

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: April 17, 2018

FROM: Douglas R. Gonzales
City Attorney

SUBJECT: Proposed Third Amended and Restated Interlocal Agreement for Public School Facility Planning with the School Board and various municipalities.

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Dept. of Development Services/Planning Division
- 2) Type of Agreement – Third Amended and Restated Interlocal Agreement
- 3) Method of Procurement (RFP, bid, etc.) – State law requirement (Secs. 163.31777 and 1013.33, Florida Statutes).
- 4) Term of Contract
 - a) initial – n/a
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a.
- 5) Contract Amount – n/a
- 6) Termination rights - This agreement may be cancelled by mutual agreement of the School Board, the County or the respective municipalities unless cancelled by law.
- 7) Indemnity/Insurance Requirements – 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 therefrom.
- 8) Scope of Services - The **Initial Interlocal Agreement** was required by state law and addresses the coordination of public school facility planning between the School Board, Broward County and various municipalities. The agreement addresses joint meetings of the parties to coordinate land use, rezoning and school facilities planning issues. It also sets forth how information will be coordinated and shared by the parties such as the school board providing its facilities plan to the local governments and the local governments providing the school board with information on rezoning and comprehensive plan amendment applications that could increase residential density as well as local government staff advising the school board as the a proposed school site's consistency with its comprehensive plan. The School Board is required to

TERM SHEET CONT'D INTERLOCAL AGREEMENT FOR PUBLIC FACILITY PLANNING (2003)

submit comments to the respective municipality if it has concerns relating to proposed rezoning and/or land use amendments. **The First Amendment** provided for state mandated requirements of public school concurrency reflecting changes to the respective School Facility Planning Elements of the Comprehensive Plans. **The Second Amendment** revised the level of services school capacity calculation and changed various reporting timeframes. ******The proposed Third Amended and Restated Interlocal Agreement, seeks to implement the Level of Service at a higher of two standards (100% of gross capacity or 110% of permanent capacity) based upon the types of facilities (permanent or portable) located at each school site, among other changes.**

9) City's prior experience with Vendor (if any) – Yes. City has other agreements with the School Board.

10) Other significant provisions –n/a

cc: Wazir Ishmael, Ph.D., City Manager