anticipated in the District Educational Facilities Plan to serve the development, the applicant may choose to offer and the School Board may consider voluntary mitigation to address the anticipated student impact. Such voluntary mitigation shall be limited primarily to (i) the dedication of needed school site(s), (ii) the payment of monies to construct and/or the construction of the needed school(s), or (iii) other potential mitigation option(s) consistent with adopted School Board policy and if accepted by the School Board, shall be memorialized in a legally binding agreement.
- 7.10 In reviewing and approving comprehensive plan amendments and rezonings (including the allocation of flexibility/reserve units), the County and Municipalities may consider the following issues consistent with applicable governmental codes and comprehensive plans in addition to such other criteria as may be applicable or appropriate:
- (a) School Board comments provided pursuant to Chapters 163 and 1013, Florida Statutes which may include, but not be limited to:
 - 1. Available capacity consistent with the provisions provided herein or planned improvements to increase school capacity;

2. The provision of school sites and facilities within planned neighborhoods;
 3. Compatibility of land uses adjacent to existing schools and reserved school sites;
 4. The collocation of parks, recreation and neighborhood facilities with school sites;
 5. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
 6. Traffic circulation plans which serve schools and the surrounding neighborhood;
 7. The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools;
 8. The inclusion of school bus stops and turnarounds; and
 9. The installation of appropriate buffers such as, but not limited to, a solid fence or concrete wall, solid hedges or increased setbacks that will ensure compatibility with the adjacent school for any new development that will be located adjacent to an existing school or an identified future school.
- 7.11 In formulating community development plans and programs that may affect public school facilities, the County and Municipalities will provide notice to the Superintendent concerning any workshop or regular meetings which relate to such community development plans and programs and will invite the Superintendent's submission of comments and participation at such meetings.

ARTICLE VIII PUBLIC SCHOOL CONCURRENCY

Section 8

8.1 Required Amendments For Public School Concurrency

- (a) **Initial Comprehensive Plan Amendments Related to the Public School Facilities Element (PSFE) to Satisfy Sections 163.3177 and 163.3180 Florida Statute Requirements:** The amendments to the PSFE and related amendments to the Capital Improvements Element (CIE) and the Intergovernmental Coordination Element (ICE) in the County's and Municipalities comprehensive plans ("school-related element amendments" or school-related element provisions") required to satisfy Sections 163.3177 and 163.3180 Florida Statutes are being adopted into the comprehensive plans of the County and Municipalities concurrently with the execution of this Third Amended and

Restated Interlocal Agreement by the County and Municipalities. Some provisions relevant to public schools may remain in the Future Land Use Element or other elements as may be appropriate.

- (b) **Subsequent School-Related Element Amendments:** Thereafter, the experience under the revised comprehensive plans and the School Board of Broward County's adopted Five-Year "District Educational Facilities Plan" (DEFP) shall be reviewed by the County and Municipalities each year, at the Staff Working Group (SWG) meeting to be held no later than March 31, to determine whether updates to the comprehensive plans are required. At the minimum, the School Board's adopted Five-Year DEFP shall be updated annually by the addition of a new fifth year. Any other amendments to the comprehensive plans shall be transmitted in time to allow their adoption concurrently with the update to the School Board's adopted Five-Year DEFP, where feasible.
- (c) **School Board Review of School -Related Element Amendments:** Unless proposed by the School Board, all school- related element amendments shall be provided by the County to the School Board at least sixty (60) days prior to transmittal (or adoption if no transmittal is required). Municipalities that choose to propose, transmit and adopt identical school-related element amendments as the County shall notify the School Board in writing at least one (1) month prior to its local planning agency (LPA) meeting. Municipalities that choose to propose, transmit and adopt school-related element amendments that are different from the County shall provide the element amendments to the School Board at least sixty (60) days prior to transmittal (or adoption if no transmittal is required). The School Board shall review the school-related element amendments and provide comments, if any, to the relevant local government either (i) in writing at least one (1) week prior to the local planning agency (LPA) meeting on the school-related element amendment, or (ii) by attending and providing comments at the LPA meeting.
- (d) **Countywide Consistency of School-Related Element Amendments:** The County and Municipalities school-related element provisions must be consistent with each other and with the School Board's facilities plan and policies. Each Municipality may choose to adopt all or a portion of the County's school-related element provisions into its comprehensive plan by reference, or it may adopt its own school-related element provisions. If a Municipality adopts its own school-related element provisions, any goal, objective, policy or other provision relevant to the establishment and maintenance of a uniform district-wide school concurrency system shall be substantially the same as its counterpart in the County and Municipalities comprehensive plans. If any school-related element amendment is proposed

that affects the uniform district-wide school concurrency system, it shall only become effective in accordance with Section 14.1 (f) of this Third Amended and Restated Agreement. Once these amendments become effective, then the new requirement shall apply countywide. Each Municipality and the County may adopt the School Board's adopted Five-Year DEFP into its comprehensive plan either by reference or by restatement of the relevant portions of that adopted Five-Year DEFP, but in no event shall a Municipality or the County attempt to modify that adopted Five-Year DEFP. The County and Municipalities agree to coordinate the timing of approval of school-related element amendments, to the extent that it is feasible to do so.

- (e) **Evaluation and Appraisal Report:** In addition to the other coordination procedures provided for in this Third Amended and Restated Interlocal Agreement, at the time of the Evaluation and Appraisal Report (EAR), the County and Municipalities shall schedule at least one (1) SWG meeting with the School Board to address needed updates to the school-related plan provisions.

8.2 Specific Responsibilities

- (a) Broward County and the Municipalities, within 90 days of any comprehensive plan amendments in accordance with this Third Amended and Restated Agreement becoming effective shall amend their respective Land Development Codes (LDC) and adopt the required public school concurrency provisions, consistent with the requirements of this Third Amended and Restated Agreement. Such amendment shall include the public school concurrency management system outlining the development review process for proposed residential developments.
- (b) Broward County and the Municipalities, in accordance with this Third Amended and Restated Agreement shall:
 - 1. Not approve or issue any residential plat or site plan (or functional equivalent) that is not exempted or vested pursuant to Subsection 8.11 of this Third Amended and Restated Agreement until the School District has reported that the school concurrency requirement has been satisfied.
 - 2. Maintain data for approved residential development that was the subject of public school concurrency review. The data shall be provided to the School District in a quarterly report after final approval of the application by the governing body. At the minimum, the data provided shall include the following:
 - a. Development name, local government project number, and if known, School District project number;
 - b. Survey or location map;

- c. Number of dwelling units by residential type unit(s) and bedroom mix;
 - d. Section, Township and Range, and;
 - e. Final adoption and expiration date.
3. Transmit residential plats and site plans (or their functional equivalents) and proposed amendments to such plats or site plans to the School District for review and comment, consistent with Subsection 8.13 of this Third Amended and Restated Agreement.
 4. Commencing August 31, 2007, and annually thereafter as a part of the growth and development trend as required by Subsection 4.4, provide the total number of the above dwelling units issued certificates of occupancy to the School Board.
- (c) The School Board shall do the following:
1. Annually prepare and update its adopted Five-Year DEFP, which for the purposes of public school concurrency shall be considered the financially feasible Five-Year Capital Facilities Plan. The Five-Year Capital Facilities Plan shall reflect the capacity needed to meet the adopted level of service standard (LOS) for the CSAs pertaining to District elementary, middle and high schools, during the five-year period, but no later than the fifth year of the Five-Year Capital Facilities Plan. The data required to demonstrate the achievement and maintenance of the adopted LOS at the elementary, middle and high school level CSAs during the timeframe referenced herein shall be reflected in an LOS Plan contained within each subsequent adopted DEFP.
 2. Establish a process to ensure the maximum utilization of capacity at each District elementary, middle and high school and to ensure that the schools are operating at or below the adopted level of service standard (LOS).
 3. Annually, no later than October 31st, provide the County and Municipalities with the required School District data related to public school concurrency, and related analysis needed to amend or annually update their comprehensive plans.
 4. Review proposed plat and site plan (or functional equivalent) applications for compliance with public school concurrency requirements.

5. As a component of the District's public school concurrency management system, maintain data regarding available capacity at the District's elementary, middle and high school within each CSA after factoring the student impact anticipated from the proposed residential development into the database.
6. Review proposed proportionate share mitigation options for new residential development, and determine acceptability of such proportionate share mitigation options.
7. Prior to the effective date of public school concurrency, amend School Board Policy 1161, entitled Growth Management, to incorporate public school concurrency provisions and delineate the District's public school concurrency management system.
8. As necessary, amend the District Educational Facilities Plan to incorporate funds accepted as proportionate share mitigation.

8.3 Adopted School Board District Educational Facilities Plan (DEFP)

- (a) On or before September 30th of each year, the School Board shall update and adopt its Five-Year DEFP, for Broward County Public Schools. The adopted DEFP shall be considered the financially feasible plan regarding the implementation of public school concurrency.
- (b) At the minimum, the adopted Five-Year DEFP and each annual update shall specify all new construction, expansion and remodeling, which will add capacity to elementary, middle and high schools, and also include information specified in Subsection 4.1 of this Third Amended and Restated Agreement.
- (c) The adopted Five-Year DEFP and each annual update shall include a description of each school project, a listing of funds to be spent in each fiscal year for the planning, preparation, land acquisition, and the actual construction and remodeling of each pertinent school project which adds capacity or modernizes existing facilities; the amount of capacity added, if any; and a generalized location map for planned new schools. Such location maps shall be considered as data and analysis in support of the PSFE of the County's and Municipalities' Comprehensive Plans.
- (d) The adopted Five-Year DEFP and each annual update shall identify the five-year projected student enrollment, capacity and utilization percentage of all elementary, middle and high schools.

- (e) The adopted school boundaries for each elementary, middle and high school, as annually conducted by the School Board shall also become the adopted concurrency service area (as referenced in Section 8.8), and shall be consistent with capacity additions reflected in the adopted Five-Year DEFP. The school boundaries maps shall be considered as data and analysis in support of the PSFE of the County's and Municipalities' Comprehensive Plans.

8.4 Transmittal

- (a) In addition to the provisions pertaining to the Tentative District Educational Facilities Plan as delineated in Article IV of this Third Amended and Restated Agreement, the School Board, upon completion and adoption of the Five-Year DEFP, shall make the District Educational Facilities Plan available to the Local Governments no later than thirty (30) days after adoption of the District Educational Facilities Plan.

8.5 Comprehensive Plans - Development, Adoption and Amendment of the Capital Improvements Element

- (a) Upon adoption of the Five-Year DEFP and transmittal to Local Governments, the County and Municipalities shall adopt the School Board's Five-Year "Adopted District Educational Facilities Plan" or applicable sections of the Adopted DEFP as a part of the Capital Improvements Element (CIE) of their Comprehensive Plans.
- (b) Any amendment, correction or modification to the adopted Five-Year DEFP concerning costs, revenue sources, or acceptance of facilities pursuant to dedications or proportionate share mitigation, once adopted by the School Board, shall be transmitted by the School District to the County and Municipalities within forty-five (45) days after the adoption. The County and Municipalities shall amend their CIE to reflect the changes consistent with the annual update required by the State to their CIE.
- (c) By adopting the Five-Year DEFP into their CIE, the County and Municipalities, shall have neither the obligation nor the responsibility for funding the DEFP.

8.6 Public School Concurrency Standard

- (a) The public school concurrency standard requires Broward County, the Municipalities and the School Board to maintain the adopted Level of Service (LOS) for Broward County Public Schools. The public school concurrency standard requires that all proposed plat and site plan (or functional equivalent) applications containing residential units shall be reviewed to ensure that adequate

school capacity will exist prior to or concurrent with the impact of the proposed residential development, to accommodate the additional student growth at the adopted LOS.

8.7 Commencement

- (a) Public school concurrency described in this Third Amended and Restated Agreement shall commence upon the Comprehensive Plan Amendments related to the public school Facilities Element by the County and Municipalities becoming effective, and the execution of this Third Amended and Restated Agreement by the parties identified herein. However, public school concurrency shall commence no earlier than February 1, 2008.

8.8 Concurrency Service Areas (CSA)

- (a) The School Board, County and Municipalities hereby agree that the CSAs for the implementation of public school concurrency in Broward County shall be measured and applied on a less than district-wide basis.
- (b) The CSA for the implementation of public school concurrency in Broward County shall be the approved school boundaries for elementary, middle and high schools as annually adopted by the School Board. Use of this method will create a separate school concurrency service area boundary map for each elementary, middle and high school, and each such school attendance boundary will become its own CSA. For the purposes of public school concurrency, such CSA shall be effective on the first day of the school year, and end on the last day before the beginning of the next school year.

8.9 Adoption of Concurrency Service Areas

- (a) Adoption of the CSAs shall be as delineated in School Board Policy 5000, entitled Adequate Educational Facilities, Designation of Schools and Attendance Areas, Elimination and Consolidation of Schools, to be amended consistent with the Third Amended and Restated Agreement, and as may be amended from time to time.
- (b) No later than forty-five (45) days after adoption of the CSAs, the School District shall transmit the new CSAs to the County and Municipalities. The County and Municipalities shall incorporate the adopted "Annual School Attendance Areas/Boundaries and School Usage Report" and the School Board's process for modification of the CSAs contained in the "Annual School Attendance Areas/Boundaries and School Usage Report" as data and analysis in support of the PSFE of their Comprehensive Plans.

8.10 Level of Service Standard (LOS)

- (a) In order to ensure that the capacity of schools is sufficient to support student growth, the School Board, County and Municipalities hereby declare and establish the following School Types for the purpose of establishing a uniform, district wide LOS for public schools of the same type:
1. School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).
 2. School Type B is a bounded elementary, middle or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements.

- (b) The LOS shall be adopted and incorporated into the PSFE of Broward County and the Municipalities' Comprehensive Plans.
- (c) In the review of proposed development applications containing residential units, the LOS for schools containing magnet programs shall be considered the same as stated for each pertinent school level (elementary, middle and high).
- (d) Students attending or anticipated to attend designated stand-alone magnet schools are factored into the five-year student enrollment projections for District schools. Enrollment projections multiply the residing number of students within a concurrency service area by the attending student population rate within a concurrency service area. The attending rate is the number of students found to be attending their assigned school divided by the number of students residing in the area. This is calculated for every area and for all grade levels. This formula accounts for students attending other schools such as charters, magnets, and non-bounded magnet schools.
- (e) Students returning, attending or anticipated to attend charter schools are factored into the five-year student enrollment projections for District schools. Based upon where students reside and the location of each charter school, an "AREA OF INFLUENCE" is created using a geographical radius. The area of influence is comprised of circle radii measured in miles and determined by such factors as the type and size of the subject school(s). A charter school is located at the center of

the radius and captures the percentage of students attending the charter school within each radius. Enrollment projections are adjusted for all elementary, middle and high schools impacted by a charter school until the charter school reaches full enrollment status.

8.11 Exemptions and Vested Development

- (a) The following residential plats and site plans (or functional equivalent) shall be exempt from the requirements of public school concurrency:
1. All residential plats and site plans (or functional equivalent) which generates less than one student in the relevant CSA. Such development shall be subject to the payment of school impact fees.
 2. Any amendment to or replat of a residential plat or amendment to a residential site plan (or functional equivalent) which generates less than one additional student. Such development shall be subject to the payment of school impact fees.
 3. Any age restricted community with no permanent residents under the age of eighteen (18). Exemption for an aged restricted community shall only be available subject to a recorded Restrictive Covenant limiting the age of all permanent residents to eighteen (18) years and older.
 4. As may otherwise be exempted by Florida Statutes.
- (b) The following residential plats and site plans (or functional equivalent) shall be vested from the requirements of public school concurrency:
1. Any residential plat or site plan (or functional equivalent) located within a previously approved comprehensive plan amendment or rezoning which is subject to a mitigation agreement in accordance with the following:
 - (i.) The mitigation to address the impact of the new students anticipated from the development has been accepted by the School Board consistent with School Board Policy 1161, entitled Growth Management, to be amended consistent with this Third Amended and Restated Agreement and as may be amended from time to time, and;
 - (ii.) A Declaration of Restrictive Covenant has been properly executed and recorded by the Developer or the development is located within a boundary area that is subject to an executed

and recorded triparty agreement consistent with School Board Policy 1161, to be amended consistent with this Third Amended and Restated Agreement and as may be amended from time to time.

2. Any residential site plan (or functional equivalent) that has received final approval, which has not expired prior to the effective date of public school concurrency.
 3. Any residential site plan (or functional equivalent) which is included within a residential plat or development agreement for which school impacts have been satisfied for the dwelling units included in the proposed site plan (or functional equivalent). Information regarding each residential site plan (or functional equivalent) shall be transmitted to the School District in a quarterly report. In the transmittal of such residential site plan (or functional equivalent) to the School District, the County or Municipality shall provide additional written information as required in the quarterly report to verify that the units in the application are vested. The County will provide the necessary information to the School Board and Municipalities to identify the vested plats and further specifics to be contained in the adopted land development regulations. As applicable, the Municipalities shall utilize the information provided by the County regarding the vested plat to complete information as required in the quarterly report.
- (c) To be exempt or vested from the requirements of public school concurrency, an owner seeking such a determination shall be required to submit an application to the to the Local Government which shall include written evidence sufficient to verify that the subject development meets the exemptions stated herein, and as such, is exempt from the requirements of public school concurrency.

8.12 Public School Concurrency Management System

- (a) Within 90 days after the public school concurrency plan amendments become effective, Broward County and each Municipality shall adopt public school concurrency provisions into its Land Development Regulations (LDR) consistent with the requirements of this Third Amended and Restated Agreement.
- (b) The County and Municipalities shall amend their LDRs to adopt public school concurrency provisions, which provide procedures for the review of plats and site plans (or functional equivalent).
 1. Any Municipality may choose to adopt the County's public school concurrency regulations, in lieu of its own and agrees to be bound by the

terms and provisions therein until it adopts its own school concurrency ordinance.

2. At any time, a Municipality may opt out of the County's implementing ordinance through implementation of its own school concurrency ordinance.
- (c) Prior to the effective date of public school concurrency, the School Board shall amend its School Board Policies to include public school concurrency provisions consistent with the requirements of this Third Amended and Restated Agreement.

8.13 Review Process

- (a) Broward County, the Municipalities and the School Board shall ensure that the LOS established for each school type and CSA is maintained. No residential plat or site plan (or functional equivalent) application or amendments thereto shall be approved by the County or Municipalities, unless the residential development is exempt or vested from the requirements specified in Subsection 8.11 of this Third Amended and Restated Agreement or until a School Capacity Availability Determination Letter (SCAD) has been issued by the School District indicating that adequate capacity is available. This shall not limit the authority of a Local Government to deny a development permit or its functional equivalent, pursuant to its home rule or governmental regulatory powers for reasons other than school capacity.
- (b) Any applicant submitting a plat or site plan (or functional equivalent) application with a residential component that is not exempt or vested under Subsection 8.11 of this Third Amended and Restated Agreement is subject to public school concurrency and shall be required to submit a Public School Impact Application (PSIA) to the Local Government, for review by the School District including the following:
1. The name, survey or location map of the development;
 2. As applicable, the existing land use or zoning designation, including existing permitted units and type;
 3. The number and type of proposed dwelling units, and if applicable, the bedroom mix (if the type and bedroom mix is not delineated in the application, it shall be reviewed based on the maximum student generation rate for that residential type);
 4. The section, township and range;

5. Age restrictions for occupancy, if any, and;
 6. Any documentation supporting a request for exemption under Subsection 8.11 of this Third Amended and Restated Agreement.
- (c) The Local Government shall ensure the applications for residential plat or site plans (or their functional equivalent) are complete and transmit them to the School District for review. Upon determination that the application is complete, the Local Government shall transmit the PSIA to the School District for review. This process does not preclude the Local Government from requiring that the applicant submit the PSIA directly to the School District for review.
- (d) The School District will review the properly submitted and completed PSIA and verify whether or not sufficient capacity is available at the impacted CSA to accommodate students anticipated from the proposed development. The process for review of the application shall be as follows:
1. The School District shall review, on a first come, first serve basis, the completed PSIA. The SCAD Letter shall be sent to the applicant and the affected Local Government no later than forty-five (45) days after receipt of the PSIA.
 2. Notification shall be provided to the applicant and affected Local Government if the application is incomplete.
 3. As authorized by School Board Policy 1161, the School District will charge a non-refundable application fee payable to the School Board to reimburse the cost to review residential plats and site plans (or functional equivalent) and matters related to public school concurrency. Payment shall be required prior to the commencement of review.
- (e) Student Generation Rates Calculation
1. The determination of students anticipated from a proposed PSIA shall be based on the utilization of the effective, adopted and pertinent student generation rates contained within the Broward County Land Development Code (BCLDC). Update of the student generation rates shall be conducted at least once every three (3) years by the School Board in coordination with the County and Municipalities.

(f) Utilization Determination

1. It shall be the responsibility of the School District to maintain the CSA boundaries and related data.
2. The School District shall determine the impact of a proposed development to assigned school(s) by performing the following procedures:
 - (i.) Deduct the Benchmark Day Enrollment numbers (or subsequent equivalent in case of future name change) from the school's LOS capacity. The "Benchmark Day" enrollment as used herein is the official school student enrollment data to be used for statistical purposes by the District.
 - (ii.) Add or deduct capacity from capital projects over the next three years as reflected in the Adopted DEFP, which may include capacity from a new school in an approved boundary that will become effective in the next school year.
 - (iii.) Deduct the number of students from development approved per Subsections 8.11(b) and 8.13(g) of this Third Amended and Restated Agreement and anticipated to be built within the next three years.
 - (iv.) Deduct the number of students generated from the proposed project.
3. If it is determined that there is no capacity at the assigned school(s) as determined by the procedure described in Subsection 8.13(f)2 above because the projected growth from a residential development causes the adopted LOS to be exceeded in the subject CSA, the School District may, if practical, utilize pertinent options delineated in School Board Policy 5000, to be amended consistent with this Third Amended and Restated Agreement and as may be amended from time to time to ensure maximum utilization at the CSA. Otherwise, all of the CSAs immediately adjacent to the primary impacted CSA will be examined for available capacity before a determination letter is issued indicating that the development has satisfied public school concurrency.
4. If necessary, the School District will reassign previously allocated adjacent capacity to achieve maximum utilization, except where such reassignment:
 - (i.) Creates additional transportation cost impacts due to natural or physical barriers; or
 - (ii.) Results in a violation of federal, State or School Board Policy.

A flowchart providing an example of the public school concurrency process is depicted in Appendix "B", attached hereto and made a part hereof.

(g) Issuance and Term of Public School Concurrency

1. If the School District reviews a development project application and determines that sufficient capacity is available at the adopted LOS to accommodate students anticipated from the development, the School District shall issue a SCAD Letter indicating that adequate school facilities exist to accommodate the student impact.
2. After issuance of the SCAD Letter, the District shall add the reserved seats for the number of students anticipated to its database.
3. County plat approval or local government site plan approval or amendment thereto, which are subject to public school concurrency shall not be approved until the SCAD Letter has been received from the School District confirming that capacity is available in the CSA, or if capacity is not available, that proportionate share mitigation has been accepted by the School Board regarding the proposed development. If a plat and site plan (or functional equivalent) are both required for a development, school concurrency shall be applied during the earlier review.
4. Upon final action by the Local Government regarding the development, the Local Government shall provide information in the quarterly report to the School District indicating that the development was granted final approval or denied. If the plat, site plan (or functional equivalent) received final approval, the development and anticipated students shall be considered vested for up to five (5) years consistent with the period of the underlying approval beginning from the date the Developer received final approval from the Local Government. Vesting of a plat beyond the five years requires that one of the following conditions are met within the five (5) year period: 1) the issuance of a building permit for a principal building and first inspection approval or 2) substantial completion of project water lines, sewer lines and the rock base for internal roads. If the development was denied, the District shall deduct from its database, students associated with the development. Information provided shall be consistent with requirements stated in Subsection 8.2 of this Third Amended and Restated Agreement.
5. The Local Government shall verify prior to issuing a building permit for a residential development that either the requirements of public school concurrency have been satisfied or that the application is exempt or vested from public school concurrency.

6. Once an approved plat, site plan (or functional equivalent) expires, the SCAD Letter will no longer be valid. If an approval is to be extended, as may be permitted by the applicable Local Government, the applicant or the Local Government shall be required to provide written notice to the School District and provide documentation that the extension request was approved.
7. In the event that approved changes in the overall mix of residential units and/or mix of bedrooms result in a net reduction in the amount of units constructed, a refund of any portion of the proportionate share mitigation amount paid may be available only if any such amount has NOT been committed for or used by the District to defray the school impacts originally anticipated to occur as a result of the original development, and only if the applicant restricts the property to the revised mix of residential units and/or mix of bedrooms to justify the refund.
8. If the student impacts from a proposed development causes the adopted LOS in a CSA to be exceeded or increase enrollment in a CSA where there is an existing LOS deficiency, a determination letter shall state why the development is not in compliance, and the applicant shall have thirty (30) days to propose proportionate share mitigation to the School District.
9. If the applicant proposes proportionate share mitigation within the thirty (30) day deadline, upon the subsequent acceptance of the proposed mitigation by the School Board, and upon the execution of a legally binding document between the School Board, local government and applicant, a new SCAD Letter shall state that adequate capacity would be available to accommodate the student impact anticipated from the development, and subject to the mitigation measures outlined in the binding agreement. If the proportionate share mitigation is not agreed to, the SCAD Letter, shall state why the mitigation proposals were rejected and also state why the development is not in compliance with public school concurrency requirements.

8.14 Proportionate Share Mitigation

- (a) The School Board shall consider proportionate share mitigation pursuant to provisions of this Third Amended and Restated Agreement. Such consideration shall be consistent with the mitigation provisions outlined herein and delineated in School Board Policy 1161, to be amended consistent with this Third Amended and Restated Agreement and as may be amended from time to time, regarding public school concurrency. If the proposed mitigation option is accepted and deemed financially feasible by the School Board, the applicant or Local Government shall enter into an enforceable and binding agreement.

- (b) The binding agreement shall be filed against the property by the property owner, reviewed and approved by the School District, and recorded in Broward County public records by the property owner. Subsequently, the recorded agreement shall be provided to the School District, Broward County and Local Government with jurisdiction over the approval of the development order.

8.15 Proportionate Share Mitigation Options

Once it is determined consistent with Sections 8.13 (e) and (f) of this Third Amended and Restated Agreement that there is insufficient capacity at the assigned school(s) to serve the proposed development, a development's total proportionate share mitigation value shall be determined as follows:

- (i.) The number of additional (deficit) students generated by the proposed development that would impact school(s) exceeding the adopted LOS, or that would cause the assigned school(s) to exceed the adopted LOS, multiplied by the Florida Student Station Cost Factors for each school type; plus
- (ii.) That development's share of the land acquisition cost for school sites, if any, as determined and published annually in the adopted Five-Year DEFP.

No land cost shall be applied to mitigation on property that is already owned or controlled by the School District at the time the proportionate share mitigation agreement is being executed. Relocatable classrooms or facilities shall not be considered or accepted as an acceptable proportionate share mitigation option.

- (a) The proportionate share mitigation proposed to address the deficit student station(s) at the affected school(s) shall equate to at least one permanent classroom when the following occurs: (i) The development generates the need for the additional capacity and that capacity is not available; (ii) No classroom additions are available within the first three years of the adopted Five-Year DEFP to accommodate the student(s) generated; and/or (iii) No School District funds are available to provide the needed classroom(s). Mitigation to address the anticipated student impact that necessitate the need for school site(s) shall primarily be the dedication of land. The proportionate share mitigation options to satisfy public school concurrency requirements shall include the following:
 1. Provide the needed school site(s) for elementary, middle or high school. Acceptability of dedicated land shall be subject to review and determination by the Superintendent or designee that the subject real property satisfies the

educational and site requirements of the applicable School Board Policy. The timeframe for the conveyance of the dedicated land shall be as agreed to by the School Board, and specified in the binding agreement. The binding agreement shall provide a condition that no building permit(s) will be issued for residential units associated with the plat or site plan until formal conveyance of the school site(s) to the School Board has occurred. If the appraised value of the dedicated site(s) is less than the school impact fees due for the project, the provision of additional funds towards construction of the school(s) or facilities will be required.

2. Pay for the project cost for the construction of school(s) scheduled in the Adopted Five-Year DEFP to relieve the primarily impacted CSA(s) plus the cost of the land acquisition, if any, for school sites as determined and published annually in the Adopted Five-Year DEFP or pay the project cost amount deemed necessary in advance of the time set forth in the Adopted Five-Year DEFP. The costs associated with the identified mitigation shall be based on the estimated cost of the improvement on the date that the improvement is programmed for construction. Future costs will be calculated using estimated values at the time the mitigation is anticipated to commence. Unless otherwise agreed to by the School Board, payment of the total amount due shall be made no later than thirty (30) days after the first to occur, the plat, site plan (or functional equivalent) receives final approval from the local governing body. This option shall be subject to specific School Board approval.
3. Pay for the project cost regarding the construction of a public school facility utilizing urban school concept(s) adopted by the School Board plus the cost of the land acquisition, if any. Also, the construction of such facility shall meet the State of Florida and the School Districts educational facility requirements. The costs associated with the identified mitigation shall be based on the estimated cost of the improvement on the date that the improvement is programmed for construction. Future costs will be calculated using estimated values at the time the mitigation is anticipated to commence. Unless otherwise agreed to by the School Board, payment of the total amount due shall be made no later than thirty (30) days after the first to occur, the plat, site plan (or functional equivalent) receives final approval from the local governing body. This option shall be subject to specific School Board approval.
4. Pay for one of the following:
 - (i) Additions to the school(s) located within the primarily impacted CSA(s) or in CSA(s) located immediately adjacent to the primarily impacted CSA(s), as found in the current Adopted Five-Year DEFP, plus the cost of the land acquisition, if any, for

school sites as determined and published annually in the Adopted Five-Year DEFP or pay the project cost amount deemed necessary in advance of the time set forth in the Adopted Five-Year DEFP. The costs associated with the identified mitigation shall be based on the estimated cost of the improvement on the date that the improvement is programmed for construction. Future costs will be calculated using estimated values at the time the mitigation is anticipated to commence.

- (ii) Needed permanent capacity improvement(s) (e.g. classroom addition) at the primarily impacted CSA(s) or CSA(s) located immediately adjacent to the primarily impacted CSA(s) or provide the number of needed permanent classroom(s) (modular classrooms(s) or similar facility), and the cost of the land acquisition, if any, for school sites as determined and published annually in the Adopted Five Year DEFP. Modular or similar approved facilities shall meet the State of Florida and the School Districts educational facility requirements.

Unless otherwise agreed to by the School Board, payment of the total amount due for 4(i) or 4(ii) above, shall be made no later than one year after the plat, site plan (or functional equivalent) receives final approval from the local governing body. This option shall be subject to specific School Board approval.

- 5. Allow proportionate share mitigation funding to be utilized at a charter school, which at a minimum meets all of the following criteria:
 - a. The charter school or charter school system is owned by a municipal government.
 - b. The charter school or charter school system has been in operation for a minimum of five years.
 - c. The charter school or charter school system provides a complete grade configuration for at least a primary learning center, elementary, middle or high school education.
 - d. The charter school is located within two miles of the proposed development or within the CSA of the impacted public school(s).
 - e. The charter school is built consistent with the state Rules for Educational facilities (SREF) which is contained within the Florida Building Code.

- f. Adopt the same LOS contained in the Third Amended and Restated Agreement.
- g. Adopt the Florida Department of Education (DOE) design criteria formulas to calculate student capacity.
- h. Enroll student population at a 100% of the charter schools contract capacity.
- i. Funding received shall be used pursuant to Section 1013.62, Florida Statutes.

This option shall be subject to specific School Board approval. If the School Board rejects a proposed proportionate share mitigation funding offer at a charter school, the Board shall provide its reasoning for the refusal.

- 6. Other mitigation option(s) may be proposed by an applicant and shall be subject to specific School Board approval. The timeframe for payment of the total amount due or the provision of the specific proportionate share mitigation shall be as agreed to by the School Board and contained in the binding agreement.
- (b) In no circumstance shall the total amount committed to pay for permanent classroom additions or any of the listed mitigation options be less than the school impact fees due for the units as calculated based on the adopted school impact fee schedule specified in the BCLDC and due for the units at the time of payment. The school impact fee due for the project shall be considered included in the total proportionate share mitigation amount due or paid, and shall be credited toward the payment of the school impact fee. Specifics regarding the payment of the proportionate share mitigation shall be included within the binding agreement.
 - (c) In exchange for payment towards the provision of student stations to equate full classroom(s), payment for the construction of a public school facility, or dedication of school site(s), the School District will establish a mitigation bank for the Developer, which would address credits for permanent school capacity in excess of what is required to serve the proposed residential development. In such scenario, the Developer will have the right to sell credits within the affected CSA or adjacent CSA for the excess permanent capacity, upon receiving approval from the School District. Upon granting of such approval, the District shall send written notice to the Developer, with copy to Broward County and the Local Government issuing the development order or functional equivalent for the project. Details concerning excess permanent capacity derived from paid proportionate share mitigation shall

be addressed in the LDRs and in School Board Policy 1161.

- (d) An applicant may request a refund for monies paid (i) if the proposed development is not constructed in any part, or (ii) the plat or site plan (or functional equivalent) approval expires and the approval has not been extended, and (iii) the monies have not been committed or used by the District to defray the school impacts originally anticipated to occur as a result of the proposed development, and (iv) none of the proportionate share mitigation credit has been sold or transferred to subsequent Developer(s).

8.16 Formula for the Calculation of Proportionate Share Mitigation Options

- (a) The general formulas to calculate each proportionate share mitigation are as delineated below.

1. If a Developer elects the Dedication of School Sites option, the need for land shall be as delineated below:

(i.) Dedication of School Sites

Specific language regarding the thresholds that would trigger the need for school site(s) generated by a residential development shall be as stated in School Board Policy 1161.

Mitigation based on the provision of school site(s) shall be based on the appraised value of the land measured against the cost per student station value amount due for the students generated.

2. Project cost for construction of school(s) or additions to school(s) located immediately adjacent to the primarily impacted CSA(s) as found in the current adopted District Educational Facilities Plan.

The formula regarding the above option shall at the minimum be based on estimated cost of the improvement on the date that the improvement is programmed for construction as provided in Subsection 8.15(a)(2) of this Third Amended and Restated Agreement.

3. Provision of Modular Classroom

Specific language regarding the number of elementary, middle and high school students that constitute a classroom shall be as stated in School Board Policy 1161.

- (b) A Mitigation contribution provided by a Developer to offset the impact of a residential development must be directed by the School Board toward a permanent school capacity project identified in the first three years of the School District's adopted Five-Year DEFP, or as appropriate, scheduled as a new project in the first three years of the adopted Five-Year DEFP. If the School Board accepts proportionate share mitigation based on the latter, the Board shall amend the adopted Five-Year DEFP to include the proportionate share amount or value of the mitigation. Capacity projects identified within the first three (3) years of the Five-Year Capital Facility Plan shall be considered as committed in accordance with the pertinent Sections of this Third Amended and Restated Agreement.
- (c) If capacity projects are planned in years four (4) or five (5) of the School Board's adopted Five-Year DEFP within the same CSA as the proposed residential development, and if the School Board agrees, the Developer may pay his proportionate share to advance the improvement into the first three years of the adopted Five-Year DEFP to mitigate the proposed development in accordance with the formula provided herein.
- (d) Guidelines for the expenditure of proportionate share mitigation funds towards permanent capacity identified in the adopted Five-Year DEFP, shall be as follows:
 - 1. The School Board shall utilize monies paid by applicants, to provide needed permanent capacity at those schools identified in the District's development review report as being impacted by the development.
 - 2. If site constraints or other feasibility issues make it impracticable for the School Board to provide the needed permanent capacity at the affected school(s) as delineated above, as feasible, the School Board will make efforts to provide the needed capacity at school(s) located immediately adjacent to the primarily impacted CSA(s) as found in the current Adopted Five-Year DEFP (s), thus relieving overcrowding at the primary identified impacted school(s).
 - 3. If disbursement of the mitigation funds is not possible as outlined above, the funds will be spent in the applicable school impact fee service area delineated in the adopted BCLDC in a manner that ensures that the impact of the development is still addressed at the primary affected CSA or an adjacent CSA.

8.17 Appeal Process

A Developer or Local Government receiving a SCAD Letter that indicates capacity is not available may implement the applicable process outlined below.

- (a) A Developer adversely impacted by a SCAD Letter made as a part of the public school concurrency process may appeal such determination by written request to the School Board.
- (b) If the School Board rules in favor of the Developer, School District staff shall issue a subsequent SCAD Letter based on the decision of the School Board. If the School Board does not rule in favor of the Developer or upholds the decision of District staff, the Developer may elect to pursue other appropriate measures.
- (c) A Developer adversely impacted by a non-acceptance of proposed proportionate share mitigation made as a part of the public school concurrency process may elect to pursue other appropriate measures.
- (d) A Developer adversely impacted by a Local Government decision made as a part of the public school concurrency process may appeal such decision using the process identified in the Local Government's regulations for appeal of development orders.
- (e) A Local Government adversely impacted by a SCAD Letter made as a part of the public school concurrency process may initiate the process outlined in Subsection 10.1(a) of this Third Amended and Restated Agreement. If the issue cannot be resolved, the Local Government may appeal such determination to the School Board. If the Local Government is not satisfied with the decision of the School Board, the Local Government or the School Board may seek an advisory opinion from the Oversight Committee. If either the School Board or the Local Government is not satisfied with the opinion of the Oversight Committee, either party may pursue the process outlined in Subsection 10.1.(b) of this Third Amended and Restated Agreement.
- (f) If the School Board does not accept proportionate share mitigation proposed by a Local Government, and such decision results in a dispute between the entities, the Local Government or the School Board may seek an advisory opinion from the Oversight Committee. If the Local Government is not satisfied with the opinion of the Oversight Committee, either party may pursue the process outlined in Subsection 10.1.(b) of this Third Amended and Restated Agreement.

**ARTICLE IX
COLLOCATION AND SHARED USE**

Section 9

- 9.1 Collocation and shared use of facilities are important to both the School Board and local governments. In accordance with pertinent School Board growth management policy, the School Board will look for opportunities to collocate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, collocation and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for collocation and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, collocation and shared use of school and governmental facilities for health care and social services will be considered.
- 9.2 To enable the collocation/shared use of public school facilities with Local Government/civic facilities, the Local Governments shall in January of each year provide to the Staff Working Group information on Local Government public/civic facilities planned for inclusion in its five-year capital improvements plan that could potentially be collocated with public school facilities. Upon receipt of the information, the Staff Working Group shall forward the information to the School District. Also, the Local Governments shall examine the annually submitted School Board's Five-Year Tentative DEFP provided pursuant to Subsection 4.1 of this Third Amended and Restated Agreement and include in the written comments back to the School District information regarding the potential public/civic facilities that could be collocated with planned new schools delineated in the Five-Year Tentative DEFP. This requirement shall not prevent the Local Government from providing information on collocation to the Staff Working Group throughout the calendar year. Information provided to the Staff Working Group and School District shall at the minimum include the planned type of public facility, acreage and location/parcel map. Information provided shall be in hard copy and electronic copy. Upon receiving such information, the School District shall organize meetings with the subject Local Government(s) to further pursue and work towards the collocation of the facilities. The entities shall notify the Staff Working Group of their efforts towards collocation of the subject facilities. As part of efforts towards the collocation such facilities in Broward County, the Staff Working Group shall include in all of its meeting agendas, an agenda item relating to the provision information regarding collocation as stated herein. Subsequently, the Staff Working Group shall in its report to the Oversight Committee, advise the Committee of ongoing efforts towards collocation, including information on facilities that have been collocated in the calendar year.

- 9.3 A separate agreement will be developed for each instance of collocation and shared use which addresses, but is not limited to, legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from collocation and shared use once constructed.

ARTICLE X RESOLUTION OF DISPUTES

Section 10

- 10.1 If the parties to this Third Amended and Restated Agreement are unable to resolve any issue in which they may be in disagreement covered in this Third Amended and Restated Agreement, such dispute will be resolved in the following manner:
- (a) First, the disputing parties will meet together through their respective county or municipal manager or administrator and the Superintendent or their respective designee;
 - (b) If the disputing parties are still unable to resolve the dispute, the disputing parties agree to further attempt to resolve the dispute in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes or such other processes deemed mutually agreeable and appropriate by the parties involved.

ARTICLE XI OVERSIGHT PROCESS

Section 11

- 11.1 The School Board, the County and the Municipalities shall each appoint up to five members to serve on a fifteen (15) member committee to monitor the implementation of this Third Amended and Restated Agreement. Committee members shall be notified in writing and advised of the meetings referenced in Article II and shall receive copies of all pertinent reports and documents produced pursuant to this Third Amended and Restated Agreement. The Superintendent shall organize and staff the meetings of this Committee, utilizing the Staff Working Group for assistance as needed. Also, the County and Municipalities shall cooperate as needed to further the work of the Oversight Committee to the extent feasible. The Committee shall appoint a chairperson, meet at least annually to adopt and issue a report to participating local governments, the School Board, the County and the general public on the effectiveness with which this Third Amended and Restated Agreement is being implemented. The Chairperson of the Committee shall preside over the meeting and within thirty (30) days issue the report stated herein regarding successes and failures regarding implementation of the interlocal agreement during the preceding calendar year. The Committee meeting regarding review of the

interlocal agreement shall be conducted as a public meeting advertised to provide opportunity for public participation.

- 11.2 For purposes of selecting the five appointed Municipal members, the Municipalities will appoint the five representatives through a process deemed mutually agreeable and appropriate by those Municipalities who are a party to this Third Amended and Restated Agreement.
- 11.3 The Oversight Committee shall have the powers outlined in Subsections 8.17 (e) and (f) of this Third Amended and Restated Agreement, and as further specified within this Third Amended and Restated Agreement.

ARTICLE XII SPECIAL PROVISIONS

Section 12

12.1 Land Use Authority

The School Board, County and Municipalities specifically acknowledge that each Local Government is responsible for approving or denying comprehensive plan amendments and development orders within its own jurisdiction. Nothing herein represents or authorizes a transfer of this authority to any other party.

ARTICLE XIII EFFECTIVE DATE AND TERM

Section 13

- 13.1 This Third Amended and Restated Agreement shall become effective upon the signatures of the School Board, the County and at least seventy-five percent (75%) of the Municipalities which include at least fifty percent (50%) of the population within Broward County. This Third Amended and Restated Agreement may be cancelled by mutual agreement of the School Board, the County and the respective Municipalities, unless otherwise cancelled as provided or allowed by law.

**ARTICLE XIV
AMENDMENT PROCEDURES**

Section 14

14.1 Process to Amend the Interlocal Agreement

The procedures to amend this Third Amended and Restated Agreement shall be as follows:

- (a) The party wishing to amend one or more of the above-listed items shall be the "Initiating Party." The Initiating Party may be the School Board, County, or Municipality subject to the requirements of public school concurrency.
- (b) The Staff Working Group shall review the proposed amendment and supporting data and analysis.
- (c) The Initiating Party shall submit the proposed amendment to the Staff Working Group. At the minimum, information submitted shall include:
 - 1. A letter addressed to the Chair of the Oversight Committee which notifies the chair of the proposal to amend the Third Amended and Restated Agreement and outlining the proposed amendment(s);
 - 2. A narrative describing the purpose of the proposed amendment and a statement regarding the impact of the proposed amendment on the School Board's Plan and adopted Five-Year DEFP, and the Local Government's Comprehensive Plan and other elements of public school concurrency addressed by this Third Amended and Restated Agreement.
 - 3. The submitted information must also include all data and analysis supporting the proposed amendment. As necessary, the School District will assist the County and Municipalities in the provision of any school related data regarding amendment(s) proposed by them.
- (d) Within sixty (60) days of receipt of a proposed amendment from the Initiating Party, the Staff Working Group shall review the proposed amendment and supporting data and analysis, and provide written recommendation to the Oversight Committee regarding the proposed amendment. Included in the recommendation shall be whether the proposed amendment is consistent with the Comprehensive Plan as required by Sections 163.3177 and 163.3187, F.S. If the proposed amendment is not consistent with the requirements of the cited statutes, the Staff Working Group shall indicate in its recommendation reasons for the inconsistency with the cited statutes. Upon receipt of the Staff Working Group's

recommendation, the Oversight Committee shall meet and make a final recommendation to the School Board, the County and the Municipalities regarding the proposed amendment. In order to resolve any objections to the proposed amendment, designees of the Initiating Party may meet and confer with the Staff Working Group prior to the Staff Working Group's recommendation to the Oversight Committee.

- (e) If the Oversight Committee cannot reach a consensus on the proposed amendment, the matter shall be resolved pursuant to the dispute resolution process set forth in Article X of this Third Amended and Restated Agreement.
- (f) The parties agree that no proposed amendment will be implemented without the transmittal of the Staff Working Group's recommendation to the Oversight Committee, the final recommendation made by the Oversight Committee, and agreed to by the County and the School Board, and at least seventy-five percent (75%) of the Municipalities which include at least fifty percent (50%) of the population within Broward County. Where the consent of the necessary parties to the Interlocal Agreement is not obtained, no proposed amendment will be implemented unless it is determined to be appropriate through the dispute resolution process set forth in Article X of this Third Amended and Restated Agreement.
- (g) The parties agree that, once a proposed amendment has the required consent of each of the necessary signatories to the Third Amended and Restated Agreement or is determined to be appropriate through dispute resolution, each party will undertake work_program, Comprehensive Plan, and regulatory changes necessary to effectuate the amendment.

ARTICLE XV MISCELLANEOUS

Section 15

15.1 Entire Agreement

This Third Amended and Restated Agreement constitutes the entire agreement and understanding between the parties, and supersedes all other agreements concerning the subject matter contained herein. Any amendments to this Third Amended and Restated Agreement shall be in writing and executed by each respective party. Notwithstanding the foregoing, the parties hereto agree and acknowledge that this Third Amended and Restated Agreement is not intended to usurp or modify the authority, rights, or obligations of the School Board, County or Municipalities as such may be provided elsewhere by law.

15.2 Severability

If any one or more of the provisions contained in this Third Amended and Restated Agreement shall for any reason be held invalid, illegal, unlawful, void or unenforceable with respect to any party hereto, the remainder of this Third Amended and Restated Agreement or the application of such provisions to a party other than those to whom is held invalid, illegal, unlawful, void or unenforceable, shall not be affected and each provision of this Third Amended and Restated Agreement shall be valid and enforceable to the fullest extent permitted by law as if such invalid, illegal unlawful, unenforceable or void provision had never been included herein.

15.3 Notices

All notices or other communications (other than notices for meetings as provided for elsewhere in this Third Amended and Restated Agreement) which shall or may be given pursuant to this Third Amended and Restated Agreement shall be in writing and shall be delivered by personal service or by certified mail addressed to the parties at their respective addresses as specified in Exhibit "A", attached hereto and made a part hereof. Any party may from time to time designate any other address for this purpose by written notice to the parties hereto. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

15.4 Governing Law

This Third Amended and Restated 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 Third Amended and Restated 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.

15.5 Headings

The captions, section numbers, article numbers, title and headings appearing in this Third Amended and Restated Agreement are inserted only for convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Third Amended and Restated Agreement, nor in any way effect this Third Amended and Restated Agreement and shall not be construed to create a conflict with the provisions of this Third Amended and Restated Agreement

15.6 Counterparts

This Third Amended and Restated Agreement may be executed in counterparts, each of which shall be deemed an original.

15.7 Supplementary Agreements

All parties to this Third Amended and Restated Agreement stipulate that the School Board may enter into Supplementary Agreements with individual municipalities to address

individual circumstances. Any such Supplementary Agreement shall not be inconsistent with this Third Amended and Restated Agreement.

15.8 Authority

Each person signing this Third Amended and Restated Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Third Amended and Restated 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 Third Amended and Restated Agreement.

15.9 Indemnification

Each party 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.

15.10 No Waiver of Sovereign Immunity

Nothing contained in this Third Amended and Restated Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

15.11 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 Third Amended and Restated Agreement. None of the parties intend to directly or substantially benefit a third party by this Third Amended and Restated Agreement. The parties agree that there are no third party beneficiaries to this Third Amended and Restated Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Third Amended and Restated Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

15.12 Non-Discrimination

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

15.13 Records

Each party shall maintain its own respective records and documents associated with this Third Amended and Restated 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 any resultant award of attorney's fees for non-compliance with that law.

IN WITNESS WHEREOF, this Third Amended and Restated Interlocal Agreement has been executed on the respective dates under each signature by and on behalf of Broward County, each of the respective Municipalities and the School Board of Broward County, Florida on this _____ day of _____, 2017.

[REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.]

Signature Pages

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Abby M. Freedman
Abby M. Freedman, School Board Chair

Mollie L. Copeland
Witness as to all Signatories
Print Name Mollie L. Copeland

ATTEST: Robert W. Runcie
Robert W. Runcie, Superintendent
Of Schools

Christine Rodriguez
Witness as to all Signatories
Print Name Christine Rodriguez

(CORPORATE SEAL)

State of Florida, Broward County

WITNESS my hand and official seal this 13th day of June, 2017
Noemi Gutierrez

Print Name _____

(AFFIX NOTARY SEAL)

My Commission Expires: May 3, 2019



Approved as to form: [Signature]
Barbara Myrick, General Counsel

BROWARD COUNTY through its Mayor, authorized to execute same by Board action on the ___ day of _____, 2017.

ATTEST:

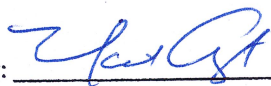
BROWARD COUNTY, by and through its
BOARD OF COUNTY COMMISSIONERS

Broward County Administrator, as
Ex-officio Clerk of the Broward
County Board of County Commissioners

By: _____
Barbara Sharief, Mayor

_____ Day of _____, 2017.

Approved as to form by
Office of County Attorney
Broward County, Florida
Joni Armstrong Coffey, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: 
Maite Azcoitia
Deputy County Attorney

8 Day of August, 2017.

CITY OF COCONUT CREEK through its Mayor, authorized to execute same by Commission action on the _day of _____, 2017.

(CITY SEAL)

CITY OF COCONUT CREEK
a Florida municipal corporation

By: _____
Mary C. Blasi, City Manager

ATTEST:

By: _____
Leslie Wallace May, CMC
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
CITY ATTORNEY

CITY OF COOPER CITY through its Mayor, authorized to execute same by Commission action on the __day of _____, 2017.

CITY OF COOPER CITY, FLORIDA

By: _____
Greg Ross, Mayor

_____ Day of _____, 2017.

ATTEST:

By: _____
Susan Poling, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF CORAL SPRINGS through its Mayor, authorized to execute same by Commission action on the _day of _____, 2017.

CITY OF CORAL SPRINGS, a
Municipal Corporation organized
and existing under the laws of
the State of Florida

By: _____
Walter "Skip" Campbell, Mayor

_____ Day of _____, 2017

ATTEST:

APPROVED AS TO FORM:

By: _____
Debra Dore Thomas, City Clerk

By: _____
John J. Hearn, City Attorney

CITY OF DANIA BEACH through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2017.

ATTEST:

CITY OF DANIA BEACH,
a Florida municipal corporation

Louise Stilson
CITY CLERK

BY: _____
Tamara James
MAYOR-COMMISSIONER

BY: _____
Robert Baldwin
CITY MANAGER

APPROVED FOR FORM
AND CORRECTNESS:

BY: _____
Thomas J. Ansbro, Esquire
CITY ATTORNEY

TOWN OF DAVIE through its Mayor, authorized to execute same by Council action on the _____ day of _____, 2017.

TOWN OF DAVIE, FLORIDA

WITNESSES:

By: _____
Mayor/Councilmember

ATTEST:

By: _____
Town Administrator

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney

CITY OF DEERFIELD BEACH through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2017.

CITY OF DEERFIELD BEACH, FLORIDA

Mayor

Attest _____ (Seal)
City Clerk

CITY OF FORT LAUDERDALE through its Mayor, authorized to execute same by Commission action on the ___ day of _____, 2017.

CITY OF FORT LAUDERDALE

WITNESSES:

By: _____
Mayor

By: _____
City Manager

(CORPORATE SEAL)

ATTEST:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____, 2017, by John P. Seiler, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did take an oath.

(SEAL) By: _____
Notary Public, State of Florida

STATE OF FLORIDA:
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____, 2017, by Lee R. Feldman, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did take an oath.

(SEAL) By: _____
Notary Public, State of Florida

CITY OF HALLANDALE BEACH through its Mayor, authorized to execute same by Commission action on the ___day of _____, 2017.

ATTEST:

CITY OF HALLANDALE BEACH, FLORIDA

By: _____
MARIO BATAILLE, CITY CLERK

By: _____
MAYOR JOY COOPER

APPROVED AS TO FORM:

JENNIFER MERINO, CITY ATTORNEY

CITY OF HOLLYWOOD through its Mayor, authorized to execute same by Commission action on the ___ day of _____, 2017.

CITY OF HOLLYWOOD, FLORIDA

Attest: _____ (Seal)

BY: _____
Patricia A. Cerny, MMC
City Clerk

BY: _____
Josh Levy, Mayor

Approved as to form and legality
For the use and reliance of the
City of Hollywood, Florida, only.

BY: _____
Jeffrey P. Sheffel, City Attorney

TOWN OF LAUDERDALE-BY-THE-SEA through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2017.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

Attest: _____ (Seal)

BY: _____
Tedra Allen, Town Clerk

BY: _____
Scot Sasser, Mayor

Approved as to form and legality
For the use and reliance of the
Town of Lauderdale-By-The-Sea, Florida, only.

BY: _____
Susan L. Trevarthen, Town Attorney

CITY OF LAUDERDALE LAKES through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2017.

CITY OF LAUDERDALE LAKES

By: _____
Hazelle P. Rogers., MAYOR

ATTEST:

By: _____
Sharon Houslin, CITY CLERK

Signed, sealed and delivered in
The presence of:

Witness Signature

Printed Name

Witness Signature

Printed Name

CITY OF LAUDERHILL through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2017.

CITY OF LAUDERHILL, FLORIDA

By: _____
Mayor Richard J. Kaplan

ATTEST _____
City Clerk Andrea Anderson

(Seal)

CITY OF MARGATE through its Mayor, authorized to execute same by Commission action on the ___day of _____, 2017.

ATTEST:

CITY OF MARGATE, FLORIDA

By: _____
CITY CLERK, JOSEPH J. KAVANAGH

By: _____
MAYOR, Tommy Ruzzano

By: _____
SAMUEL A. MAY
CITY MANAGER

APPROVED AS TO FORM:

By: _____
Douglas R. Gonzales
CITY ATTORNEY

CITY OF MIRAMAR through its Mayor, authorized to execute same by Commission action on the ___ day of _____, 2017.

WITNESSES:

CITY OF MIRAMAR

ATTEST:

City Clerk

BY: _____
City Manager

____ Day of _____, 2017

(CORPORATE SEAL)

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF NORTH LAUDERDALE through its Mayor, authorized to execute same by Commission action on the ___ day of _____, 2017.

CITY OF NORTH LAUDERDALE, a
Florida municipal corporation

By: _____
Ambreen Bhatti, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Patricia Vancheri, City Clerk

By: _____
Samuel S. Goren, City Attorney

CITY OF OAKLAND PARK through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2017.

CITY OF OAKLAND PARK
a Florida municipal corporation

By: _____
JOHN ADORNATO III, MAYOR

ATTEST:

By: _____
RENEE M. SHROUT, CMC, CITY CLERK

APPROVED AS TO FORM:

By: _____
DONALD J. DOODY, CITY ATTORNEY

CITY OF PARKLAND through its Mayor, authorized to execute same by Commission action on the ___ day of _____, 2017.

CITY OF PARKLAND

WITNESSES:

By: _____

By: _____

Mayor Christine Hunschofsky

_____ Day of _____, 2017.

By: _____

ATTEST:

By: _____

Jennifer Johnson, City Clerk

By: _____

City Manager Nancy Morando

_____ Day of _____, 2017.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By: _____

City Attorney

TOWN OF PEMBROKE PARK through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2017.

ATTEST:

TOWN OF PEMBROKE PARK

By: _____
Clerk Commissioner

By: _____
Mayor-Commissioner

CITY OF PEMBROKE PINES through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2017.

ATTEST:

CITY OF PEMBROKE PINES, FLORIDA

By: _____
MARLENE GRAHAM, CITY CLERK

By: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

SAM GOREN, CITY ATTORNEY

CITY OF PLANTATION through its Mayor, authorized to execute same by Council action on the _____ day of _____, 2017.

Signed, sealed and delivered in the presence of:

CITY OF PLANTATION

Attest _____
Susan Slattey, City Clerk

Witness:

By: _____
Diane Veltri Bendekovic, Mayor

Typed Name of Witness

As to legal form:

Witness:

By: _____
City Attorney

Typed Name of Witness

CITY OF POMPANO BEACH through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2017.

Witness:

CITY OF POMPANO BEACH

By: _____
Signature

By: _____
LAMAR FISHER, MAYOR

By: _____
Signature

By: _____
GREG HARRISON, CITY MANAGER

Attest:

By: _____
ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As to Form:

By: _____
MARK BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

TOWN OF SOUTHWEST RANCHES through its Mayor, authorized to execute same by Council action on the __ day of _____, 2017.

TOWN OF SOUTHWEST RANCHES, FLORIDA

By: _____
DOUG MCKAY, MAYOR

ATTEST:

By: _____
RUSSELL MUNIZ, TOWN CLERK

APPROVED AS TO FORM AND CORRECTNESS

By: _____
KEITH POLIAKOFF, TOWN ATTORNEY

CITY OF SUNRISE through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2017.

CITY OF SUNRISE, FLORIDA

BY: _____
Michael J. Ryan, Mayor

This __ day of _____, 2017.

AUTHENTICATION:

Felicia M. Bravo, City Clerk

(SEAL)

Approved as to Form and Legal Sufficiency
Office of the City Attorney, Sunrise, Florida.
Kimberly A. Kisslan, City Attorney
10770 West Oakland Park Boulevard
Sunrise, FL 33351
Telephone: (954) 746-3300

BY: _____
Kimberly A. Kisslan

CITY OF TAMARAC through its Mayor, authorized to execute same by Commission action on the ___ day of _____, 2017.

CITY OF TAMARAC

By: _____
Harry Dressler, Mayor

Date: _____

ATTEST: _____

By: _____
Pat Teufel, City Clerk

Date: _____

By: _____
Michael C. Cernech, City Manager

Date: _____

Approved as to form and legal
Sufficiency:

By: _____
Samuel S. Goren, City Attorney

CITY OF WESTON through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2017.

CITY OF WESTON, through its
City Commission

ATTEST:

Patricia A. Bates, City Clerk

By: _____
Daniel J. Stermer, Mayor

_____ day of _____, 2017.

BY: _____
John R. Flint, City Manager

_____ day of _____, 2017.

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

BY: _____
City Attorney

(CITY SEAL)

_____ day of _____, 2017.

CITY OF WEST PARK through its Mayor, authorized to execute same by Commission action on the ___ day of _____, 2017.

CITY OF WEST PARK, through its
City Commission

ATTEST:

Alexandra Grant, City Clerk

By: _____
Eric H. Jones, Jr., Mayor

_____ day of _____, 2017.

BY: _____
W. Ajibola Balogun, City Manager

_____ day of _____, 2017.

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

BY: _____
Burnadette Norris-Weeks, City Attorney

(CITY SEAL)

_____ day of _____, 2017.

CITY OF WILTON MANORS through its Mayor, authorized to execute same by Council action on the ___ day of _____, 2017.

CITY OF WILTON MANORS, FLORIDA

By: _____
Gary Resnick, MAYOR

ATTEST:

APPROVED AS TO FORM:

By: _____
Kathryn Sims, CMC/AAE
CITY CLERK

By: _____
CITY ATTORNEY

**List of Amendments to the Second Amended Interlocal Agreement for
Public School Facility Planning**

ILA Section	Summary of Existing Provision	Proposed Change
Introduction	N/A	<ol style="list-style-type: none"> 1. Rename Agreement to Third Amended and Restated ILA (and throughout the Agreement) 2. New Whereas Clauses to explain amendment
Article 3	Includes a schedule to begin implementation of public school concurrency and other hard dates for sharing information required by the Agreement	Deletes schedule because <ol style="list-style-type: none"> 1. Hard dates for initial implementation of PSC have passed 2. Agreement already includes provisions that govern timeframes for specific requirements
3.1	Requires annual update of County-wide projections and student enrollment projections	Substitutes “regularly” with “annually” to provide more flexibility because County no longer updates projections each year
4.3	Requires Staff Working Group assistance with Educational Plant Survey	Inserts that this requirement is only necessary upon request by the School District
7.3	Defines a maximum 45-Day review period for comprehensive plan amendments and rezoning applications	Shortens maximum review timeframe to 30 days, consistent with School Board practice
7.8 8.3 (b)(d)&(e) 8.13(g) 18.7	Acknowledges only permanent school capacity	Deletes “permanent”
7.10 (a)(1)	Refers to capacity as “gross” until the end of the 2018/19 school year and commencing 2019/20 school year as “permanent”	Deletes the distinction between “gross” and “permanent” as it relates to school capacity in District development review comments
8.2(c)(3)	Refers to October 15, 2009 and annually thereafter as the deadline for District to provide the County and Municipalities with annual data and analysis	Establishes annually by October 31 as new deadline to enable sufficient time to School District to generate data
8.5(b)	Requires amendments to District Educational Facilities (DEFP) plan to be accomplished by ordinance	Removes requirement since Municipalities opted to adopt the DEFP by reference into their Capital Improvements Element

ILA Section	Summary of Existing Provision	Proposed Change
8.10	Establishes the Level of Service Standard (LOS) as 100% of gross capacity (with relocatable classrooms) until the end of the 2018/19 school year; and commencing at the 2019/20 school year, 110% of the permanent Florida Inventory of School Houses (FISH) capacity as the LOS	Establishes two school types for the purpose of establishing a uniform, district wide LOS <ol style="list-style-type: none"> 1. School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity. 2. School Type B is a bounded elementary, middle or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.
8.10 (e)	Prescribes how student enrollment projections are adjusted when a charter schools closes	Removes statement to enable the District flexibility to react appropriately to school choice
8.13(f)(2)(i)	Refers to Twentieth Day Enrollment	Substitutes Benchmark Day to reflect District enrollment data practices
8.13(g)(6)	Requires notice to School District to prevent expiration of a Final School Capacity Determination (SCAD) Letter	Removes requirement for notice since Final SCAD letters remain valid concurrent with the underlying approval

NOTE: Minor amendments to correct scrivener’s errors and obsolete statutes are not reflected in the matrix above.

Prepared by: The School Board of Broward County, Florida, Facility Planning and Real Estate Department

THE OVERSIGHT COMMITTEE
FOR

THE IMPLEMENTATION OF THE SECOND AMENDED INTERLOCAL AGREEMENT FOR
PUBLIC SCHOOL FACILITY PLANNING, BROWARD COUNTY, FLORIDA

600 SE 3rd Avenue, 8th Floor

Telephone: 754-321-2177

Fort Lauderdale, Florida 33301

Fax: 754-321-2179

August 9, 2017

The Honorable Barbara Sharief
Mayor, Broward County
115 South Andrews Avenue, Room 421
Fort Lauderdale, Florida 33301

RE: **Oversight Committee Recommendation on the Proposed Third Amended and Restated Interlocal Agreement for Public School Facility Planning**

Dear Ms. Sharief:



The purpose of this correspondence is to inform you that pursuant to Article XIV (Amendment Procedures) of the Second Amended Interlocal Agreement for Public School Facility Planning (ILA), the Oversight Committee on April 12, 2017 reviewed the proposed Third Amended and Restated ILA and related back-up materials. At the conclusion of deliberations, the Committee unanimously voted to approve the proposed amendments, which include changing the level of service standard (LOS) from the current 100% gross capacity (sunsetting the use of relocatables in the year 2018/19) and commencing the 2019/20 school year, reverting to 110% permanent Florida Inventory of School Houses (FISH) capacity to an Alternate LOS Concept. The Alternate LOS would change the Level of Service Standard (LOS) to the higher of: 100% gross capacity or 110% permanent capacity. The School Board accepted the Oversight Committee's recommendation and acted on June 13, 2017 to approve the Proposed Third Amended and Restated ILA.

The Committee believes that the proposed changes as reflected in the Third Amended and Restated ILA, are a manageable solution to the complex issues that necessitated the changes. Additionally, the Committee is pleased that this solution was reached in partnership with the School Board, School District staff, Broward County staff, Staff Working Group, other stakeholders, and members of the community at large. Implicit in the Oversight Committee's unanimous vote is its resolute request for the School Board, the Broward County Board of County Commissioners, and the 27 Municipal signatories to the Second Amended ILA to promptly approve the Third Amended and Restated ILA.

Furthermore, it can be safely assumed that the Committee agrees that a successful adherence to the tentative schedule regarding consideration of the proposed Third Amended and Restated ILA is very important to ensure that the hard work put forth by all involved yields the desired result. Please be assured that as we go through the process to amend the Agreement, the Oversight Committee will continue to lend its assistance to ensure a successful outcome.



Please contact Chris Akagbosu, Director, Facility Planning and Real Estate Department, Broward County Public Schools at (754) 321-2162, or via E-Mail at chris.akagbosu@browardschools.com if you have additional questions regarding this matter. Also, please copy Mr. Akagbosu on all correspondence regarding this matter.

Sincerely,



Daniel J. Stermer, Chair
Oversight Committee

CA:lw

cc: Broward County Commissioners
Bertha Henry, County Administrator, Broward County
Maite Azcoitia, Deputy Attorney, Broward County

Oversight Committee Members

*Mayor Daniel J. Stermer, Chair • School Board Member Laurie Rich Levinson, Vice Chair • Mayor Christine Hunschofsky, Secretary,
Mayor Joy Cooper • Debby Eisinger • School Board Chair Abby M. Freedman
School Board Member Patricia Good • Lew Naylor • Mikelange Olbel • Mayor Gary Resnick • Roy Rogers • Jonathan Schwartz
Mayor Barbara Sharief • Peter Tingom • Lois Wexler*



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 10/26/2017
SUBJECT: Town Council Meeting Schedule - Calendar Year 2018

Recommendation

Town Staff is requesting Town Council's consideration and approval of the Town Council meeting schedule for calendar year 2018.

Strategic Priorities

A. Sound Governance

Background

Section 4.01 of the Town Charter requires the Council to hold at least 11 monthly meetings in each fiscal year. Special meetings may be held on the call of the Mayor or upon the call of three members of the Council.

Dates have been reviewed to ensure no conflict exists with established holidays.

Fiscal Impact/Analysis

No impact.

Staff Contact:

Russell Muñiz

Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Meeting Schedule Reso - TA Approved	10/24/2017	Resolution

RESOLUTION NO. 2018 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2018; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article IV, Section 4.0.1 (a) of the Charter of the Town of Southwest Ranches provides that the Town Council shall hold at least eleven (11) monthly meetings each year; and

WHEREAS, in an attempt to have some consistency with its meeting dates, when conflicts do not exist, the Town desires to have regular meetings on the second and fourth Thursday of the month; and

WHEREAS, the Town Council has the authority to establish additional meetings and to change meetings dates as may be necessary.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby approves the meeting schedule, attached hereto and incorporated herein by reference as Exhibit "A", for the Town Council meetings for calendar year 2018.

Section 3: The Town Council reserves the right to amend this Resolution to establish additional meetings and to change meetings dates, as may be necessary. In addition, additional meetings may be added without amendment to this Resolution provided that proper notice is given.

Section 4: Nothing stated herein shall be interpreted to prevent special meetings to be called in accordance with the Town's Charter.

Section 5: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 26th day of October, 2017, on a

motion by _____ and seconded by _____.

McKay	_____	Ayes	_____
Breitkreuz	_____	Nays	_____
Fisikelli	_____	Absent	_____
Jablonski	_____		
Schroeder	_____		

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney

114480553.1

Exhibit A

2018 Town Council Proposed Meeting Schedule

Regular Town Council Meetings are attempted to be held at 7:00 PM on the **SECOND** and **FOURTH THURSDAY** each month. However, September meetings reflect tentative changes needed to accommodate state law pertaining to budget adoption which may require further change. Meetings may be canceled by the Town Council if there is no imminent business to discuss.

JANUARY	25
FEBRUARY	8, 22
MARCH	8, 22
APRIL	12, 26
MAY	10, 24
JUNE	14, 28
JULY	12, 26
AUGUST	9, 23
SEPTEMBER	13, 27 (Tentative)
OCTOBER	11, 25
NOVEMBER	8
DECEMBER	13



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 10/26/2017
SUBJECT: Town Holiday Schedule - Calendar Year 2018

Recommendation

Town Staff is requesting Town Council's consideration and approval of the Town holiday schedule for calendar year 2018.

Strategic Priorities

A. Sound Governance

Background

The holidays identified in this schedule are consistent with the local and federal government schedules for calendar year 2018.

Fiscal Impact/Analysis

No impact.

Staff Contact:

Russell Muñiz
Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description

Town Holidays - TA Approved

Upload Date

10/23/2017

Type

Resolution

RESOLUTION NO. 2018 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2018; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to establish an official 2018 holiday schedule for the Town of Southwest Ranches; and

WHEREAS, the Town’s administrative offices shall be closed in observance of the holidays delineated below.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby approves the following official holiday schedule for the Town of Southwest Ranches for calendar year 2018.

Schedule:

<u>Month</u>	<u>Date</u>	<u>Holiday</u>	<u>Day</u>
January	1 st	New Year’s Day	Monday
January	15 th	Martin Luther King, Jr. Day	Monday
February	19 th	President’s Day	Monday
May	28 th	Memorial Day	Monday
July	4 th	Independence Day	Wednesday
September	3 rd	Labor Day	Monday
November	12 th	Veteran’s Day	Monday
November	22 nd	Thanksgiving	Thursday
November	23 rd	Day After Thanksgiving	Friday
December	24 th	Christmas Eve (Close at 1 p.m.)	Monday
December	25 th	Christmas Day	Tuesday
December	31 st	New Year’s Eve (Close at 1 p.m.)	Monday

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 26th day of October 2017, on a motion by

_____ and seconded by _____.

Nelson _____
McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____

Ayes _____
Nays _____
Absent _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney

114480526.1



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 10/26/2017
SUBJECT: Broward County ILA - Debris Management Site Usage for C&D

Recommendation

Town Council consideration for a motion to approve the resolution.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety

Background

Hurricane Irma caused significant damage to vegetation and structures throughout the Town. As a result more than 200,000 cubic yards of storm related vegetative debris has already been collected in the Town. The Town seeks to embark on additional passes to begin cleanup of non-vegetative storm related debris such as damaged fences and other housing materials. This is currently referred to as "mixed" or "C&D" debris.

Currently, mixed debris must be brought to Pompano Beach for sorting and final disposal if an ILA with the County is not in place. Since the County maintains a site located at Stirling Road and US 27 it would be advantageous to use that site. Delivering to the Pompano Beach site substantially delays the collection efforts due to hauling turnaround times and it makes it difficult to find vendors willing to haul that distance. To resolve this issue, the County is

willing to allow the Town to dispose of its mixed debris at its Stirling Road facility provided that the Town enters an Interlocal Agreement with Broward County (ILA) in substantially the same form as that attached hereto as Exhibit "A".

Fiscal Impact/Analysis

The Town will be responsible for the costs associated with disposal at the debris management site. The total costs will vary depending on tonnage collected. These fees are reimbursable by FEMA based on the cost share finally determined. Currently the Town's cost share is 5% of total debris collection and disposal costs.

The rate structure for disposal at the County's debris management site is as follows:

\$3.75 per cubic yard - drop off

\$0.06 per cubic yard/per mile - final disposal

\$45 per ton - final disposal

It should be noted that the costs for the Waste Management debris management site are nearly the same but the major advantage to using the County's site is its proximity and quick turnaround time.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
TDMS Broward County ILA Reso - TA Approved	10/26/2017	Resolution
ILA for TDMS	10/26/2017	Agreement

RESOLUTION NO. 2018-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA FOR THE USE OF TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEAREAS, Hurricane Irma caused significant damage to vegetation and structures throughout the Town; and

WHEREAS, more than 200,000 cubic yards of storm related vegetative debris has already been collected in the Town; and

WHEREAS, the Town seeks to embark on additional passes to begin cleanup of non-vegetative storm related debris such as damaged fences and other housing materials; and

WHEREAS, currently, non-vegetative debris must be brought to Pompano Beach for sorting and final disposal, despite the fact that the County maintains a site located at Stirling Road and US 27; and

WHEREAS, delivering to the Pompano Beach substantially delays the collection efforts due to hauling turnaround times and it makes it incredibly difficult to find vendors willing to haul that distance; and

WHEREAS, to resolve this issue, the County is willing to allow the Town to dispose of its non-vegetative storm debris at its Stirling Road facility provided that the Town enters an Interlocal Agreement with Broward County (ILA) in substantially the same form as that attached hereto as Exhibit "A";

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. Recitals. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. Approval. That the Town Council of the Town of Southwest Ranches hereby approves the ILA with Broward County, attached hereto as Exhibit "A", and incorporated herein by reference.

Section 3. Effectuation. The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 26th day of October, 2017 on a motion by _____ and seconded by _____.

McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

114492882.1

INTERLOCAL AGREEMENT

BETWEEN

BROWARD COUNTY

AND

FOR

USE OF TEMPORARY DEBRIS MANAGEMENT SITES
AND OTHER RELATED SERVICES

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY,"

AND

_____, hereinafter referred to as "GOVERNMENT ENTITY."

WHEREAS, COUNTY may offer the use of Temporary Debris Management Sites ("TDMS") owned by the COUNTY and other related services (the use of TDMS and other services shall hereinafter collectively be referred to as, "Services") to GOVERNMENT ENTITY for debris generated in Broward County in the aftermath of a natural or man-made disaster; and

WHEREAS, GOVERNMENT ENTITY desires to use the TDMS and Services in the aftermath of a natural or man-made disaster; and

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, as may be amended from time to time, and prior to its effectiveness shall be filed as provided by Section 163.01(11), Florida Statutes ; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments contained herein, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document, Articles 1 through 7, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **Government Entity Contract Administrator** – _____.
The primary responsibilities of the Government Entity Contract Administrator are to coordinate and communicate with COUNTY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Government Entity Contract Administrator.
- 1.4 **County Contract Administrator** - The Director of the Broward County Solid Waste and Recycling Services. The primary responsibilities of the County Contract Administrator are to coordinate and communicate with GOVERNMENT ENTITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the County Contract Administrator.
- 1.5 **County Administrator** – The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.6 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

ARTICLE 2

SCOPE OF SERVICES, PARTY RESPONSIBILITIES, FUNDING, AND METHOD OF PAYMENT

2.1 COUNTY Responsibilities

2.1.1 COUNTY agrees to provide the Services to the GOVERNMENT ENTITY, subject to COUNTY's sole discretion and availability, pursuant to the terms and conditions set forth in this Agreement and Appendix I, attached hereto and made a part hereof. The judgment of the COUNTY, acting through the County Contract Administrator, shall be final as to availability. All TDMS offered to the GOVERNMENT ENTITY by the COUNTY shall be at sites that have been previously approved or are currently in the approval process by all applicable local, state and federal agencies.

2.1.2 The COUNTY, through the County Contract Administrator, retains the right to withdraw any and all Services upon fourteen (14) days advance written notice.

2.1.3 The purpose of these recitals is to ensure that the COUNTY is reimbursed for all costs and Services provided, and there are no additional liabilities as a result of this Agreement. COUNTY shall not be liable, for its failure or refusal to render or provide Services pursuant to this Agreement. The County Contract Administrator shall, at his/her sole discretion, determine the manner in which any and all such Services shall be provided.

2.1.4 The COUNTY shall create and maintain procedures for implanting this Agreement, and shall distribute such procedures to the GOVERNMENT ENTITY annually during the term of this Agreement.

2.2 GOVERNMENT ENTITY Responsibilities, Funding and Method of Payment

2.2.1 The GOVERNMENT ENTITY acknowledges and agrees that COUNTY has entered into an agreement with multiple contractors for disaster debris management services and the compensation under each agreement varies depending upon the particular contractor. Pursuant to the terms and conditions of these agreements, COUNTY has the right to assign work to any of the contractors, at its sole discretion. GOVERNMENTAL ENTITY agrees to compensate COUNTY in accordance with the prices of whichever contractor COUNTY has assigned work to, at COUNTY's sole discretion. Costs may be assessed based on the proportional use by the GOVERNMENTAL ENTITY.

2.2.2 GOVERNMENT ENTITY acknowledges its responsibility in seeking reimbursement from state and federal agencies for payments submitted to the COUNTY as provided in this Agreement, and acknowledges that all costs may not be deemed reimbursable by such agencies. Regardless of whether such costs are deemed reimbursable by such agencies, GOVERNMENT ENTITY is responsible for making all payments to COUNTY as provided in this Agreement.

2.2.3 The GOVERNMENT ENTITY shall submit payment to COUNTY for use of the TDMS and/or Services within thirty (30) calendar days of receipt of invoice from the COUNTY. The payment shall be made to COUNTY at:

Broward County Solid Waste and Recycling Services
1 North University Drive, Suite 400
Plantation, Florida 33324

2.2.4 The GOVERNMENTAL ENTITY shall abide by the terms and conditions set forth in this Agreement and Appendix I.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement shall commence on the date it is fully executed by both parties, and shall terminate on November 30, 2017, unless sooner terminated as provided herein.
- 3.2 This Agreement may be unilaterally terminated by either party, with or without cause, provided that fourteen (14) days written notice of such termination is given to the other party pursuant to Article 7.5 of this Agreement.

ARTICLE 4
GOVERNMENTAL IMMUNITY

- 4.1 GOVERNMENT ENTITY and COUNTY are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 5
INSURANCE

- 5.1 The parties hereto acknowledge that GOVERNMENT ENTITY and COUNTY are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. GOVERNMENT ENTITY and COUNTY shall institute and maintain a fiscally sound and prudent risk management program with regard to its respective obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

ARTICLE 6
EEO COMPLIANCE

- 6.1 Parties shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in its respective performance of this Agreement, the solicitation for or purchase of goods or Services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. The parties shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the

non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the other party deems appropriate.

The parties shall not unlawfully discriminate against any person in its respective operations and activities or in its respective use or expenditure of funds in fulfilling its obligations under this Agreement. The parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the parties shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, each party represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). Each party hereby materially relies on such representation by the other party in entering into this Agreement. An untrue representation of the foregoing shall entitle the aggrieved party to terminate this Agreement and such other remedy as the aggrieved party deems appropriate.

ARTICLE 7 MISCELLANEOUS

7.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the party that created same and will be available to the other party for inspection or use at no cost; provided that nothing herein shall prevent or restrict the owner of the documents from lawfully destroying or lawfully disposing of any such documents.

7.2 AUDIT RIGHT AND RETENTION OF RECORDS

Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. GOVERNMENT ENTITY and COUNTY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. GOVERNMENT ENTITY and COUNTY shall preserve and, upon request, make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended

from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after the document or record came into existence. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

7.3 INDEPENDENT CONTRACTOR

GOVERNMENT ENTITY and COUNTY are independent contractors under this Agreement. Services provided by GOVERNMENT ENTITY pursuant to this Agreement shall be subject to the supervision of GOVERNMENT ENTITY and Services provided by COUNTY, pursuant to this Agreement, shall be subject to the supervision of COUNTY. In providing such Services, GOVERNMENT ENTITY, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of COUNTY, and COUNTY, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of GOVERNMENT ENTITY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to GOVERNMENT ENTITY or GOVERNMENT ENTITY's agents any authority of any kind to bind COUNTY in any respect whatsoever. GOVERNMENT ENTITY does not extend to COUNTY or COUNTY's agents, any authority of any kind to bind GOVERNMENT ENTITY in any respect whatsoever.

7.4 THIRD PARTY BENEFICIARIES

Neither GOVERNMENT ENTITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

County Administrator
Governmental Center, Suite 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:

Director, Solid Waste and Recycling Services
One North University Drive, Suite 400
Plantation, FL 33324

FOR GOVERNMENT ENTITY:

7.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of Contract Administrator of the other party.

7.7 CONFLICTS

Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

Neither party nor its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other party in any legal or administrative proceeding unless they are a party in such proceeding or compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude either party from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event GOVERNMENT ENTITY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, GOVERNMENT ENTITY agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as GOVERNMENT ENTITY.

7.8 MATERIALITY AND WAIVER OF BREACH

COUNTY and GOVERNMENT ENTITY agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

Neither GOVERNMENT ENTITY's nor COUNTY'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.

7.9 COMPLIANCE WITH LAWS

GOVERNMENT ENTITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Likewise, COUNTY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

7.10 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or GOVERNMENT ENTITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.11 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

7.12 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 7 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 shall prevail and be given effect.

7.13 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, GOVERNMENT ENTITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.14 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 the County Contract Administrator and GOVERNMENT ENTITY.

7.15 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

7.16 PAYABLE INTEREST

7.16.1. Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof GOVERNMENT ENTITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

7.16.2. Rate of Interest. In any instance where the prohibition or limitations of Section 7.18.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

7.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Appendix I is incorporated into and made a part of this Agreement.

7.18 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

7.19 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its County Administrator authorized to execute same, by Board action, on the ____ day of _____, 20 ____, and _____, signing by and through its authorized signatory, duly authorized to execute same.

COUNTY

WITNESSES:

By: _____

_____, County Administrator

Approved as to form by
Office of the County Attorney
for Broward County, Florida
Joni Armstrong Coffey, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

Insurance requirements
approved by Broward County
Risk Management Division

By _____
(Date)

By _____
Angela F. Benjamin (Date)
Assistant County Attorney

By _____
Michael J. Kerr (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
FOR USE OF BROWARD COUNTY TEMPORARY DEBRIS
MANAGEMENT SITES AND RELATED SERVICES

ATTEST:

Russell Muñiz
Assistant Town Administrator/Town Clerk

By: _____
Doug McKay, Mayor

Dated: 26th day of October, 20 17

APPROVED AS TO LEGAL FORM:

Keith Poliakoff, Town Attorney

Dated: October 26, 2017

06-26-12
tdmsdisasterdebris.ila.doc

INTERLOCAL AGREEMENT FOR USE OF BROWARD COUNTY
TEMPORARY DEBRIS MANAGEMENT SITES AND RELATED SERVICES

APPENDIX I

COUNTY Responsibilities

- COUNTY will allow GOVERNMENT ENTITY-authorized Contractors to utilize the designated Temporary Debris Management Sites (TDMS) for disposal of material collected from the GOVERNMENT ENTITY.
- COUNTY shall be responsible for TDMS traffic control, TDMS site management, material processing/reduction, haul-out, and final disposal (in accordance with state and federal law).
- COUNTY's Consultant will be the sole site monitor of the TDMS operations to ensure that Load Tickets are processed and initialed at the time of load discharge.
- COUNTY site monitors will retain two copies of the load tickets and return one copy with the statement/invoice (biweekly or a period mutually agreeable). COUNTY will retain one copy for their records.
- COUNTY's Consultant will provide periodic user reports consistent with COUNTY Debris Monitoring Agreement.
- COUNTY will invoice the GOVERNMENT ENTITY for the proportionate share of the costs including fair and reasonable site operating (processing and disposal) and monitoring costs, as applicable to the services rendered. Proportionate share shall be calculated based on the volume of debris delivered by or on behalf of the GOVERNMENT ENTITY into the TDMS.

GOVERNMENT ENTITY Responsibilities

- Ensure all trucks are pre-measured and that placards are fixed noting prime contractor and truck yardage in accordance with Debris Management Plan protocols. (COUNTY shall have right to verify cubic yardage capacity for any recorded volumes that appear questionable and/or for any vehicles that may have been altered after the initial measurement by governmental entity.)
- Provide truck certification sheets for any vehicles bringing debris to COUNTY Temporary Debris Management Sites.

- Order a sufficient supply of five (5) part load tickets in a form agreed to by the COUNTY and COUNTY's Contractors, and ensure that trucks arrive with these tickets, initialed in the field (pick-up location) by the GOVERNMENT ENTITY field monitor, or follow other load recordation process as approved in writing by the County Contract Administrator in the future.
- Assume responsibility for any debris that does not conform to the requirements stipulated in the COUNTY's contract for TDMS operation.
- Pay in full any invoices received from the COUNTY within thirty (30) days of receipt pursuant to the terms of the Agreement.