Memorandum

MIAMI-DADE COUNTY

Date: February 5, 2008

Amended
Agenda Item No. 8(N)(1)(A)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Substitute - Amended and Restated Interlocal Agreement for Public School Planning
R#144-08

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Resolution authorizing the Mayor, or his designee, to execute the attached Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County.

SCOPE

The agenda item is countywide in nature and has the same impact upon all Commission districts.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact of the proposed agenda item.

TRACK RECORD/MONITOR

The proposed ordinance does not require the Miami-Dade County to enter into a contract.

BACKGROUND

This Resolution approving the Amended and Restated Interlocal Agreement (Agreement) for Public School Facility Planning in Miami-Dade County was scheduled to be considered by the Governmental Operations and Environment (GOE) Committee in November 2007; however, the item was deferred to the December 11, 2007 GOE meeting. During this time, staff and I received input from some Commissioners, and the building industry and as a result, the Board is being presented with this substitute Agreement.

While the original item was presented to the Committee in compliance with the 3-day rule, the complexity of the issues merited additional time for Board Member's review. This timeframe was also compressed due to the late transmittal of the Comprehensive Development Master Plan (CDMP) *Special Amendment to the Comprehensive Development Master Plan Regarding Public School Facilities* in July 2007. The Special Amendment is the guiding policy for the Interlocal Agreement. The transmittal of the Special Amendment was delayed due to inadequate financial data and analysis regarding the School Board's Capital Improvement Program. Additionally, the on-going efforts of the School Concurrency Task Force and concerns raised at the Planning Advisory Board hearing provided me with information that must be taken into consideration.

It is important to note that the data and analysis that accompanies the CDMP Special Amendment regarding Public School Facilities demonstrates that, based upon projected enrollment and new and planned capacity projects over the next 5 years, the proposed 100% FISH capacity Level of Service standard can be attained and maintained. However, given the uncertainty of future development patterns and funding for schools, the proposed alternative language allows the County a more flexible

system when dealing with concurrency management. Should unforeseen situations arise, the County will have a system in place that allows adequate time to react to and, if necessary, correct the situation.

The Growth Management amendment requires that the County, all the municipalities, and the School Board jointly develop and implement a Concurrency Management System. One of the factors that makes this requirement difficult is that the law also requires the County to incorporate the level of service and a financially feasible capital plan prepared by the School Board into the County's CDMP to accomplish that level of service and thus making it an integral part of our plan. However, the law doesn't make any provision for any remedy for the County in the event that the School Board fails to comply with the requirements of maintaining the required level of service. These changes will better allow the County to manage its CDMP.

The Substitute Agreement has been prepared by the Department of Planning and Zoning at my direction to address these concerns and proposes changes to language from the Agreement transmitted to the Department of Community Affairs in July. The main concerns and how each is to be addressed in the Agreement are presented below:

LOS Standard and Concurrency Service Areas (CSA): The Level of Service standard for public school facilities remains 100% of Florida Inventory of School Houses (FISH) capacity, including the use of relocatable classrooms. The Level of Service standard will be applied on a District-wide basis from January 2008 through December 2010. A single, District-wide LOS means that a development will meet the LOS standard as long as a school somewhere in the school district has available capacity.

Beginning January 1, 2011, the LOS will be applied on a less-than-District-wide basis according to CSAs, defined as the attendance boundaries of each school by school type; in the previous version of this item, CSAs would be used beginning in January 2008. Under that system, if a proposed development is located in a CSA that has insufficient capacity, the development may "borrow" capacity from contiguous CSAs to meet concurrency.

Automatic increase in LOS standard: If the School Board fails to put a capacity project into the first 3 years of the District's Facilities Work Program to achieve the LOS for any school not meeting the LOS standard, then the LOS standard for that school will automatically be 125% of FISH capacity until a project is programmed to bring the school below 100% of FISH capacity. In addition, if the School Board fails to construct facilities in accordance with its Work Program, then the LOS standard for any school with overdue construction projects will automatically be 125% of FISH capacity until the School Board completes the overdue projects.

Geographical Areas: All references in the Agreement to "geographical boundaries" that would limit the shifting of capacity to a contiguous area have been deleted.

Student Generation Multipliers: The development of student generation multipliers shall be the responsibility of the County with assistance from the School Board. Additionally, a formula for calculating student generation rates has been added to the Agreement.

Student Station Cost: The cost of student stations to be used in development agreements for school concurrency mitigation options has been added to the Agreement. The School Board shall utilize the most recent state average Construction Contract Cost Per Student Station by school type as reported annually by the Florida Department of Education in the *Public School Districts Report of Cost of Construction* as the cost per Student Station.

Proportionate Share Mitigation Options: The concurrency management system must include options for an applicant who cannot otherwise satisfy concurrency to mitigate the proportionate impacts of the development on public school facilities. Those options include the payment of money, the contribution of land, or the construction of public school facilities. This Agreement has been revised to provide that if the School Board and applicant cannot agree to an acceptable mitigation option, the local government may, in its discretion after discussions with the School Board, accept mitigation in the form of money. Once the money is accepted, the local government will remit the contribution to the School Board for use in mitigating the project.

Amendments: The previous draft of the Agreement required unanimous consent of the County, the School Board, and all municipalities to revise any of its provisions. The revised Agreement provides that provisions concerning Level of Service, Concurrency Service Areas, and proportionate-share mitigation may be amended by the County and either the School Board or a majority of the Cities; or the School Board and either the County or a majority of the Cities..

The Agreement is a companion item to the Comprehensive Development Master Plan (CDMP) *Special Amendment to the Comprehensive Development Master Plan Regarding Public School Facilities,* which is scheduled for final public hearing and consideration by the Board on December 20, 2007. The amendments and a draft of the Agreement were transmitted by the Board to the Florida Department of Community Affairs (DCA) in July 2007 and comments were received in October 2007. The DCA had only minor objections to the proposed amendments and only a comment regarding the Agreement. The Miami-Dade County School Board approved the original Agreement, as transmitted to DCA, at a regular Miami-Dade County School Board meeting on November 20, 2007. Should the Board of County Commissioners approve any changes to the original Agreement, the item will need to be reconsidered by the School Board.

The DCA has established a phased submission schedule which requires the amendments to the Agreement to be executed by Miami-Dade County, the School Board and non-exempt municipalities and transmitted to DCA, along with the adopted amendments to the CDMP, no later than January 1, 2008. Failure to meet the January 1, 2008 deadline for the Agreement will result in a prohibition on CDMP amendment that increase residential densities. Additionally, local governments may have state funding for roads, bridges, and water and sewer systems withheld and may be found ineligible for certain state grants. The School Board also may have state funds for school construction withheld. For Miami-Dade County, failure to achieve this deadline could potentially impact the small and standard amendments for the April 2007-2008 CDMP Amendment Cycle.

The attached resolution authorizes the Mayor, or his designee, to execute the Agreement and adhere to the procedures in coordinating land use and public school facilities planning.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: February 5, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Amended Agenda Item No. 8(N)(1)(A)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

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Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 8(N)(1)(A)
2-5-08

RESOLUTION NO. **144-08**

RESOLUTION AUTHORIZING EXECUTION OF THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, CITIES OF MIAMI-DADE COUNTY AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY FOR PUBLIC SCHOOL FACILITY PLANNING

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the attached Amended Interlocal Agreement, for Public School Facility Planning, between Miami-Dade County, the cities of Miami-Dade County, and the Miami-Dade County School Board for the purposes of establishing jointly the specific ways in which the plans and processes of the district school board and local governments are to be coordinated and authorizes the Mayor, or his designee, to execute same on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz
Carlos A. Gimenez
Joe A. Martinez
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of February, 2008. This resolution shall become effective only upon final approval after public hearing of an Amendment to the Miami-Dade County Comprehensive Development Master Plan including resolution of all challenges thereto consistent with the provisions of this Resolution and with the provisions in Sections 162.2177, 163.31777 and 163.3180 of the Florida Statutes.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Dennis A. Kerbel

AMENDED AND RESTATED[1]
INTERLOCAL AGREEMENT
~~**FOR**~~
~~**PUBLIC SCHOOL FACILITY PLANNING**~~
~~**IN MIAMI-DADE COUNTY**~~

This Amended and Restated A~~a~~greement is entered into between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County"), the Municipalities ~~Cities~~ of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Town of Cutler Bay, City of Doral, Village of El Portal, City of Florida City, City of Hialeah, City of Hialeah Gardens, City of Homestead, ~~Village of Indian Creek,~~ Village of Key Biscayne, City of Miami, City of Miami Beach, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Miami Gardens, City of Opa-Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami (hereinafter collectively referred to as "Cities"), and The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "School Board").

RECITALS

WHEREAS, the County, Cities and the School Board recognize their mutual obligation and responsibility for the education, nurturing and general well-being of the children within their respective communities; and,

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

WHEREAS, the County, Cities, and School Board 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 land development, (2) greater efficiency for the school board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools, and (7) improving the quality of education in existing, renovated and proposed schools; and,

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

WHEREAS, the County has jurisdiction over land use and growth management decisions within

[1] The base document includes the 2003 Agreement and Supplemental Agreements, combined into one restated interlocal agreement. ~~Strikethrough~~ and Underline shows changes for the 2007 Amendment to the Agreement. Double ~~Strikethrough~~ and Underline shows changes made between the 2007 Amendment to the Agreement and the 2007 Substitute Amendments to the Agreement.
Highlighted areas reflect the differences between the Revised Interlocal Agreement and the Substitute Interlocal Agreement.

its unincorporated boundaries, including the authority to approve or deny comprehensive plan amendments and rezonings, or other development orders that generate students and impact the school system, and the Cities have similar jurisdiction within their boundaries; 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, the 2005 Florida Legislature adopted Chapter 2005-98, Laws of Florida, codified at Sections 163.31777, 163.3180(13) and 1013.33, Florida Statutes, which, in relevant part, required that all school interlocal agreements be updated to reflect a new statutory mandate to implement public school concurrency; and

WHEREAS, the School Board, County and Cities have further determined that it is necessary and appropriate 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 deficit of capacity and provide capacity for projected new growth, as further specified herein; and

WHEREAS, the County and Cities are entering into this 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 Facilities Work Program"); and

WHEREAS, the School Board has further committed to update and adopt the District Facilities Work Program yearly to add enough capacity in the new fifth year to address projected growth and to adjust the District Facilities Work Program 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 Sections 163.3180(13)(d)2 and 1013.35, Florida Statutes; and

WHEREAS, bBy entering into this Amended and Restated Aagreement, the School Board, County, and the Cities are fulfilling their statutory obligations and requirements recognizing the benefits that will accrue to their citizens and students described above.;

AGREEMENT

NOW THEREFORE, be it mutually agreed between the School Board, the County and the Cities that the following procedures will be followed in coordinating land use and public school facilities planning:

Section 1. Joint Meetings

1.1 Staff Working Group: A Staff Working Group comprised of the Chair of the Board of County ~~Mayor/Manager~~ Commissioners and/or designee, Chair of the School Board ~~Superintendent~~ and/or designee, and City Mayor/Manager and/or their designees will

meet at least on a semi-annual basis to discuss issues and formulate recommendations regarding public education in the School District, and coordination of land use and school facilities planning, including such issues as population and student projections, development trends, a work program for five (5), ten (10) and twenty (20) year intervals and its relationship to the local government comprehensive plans, particularly as it relates to identification of potential school sites in the comprehensive plan's future land use map series, school needs (school capacity and school funding), the implementation of public school concurrency, collocation and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. Representatives from the South Florida Regional Planning Council, the Latin Builders Association and the Builders Association of South Florida will also be invited to attend and participate. ~~The initial m~~Meetings of the working group shall be held ~~within 60 days of the date of execution of the interlocal agreement,~~ upon at least thirty (30) days written advance notice, and shall be coordinated by the School Board Superintendent, or designee~~, provided however, that the School Board staff shall use its best efforts to schedule the initial meeting to occur in a timely manner to provide meaningful participation by local governments in the School Board's 2003-04 planning process~~. The Staff Working Group shall meet no later than March 31 each year to address student enrollment projections, and by April 30 and October 31 of each year to address the public school concurrency management system, and any proposed amendments to the school-related comprehensive plan provisions. The April 30 deadline shall apply where changes are proposed for the County's first comprehensive plan amendment cycle of the following year, and the October 31 deadline shall apply for changes proposed in the second cycle of the following year.

1.2 *Elected Officials Forum:* The School Board Superintendent and/or designee shall coordinate ~~an bi-annual~~ joint workshop sessions at least annually and invite one or more representatives of the County Commission or their designee(s), the governing body of each City or their designee(s), and the School Board or their designee(s). A representative of the South Florida Regional Planning Council will also be invited to attend. The School Board shall provide the meeting invitations with at least thirty (30) days advance written notice of such meeting to the person designated as a contact in this Amended and Restated Agreement. ~~The initial joint workshop session shall be held within six (6) months of the date of the execution of the Interlocal Agreement by all parties, but no later than March 1, 2004 to present, discuss, consider and negotiate modifications or amendments to the Agreement; provided however, that any such modifications and amendments shall be consistent with the statutes governing the Agreement.~~ Modifications and amendments shall be considered by each party to this Amended and Restated Agreement in accordance with Section 1~~-4-~~5, and may be discussed at the joint workshop sessions. The joint workshop sessions provide opportunities for the County Commission, the City Commissions or Councils, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding public education, and coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, public school concurrency, school capacity, school funding, options to reduce the need for additional permanent student stations, and joint use opportunities.

Section 2. Student Enrollment and Population Projections

2.1 In fulfillment of their respective planning duties, the County, Cities, and School Board agree to coordinate their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. Countywide five (5)-year population projections shall be updated at least once every two (2) years by the County. The School Board may enter into a separate agreement with the County for the preparation of student enrollment projections. Updated County and School District data shall be provided at least once every two (2) years for review at the Staff Working Group meeting described at Subsection 1.1.

2.2 The School Board 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 School Board based on development data and agreement with the local governments and the Office of Educational Facilities and SMART Schools Clearinghouse. The School Board may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends using the COHORT Projection Waiver available on the Florida Department of Education website. In formulating such a request, the School Board will coordinate with the Cities and County regarding development trends and future population projections.

2.3 The School Board, working with the County and Cities via the Staff Working Group, will use the information described in subsection 3.4 and any other relevant information provided as part of the requirements of this Amended and Restated ~~Interlocal~~ Agreement, to allocate projected student enrollment by Minor Statistical Areas. ~~The allocation of projected student enrollment will be determined at the first staff meeting described in subsection 1.1.~~

Section 3. Coordinating and Sharing of Information

3.1 *Tentative District Educational Facilities Work ~~Program~~Plan*: By May 31 ~~June 30th~~ of each year, the School Board shall submit to the County and ~~each~~ Cities~~y~~ the tentative district educational facilities prior to adoption by the Board. The tentative plan will be consistent with the requirements of Section 1013.35, Florida Statutes, and include projected student populations geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the five (5)-, ten (10)-, and twenty (20)-year time periods, 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 (5)-year period. The Cities and County shall review and evaluate the tentative plan and comment to the School Board by June 30~~within 60 days~~ on the consistency of the tentative plan with the local comprehensive plan, including its compatibility with the comprehensive plan's future land use map series, and whether a comprehensive plan amendment will be necessary for any proposed educational facility. The School Board shall provide the District's adopted Facilities Work Program to the County and Cities no later than October 20, and it shall be adopted into the County's and Cities' comprehensive plans each year no later than December 1.

3.2 *Educational Plant Survey*: The School Board will remain responsible for reporting and submission of updates. 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 existing land use plans. The Staff Working Group, in accordance with the procedure outlined in Section 3.5, will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, closures of educational facilities, and the consistency of such plans with the local government comprehensive plans and relevant issues including, but not limited to, those listed in subsections 4.3, 7.6, 7.7 and 8.1 of this Amended and Restated Aagreement.

3.3 *Educational Facilities Impact Fee Ordinance*: The County and the School Board shall ~~annually~~ perform a review at least every three (3) years of the Educational Facilities Impact Fee Ordinance, its formula, and the Educational Facilities Impact Fee Methodology and Technical Report, and if appropriate, make recommendations for revisions to the Board of County Commissioners. The first review shall be performed within three (3) years after the effective date of the impact fee ordinance, as amended. Among the goals of this review will be the adjustment of impact fee structure to ensure the full eligible capital costs, as allowed by the governing ordinances, associated with development of public school capacity is included. In reviewing the Educational Facilities Impact Fee Ordinance, ~~(EFIFO)~~ the County and School Board shall employ their best efforts to evaluate a more equitable distribution of impact fee assessments~~, including redistricting to create east/west alignments of benefit districts throughout the County. Such benefit districts should combine urban infill and emerging development areas within the County~~. The School Board and County will ~~are encouraged to~~ provide for local government, industry and citizen participation and input, prior to submitting recommendations to the Board of County Commissioners for substantive revisions to the Educational Facilities Impact Fee Ordinance, its formula, and/or the Educational Facilities Impact Fee Methodology and Technical Report, including the adjustment of impact fee structure or benefit district boundaries.

3.4 *Growth and Development Trends*: By September 30 ~~January 31st~~ of each year, local governments will provide the School Board with a report on growth and development trends within their jurisdiction, based on the most current available data ~~the previous calendar year~~. This report will be in tabular, graphic, and/or textual formats and will include the following:

(a) The type, number, and location of residential units, which have received zoning approval, plat approval or site plan approval;

(b) Information regarding adopted future land use map amendments ~~,~~ which may have an impact on school facilities;

(c) The County shall report to the School Board the school impact fees collected annually on building permit applications. This~~, said~~ report shall include the amount of the fee collected and location of the proposed residential development. The School Board shall report to the County and to each City how the impact fee revenue and all other school contributions have been spent within the Benefit District in which it was collected. All data shall include source information for verification and be provided in a format consistent with other capital expenditures;

(d) Information, if available, regarding the conversion or redevelopment of non-residential structures into residential units that are likely to generate new students~~,~~ and, conversely, information on the number of residential units converted to non-residential uses; and

(e) The identification of any development orders issued that contains a requirement for the provision of a public school site as a condition of development approval.

If at all possible, data required to be submitted in this section should also be sent in a format that can be loaded into the Geographic Information Systems (GIS) database maintained by the School Board.

3.5 *New, Expanded and Renovated School Facilities*: The Staff Working Group shall provide recommendations on the planning of new facilities, additions or renovations for consideration by School Board staff and the School Site Planning and Construction Committee ("SSPCC") in formulating the tentative district educational facilities plan. Likewise, the Staff Working Group shall also provide input and comments, recommendations on the update of the Five-Year Educational Plant Survey and any revisions thereto.

CALENDAR OF KEY ANNUAL DATES

March 31 – Staff Working Group meeting re enrollment projections

April 30 – Staff Working Group Meeting re any proposed amendments to the school-related comprehensive plan provisions proposed for the first County transmittal cycle

May 31 – Planning Forum to review Tentative Capital Plan including but not limited to, new schools, additions, closures, and significant renovations, at a Joint Meeting of the Staff Working Group and the School Site Planning and Construction Committee (SSPCC)

June 30 – Cities and County provide School Board with written comments on Tentative Educational Facilities Plan introduced at Planning Forum

August 31 – School Board provides final proposed Tentative Educational Facilities Plan to County and Cities

September 30 – Cities' and County's Growth Reports to School Board

September 30 – School Board adoption of District's updated Five Year Plan as a part of the Tentative Educational Facilities Plan

October 20 – School Board's provision of copy of adopted version District's updated Five Year Plan to County and Cities

October 31 – Staff Working Group meeting re any proposed amendments to the school-related comprehensive plan provisions proposed for the second County transmittal cycle

December 1 – District's Updated Five Year Plan adopted into Cities' and County's comprehensive plans, and provision of adopted versions to School Board

3.6 *Public School Facilities Element*:

(a) *Initial comprehensive plan amendments related to the Public Schools Facilities Element to satisfy the requirements of Chapter 2005-98, Laws of Florida*: The amendments to the Public School Facilities Element and related amendments to the Capital Improvements Element and the Intergovernmental Coordination Element in the County's and Cities' comprehensive plans ("school-related element amendments" or "school-related element provisions") required to satisfy Chapter 2005-98, Laws of Florida are being adopted into the comprehensive plans of the County and Cities concurrently with the execution of this Amended and Restated Agreement by the County and Cities. 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 with implementing the revised comprehensive plans and the School Board's District Facilities Work Program shall be reviewed by the County and Cities each year, at a Staff Working Group meeting to be held no later than April 30 (County's first comprehensive plan amendment cycle) or October 31 (County's second comprehensive plan amendment cycle), to determine whether updates to the comprehensive plans are required. At a minimum, the District Facilities Work Program shall be updated annually by the addition of a new fifth year as provided in Section 9.3. Any other amendments to the comprehensive plans shall be transmitted in time to allow their adoption concurrently with the update to the District Facilities Work Program, where feasible. Amendments to the comprehensive plans shall be considered in accordance with the County's comprehensive planning cycle.

(c) *School Board review of school-related element amendments*: All school-related element amendments shall be provided to the School Board at least ninety (90) 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 thirty (30) days prior to the local planning agency meeting on the school-related element amendment, or (ii) by attending and providing comments at the local planning agency meeting.

(d) *Countywide consistency of school-related element amendments*: The County's and Cities' school-related element provisions must be consistent with the uniform district-wide public school concurrency system, with each other, and with the School Board's facilities, plans and policies. Each City 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 City 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 public school concurrency system shall be substantially the same as its counterpart in the County comprehensive plan and other Cities' comprehensive plans. If any school-related element amendment is proposed that deviates from the uniform district-wide public school concurrency system, it shall not become effective until the last party adopts it into its comprehensive plan. Such proposals shall be forwarded to the Staff Working Group for review, and the adoption of any such changes shall be timed to coincide with the County's comprehensive plan amendment cycle. Once each City and the County have adopted such a plan amendment and these amendments have all become effective, then the new requirement shall apply countywide. Each City and the County may adopt the District

Facilities Work Program into its comprehensive plan either by reference or by restatement of the relevant portions of that Facilities Work Program, but in no event shall a City or the County attempt to modify that Facilities Work Program. The County and Cities agree to coordinate the timing of approval of school-related element amendments, to the extent that it is feasible to do so. To the extent that a proposed school-related element amendment is inconsistent with this Amended and Restated Agreement, an amendment to this Agreement shall also be required before the amended element becomes effective.

(~~ed~~) Evaluation and Appraisal Report: In addition to the other coordination procedures provided for in this Amended and Restated Agreement, at the time of the Evaluation and Appraisal Report, the County and Cities shall schedule at least one Staff Working Group meeting with the School Board to address needed updates to the school-related comprehensive plan provisions.

Section 4. School Site Selection, Significant Renovations, and Potential School Closures

4.1 The School Board staff has amended ~~shall endeavor to ensure rule making proceedings are completed by the May 14, 2003 meeting, so that final reading is given to the amendment to r~~Rule 6Gx13-2C-1.083, Section II.D. Membership, to expand the membership of its standing School Site Planning and Construction Committee (SSPCC) by four voting members as follows: "a floating member" designated by the City Manager of the most impacted municipality to which the agenda item relates whenever an agenda item concerns any incorporated area of Miami-Dade County, or if it concerns an unincorporated area, this "floating member" shall be a representative from the Community Council for the area ~~geographically nearest municipality~~ most impacted by the agenda item; a representative selected by the Miami-Dade County League of Cities; a Miami-Dade County representative selected by the County Manager or designee;" and "a member of the residential construction industry." For purposes of this Section, a floating member from the most impacted local government shall be defined as the local government jurisdiction in which the proposed project is located. ~~Based upon a projected completion of rule making proceedings by the School Board's May 14, 2003 meeting, the School Board staff shall endeavor to ensure the SSPCC is operational and holds its initial meeting by June 2003, to provide meaningful participation to local governments in the School Board's 2003-04 planning process. In the event that this rule change is not accomplished as required herein, the School Board shall approach the Cities and County and negotiate an amendment to this Agreement with a mutually acceptable alternative means of coordination on all issues herein allocated to the SSPCC.~~ The SSPCC shall review potential sites for new schools and proposals for significant renovation, the location of relocatables or additions to existing buildings, and potential closure of existing schools, and make recommendations on these and all other issues within its purview under the Rule for consideration by School Board staff. The SSPCC shall also:

(a) Host a planning forum, by May 31, as a joint meeting of the Staff Working Group and School Site Planning and Construction Committee on an annual basis or more often as may be needed. For purposes of this forum, the SSPCC shall invite a representative from each of the impacted units of government to participate in the proceedings and to provide input and comments, for consideration by the SSPCC in its deliberations. The forum will review the School Board's acquisition schedule and all other relevant issues addressed in this Amended and Restated Agreement and required

by statute, and will include appropriate staff members of the School Board, at least one staff member of the County and a representative from each of the affected Cities. Based on information gathered during the review, the SSPCC will submit recommendations to the Superintendent or designee for the upcoming year.

(b) Invite a staff representative from each unit of local government affected by an agenda item at any SSPCC meeting throughout the year to attend that meeting. It shall provide a full opportunity for such local government representatives to provide comments, and shall consider those comments in its deliberations. Based on information gathered during the review, the SSPCC will submit recommendations to the Superintendent or designee on these items.

For purposes of this Sub Section, an affected local government shall be defined as follows:

a. Any jurisdiction within fifteen hundred (1,500) feet of the property or improvement; and

b. Any jurisdiction whose utilities are utilized by the School Board property or improvement.

The School Board Superintendent and/or designee shall provide the invitations referenced in this Section 4.1, with at least thirty (30) days advance written notice of such meeting to the person designated as a contact in this Amended and Restated Agreement. The Superintendent or designee shall forward the SSPCC recommendations referenced in this Amended and Restated Agreement to the School Board so that they may be considered by the Board at the time that it deals with the issues to which the recommendations relate.

4.2 When the need for a new school is identified and funded in the District Facilities Work Program ~~district educational facilities plan~~, the SSPCC will ~~develop~~ review a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified and funded in the District Facilities Work Program ~~district educational facilities plan~~ for significant renovation, the location of relocatables, or additions to existing buildings and potential closure and opportunities for collocation will be submitted to the local government with jurisdiction over the use of the land for an informal assessment regarding consistency with the local government comprehensive plan.

4.3 The evaluation of new school sites or significant expansion of student stations at existing schools shall be in accordance with School Board Rule 6Gx13-2C-1.083, as may be amended from time to time and attached hereto as Exhibit 1~~"A"~~. Any proposed amendments to this rule, which may impact upon the terms of this Amended and Restated ~~Interlocal~~ Agreement, shall be submitted to the affected local units of government prior to submission to the SSPCC and to the School Board.

4.4 Pursuant to Section 1013.33(11), Florida Statutes, at least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board 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 School Board within forty-five (45) days if the proposed new school site is consistent with the land use categories as depicted in the future land use map series, as well as the policies of the local government's comprehensive plan. If the site is not consistent, it shall not be used as a school site until and unless otherwise approved by the local government. This preliminary notice does not constitute the local government's determination of consistency pursuant to ~~s~~Section 1013.33(12), Florida Statutes.

Section 5. Supporting Infrastructure

5.1 In conjunction with the preliminary consistency determination described at subsection 4.4 of this Amended and Restated Aagreement, the School Board and affected local governments will jointly determine the need for, and timing of, on-site and off-site improvements necessary to support each new school or the proposed significant expansion ~~renovation~~ of an existing school, in those instances where capacity is being added to accommodate new student populations. Ssignificant expansion ~~renovation~~ shall include construction improvements that result in a greater than five (5) percent increase in student capacity, the location of relocatables ~~portables~~, or additions to existing buildings for high schools with a capacity of more than 2,000 students. For significant expansions to high schools with a capacity of less than 2,000 and for middle schools, the applicable percentage shall be ten (10) percent, and for significant expansions to elementary schools (including K-8 centers), the applicable percentage shall be fifteen (15) percent. The School Board and affected local government will enter into a letter of agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required on-site and off-site improvements related to the expansions and new schools referenced above, respectively.

This section shall not be construed to require the affected local unit of government to bear any costs of infrastructure improvements related to school improvements.

Section 6. Public Education Facilities Site Plan Review

6.1 The School Board and the County will continue to coordinate any and all proposed construction or expansion of public educational facilities, including the general location of new schools in unincorporated Miami-Dade County, with the County's Comprehensive Development Master Plan (CDMP) and local land development regulations in accordance with the review procedures outlined in Miami-Dade County Resolution R-678-06~~R-535-92~~, as adopted on June ~~May~~ 6~~5~~, 2006~~1992~~. as may be modified by the Board of County Commissioners.

6.2 The School Board will coordinate any and all proposed construction or expansion of public educational facilities, including the location of new schools or relocatables, within any City's jurisdiction with that City's adopted comprehensive plan and land development regulations. This coordination shall be accomplished in accordance with the provisions of Sections 1013.33(12) through (15), Florida Statutes. The affected City shall provide all of its comments to the School Board as expeditiously as feasible, and not later than sixty (60) days after receipt of the complete site plan.

Section 7. Local Planning Agency, Comprehensive Plan Amendments, Rezonings, and Developments of Regional Impact ~~evelopment Approvals~~

7.1 In accordance with the requirements of and to the extent required by Section 163.3174(1), Florida Statutes, the County and Cities will invite a staff representative appointed by the School Board~~, as a non-voting member,~~ to attend meetings, on an as needed basis, of their local planning agencies or equivalent agencies that first consider comprehensive plan amendments and rezonings at which comprehensive plan amendments, ~~and~~ rezonings, or Development of Regional Impact proposals or amendments are considered that would, if approved, increase residential density. The County and Cities may~~, at their sole discretion,~~ appoint such School Board representative to the planning agency, and, at their sole discretion, may grant voting status to the School Board representative ~~member~~.

7.2 The School Board will designate a staff representative to serve in an advisory support capacity on the County's staff development review committee, or equivalent body. In addition, the School Board representative will be invited to participate at the meetings of the Cities' staff development review committees, or equivalent body, as appropriate, when comprehensive plan amendments, rezonings or Development of Regional Impact proposals or amendments ~~development and redevelopment proposals~~ are proposed that would create an increase in the number of residential units. It shall be the responsibility of School Board staff to ~~review the potential impact of a proposed (re) development based on current Florida Inventory of School Houses (FISH) capacity (both permanent and relocatables) and~~ be prepared to comment~~convey this information~~ in writing to the local staff development review committees at least five (5) days prior to the meeting or development review committee review, for their consideration. These comments shall include a statement that the application will be subject to public school concurrency review at the plat, site plan or functional equivalent stage, consistent with Section 9 of this Amended and Restated Agreement. ~~The School Board shall only be required to provide such review where the proposed (re) development will result in an increase in FISH capacity (permanent and relocatables) in excess of 115%, except when such review is requested by the local staff development review committee. This figure shall be considered only as a review threshold and shall not be construed to obligate the County or a City to deny a development should the School Board fail to identify options to meet anticipated demand or should the collaborative process described in this Section fail to yield a means to ensure sufficient capacity.~~ A copy of the application~~plans~~ shall be delivered to the School Board representative at least fifteen (15) working days prior to the proposed meeting date, or on the date the agenda is distributed. The School Board's review shall be conducted in accordance with the methods set forth in the ~~p~~Procedures ~~m~~Manual ~~to be~~ adopted in accordance with agreed upon procedures to be developed ~~the provisions set forth in this Amended and Restated Agreement, the current version of which is attached hereto as Exhibit 2 (which shall be revised to be consistent with this Amended and Restated Agreement). The pProcedures mManual was developed and may be amended shall be developed~~ through a collaborative process with the Staff Working Group. ~~and the School Board staff shall use its best efforts to facilitate development of the manual in a timely manner.~~

7.3 The County and the Cities agree to transmit to the School Board copies of proposed comprehensive plan amendments, rezonings, and Development of Regional Impact proposals or amendments ~~land use applications and development proposals~~ that may affect student enrollment, enrollment projections, or school facilities. ~~This requirement applies to amendments to the comprehensive plan future land use map, rezonings, developments of regional impact, and other major residential or mixed-use development projects with a residential component.~~

7.4 Within thirty (30) days after receipt of notification by the local government, which notification shall include development plans, the School Board will advise the local government of the school enrollment impacts anticipated to result from the proposed comprehensive plan amendment, ~~land use application~~ rezoning, or ~~d~~Development of Regional Impact proposals or amendments ~~and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State Requirements for Educational Facilities, and shall be based on current FISH capacity at impacted schools (including permanent and relocatable satisfactory student stations), as well as any proposed student station additions in the area of impact.~~ The

School Board will also include capacity information on approved charter schools that provide relief in the area of impact. The School Board may charge a non-refundable application fee payable to the School Board to reimburse the cost to review comprehensive plans, rezonings and Development of Regional Impact proposals or amendments pursuant to this Section. In that event, payment may be required prior to the commencement of review.

7.5 ~~If sufficient capacity is not available or planned to serve the development at the time of impact, the School Board will determine and specify the options available to it to meet the anticipated student enrollment demand. Alternatively, the School Board, local government, and developer will use their best efforts to collaboratively develop options that aim to provide the capacity to accommodate new students generated from the new residential development. The School Board shall be responsible to review and consider funding options for the incremental increase in the projected number of students which include, but are not limited to, creation of new community development districts pursuant to Chapter 190, Florida Statutes, creation of educational facilities benefit districts as described in Section 1013.355, Florida Statutes, other available broad-based funding mechanisms to fund school capital construction, developer contributions in the form of land donation set asides, monetary contributions, or developer provided facility improvements in lieu of impact fees and other School Board approved measures such as public charter schools, public-private partnerships, or a combination of any of these. In its analysis of need, School Board staff shall also include information on the estimated educational facilities impact fee revenues to be generated by the development, as well as on any other available funding for capital projects specifically intended to mitigate the area of impact.This Section shall not be construed to obligate a City to impose, assess or collect a school impact fee, unless provided by general law. As it relates to the collection of impact fees, this provision shall not be subject to dispute resolution under Section 9 of this Agreement.~~ The review by the School Board staff regarding comprehensive plan amendments, rezonings and Development of Regional Impact proposals or amendments containing residential units shall be classified as "Public Schools Planning Level Review (Schools Planning Level Review)". The Schools Planning Level Review does not constitute public school concurrency review. This Section shall not be construed to obligate a City or County to deny or approve (or to preclude a City or County from approving or denying) an application ~~development should the School Board fail to identify options to meet anticipated demand or should the collaborative process described in this Section fail to yield a means to ensure sufficient capacity~~.

7.6 In the review and consideration of comprehensive plan amendments, rezonings, and ~~d~~Development of Regional Impact proposals or amendments, and their respective potential school impacts, the County and Cities should consider the following issues:

a. School Board comments, which may include available school capacity or planned improvements to increase school capacity, including School Board approved charter schools and operational constraints (e.g., establishment of or modifications to attendance boundaries and controlled choice zones), if any, that may impact school capacity within an area, including public-private partnerships. Failure of the School Board to provide comments to the County or Cities within thirty (30) days as specified in Section 7.4 may be considered by the parties as a response of "no comment." In such a scenario, the County and Cities shall not be obligated to delay final action by the County Commission or City Council;

b. The provision of school sites and facilities within planned neighborhoods;

c. Compatibility of land uses adjacent to existing schools and reserved or proposed school sites;

d. The potential for collocation of parks, recreation and neighborhood facilities with school sites;

e. The potential for linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;

f. Traffic circulation plans that serve schools and the surrounding neighborhood, including off-site signalization, signage, and access improvements; and

g. The general location of public schools proposed in the District Facilities Work Program ~~five-year work plan~~ as well as other available information over a ten (10) and twenty (20)-year time frame.

7.7 In formulating community development plans and programs, the County and Cities should consider the following issues:

a. Giving priority to scheduling capital improvements that are coordinated with and meet the capital needs identified in the District Facilities Work Program ~~School Board District Educational Facilities Plan~~;

b. Providing incentives that promote collaborative efforts between the School Board and the private sector to develop adequate school facilities in residential developments;

c. Targeting community development improvements in older and distressed neighborhoods near existing or proposed School Board owned and operated public schools and School Board approved charter schools; ~~and~~

d. Coordination with neighboring jurisdictions to address public school issues of mutual concern; and~~.~~

e. Approval and funding of community development districts (CDD~~'S~~) and other available funding mechanisms created by state law.

Section 8. Collocation and Shared Use

8.1 Collocation and shared use of facilities are important to both the School Board and local governments. The School Board, ~~and~~ Cities and County will work together, via the Staff Working Group, ~~and~~ the SSPCC, and the Citizens Oversight Committee to look for opportunities to collocate and share use of school facilities and civic facilities when preparing the District Facilities Work Program ~~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, potential opportunities for collocation and shared use with public schools will be considered where compatible for existing or planned libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, the potential for collocation and shared use of school and governmental facilities for joint use by the community will also be considered.

8.2 A separate agreement or an amendment to a master agreement between the School Board and the appropriate local government will be developed for each instance of collocation and shared use, which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that

may arise from collocation and shared use.

8.3 Collocation and shared use as provided for in this Amended and Restated Agreement may include the sharing of county and municipal facilities for student use, such as use of a park for park purposes by students from a neighboring public school, and similarly may include the use of public school facilities by the community.

8.4 In order to maximize the efficient utilization of public funding and to further the collocation and shared use of county and municipal facilities with School Board-owned and operated public schools, local governments are strongly encouraged not to require the provision or enhancement of charter school facilities as a condition of local development approval.

Section 9. Implementation of Public School Concurrency

9.1 This section establishes the mechanisms for coordinating the development, adoption, and amendment of the District Facilities Work Program, as well as the Public School Facilities Elements and the Intergovernmental Coordination and Capital Improvements Elements of the County and Cities' comprehensive plans, in order to implement a uniform districtwide public school concurrency system as required by law.

9.2 The School Board, County and Cities agree to the following principles for public school concurrency in Miami-Dade County:

(a) *Capacity Methodology and Formula for Availability*: The ~~uniform methodology for determining if a particular school is overcapacity shall be determined by the School Board and adopted into the County's and Cities' comprehensive plans. The School Board hereby selects~~ Florida Inventory of School Houses (FISH) capacity shall be used as the uniform methodology to determine the capacity of each school. The capacity and enrollment numbers for each ~~a~~ school shall be determined once a year, in October.

The School Board ~~will~~ shall issue an evaluation report determining whether adequate school capacity exists for a proposed development, based on the adopted Level of Service Standards, concurrency service areas, and other standards set forth in this Amended and Restated Agreement, as follows:

1. Calculate **total school facility capacity** by adding the capacity provided by an existing school facility to the capacity of any planned school facilities programmed to provide relief to that school facility, listed in the first three (3) years of the District Facilities Work Program.

2. Calculate **available school facility capacity** by subtracting from the total school facility capacity the sum of:

a. Current student enrollment (school facility capacity consumed by preexisting development);

b. The portion of reserved capacity having a valid unexpired certificate of concurrency from the School Board; and

c. The portion of previously approved development (vested from concurrency) projected to be developed within three (3) years.

3. Calculate the **proposed development's demand for school facility capacity** by:

a. Applying the student generation ~~rate~~ multiplier (by MSA and Housing Type) to the proposed development to determine its total demand; and

b. Subtracting a credit for the total district-wide enrollment of magnet and charter school facilities as a percentage of the total district enrollment.

4. Subtract the **proposed development's demand for school facility capacity** from the **available school facility capacity** to determine if there is a deficit. If so, repeat the process to determine if school facility capacity is available in any contiguous Concurrency Service Area ("CSA") ~~in the same Geographic Area (Northwest, Northeast, Southwest, or Southeast), which map is attached hereto as Exhibit 2~~.

The School Board may charge a non-refundable application fee payable to the School Board to reimburse the cost to review matters related to public school concurrency. In that event, payment may be required prior to the commencement of review.

In evaluating a final subdivision, site plan, or functional equivalent for concurrency, any relevant programmed improvements in the current year, or Years 2 or 3 of the District Facilities Work Program shall be considered available capacity for the project and factored into the Level of Service analysis. Any relevant programmed improvements in Years 4 or 5 of the District Facilities Work Program shall not be considered available capacity for the project unless funding to accelerate the improvement is assured through the School Board, through proportionate share mitigation or some other means of assuring adequate capacity will be available within three (3) years. Relocatable classrooms may be used by the Miami-Dade County Public School System as an operational solution during replacement, renovation, remodeling or expansion of a public school facility; and in the event of a disaster or emergency which prevents the School Board from using a portion of the affected school facility.

(b) *Level of Service Standards*: Public school concurrency shall be applied on a less than district-wide basis, to concurrency service areas as described in subsection (c), except for Magnet Schools where public school concurrency shall be applied on a district wide basis. Level of Service standards for public school facilities apply to those traditional educational facilities, owned and operated by Miami-Dade County Public Schools, that are required to serve the residential development within their established concurrency service area. Level of Service standards do not apply to charter schools. However, the actual enrollment (October Full Time Equivalent (FTE)) of both magnet and charter schools as a percentage of the total district enrollment ~~will~~shall be credited against the impact of development.

The uniform~~, district-wide~~ Level of Service Standards for Public School Facilities are initially set as follows, and shall be adopted in the County's and Cities' Public School Facilities Elements and Capital Improvements Elements:

1. The adopted Level of Service (LOS) Standard for all Miami-Dade County Public School facilities is 100% FISH Capacity (With Relocatable Classrooms). This LOS Standard, except for Magnet Schools, shall be applicable in each public school concurrency service area (CSA), defined as the public school attendance boundary established by the Miami-Dade County Public Schools.

2. The adopted LOS standard for Magnet Schools is 100% of FISH (With Relocatable Classrooms) which shall be calculated on a district-wide basis.

3. The School Board shall provide to the County and cities: (1) an annual report of all schools that exceed the adopted LOS standard; and (2) an annual report of all capital projects related to school capacity that were due to be completed by the date of the report but that were not completed (hereinafter, "Delayed Capital Projects"). Both reports shall be provided to the local governments no later than May 31 of each yearFor schools that either exceed the adopted LOS standard or have Delayed Capital Projects, the following provisions and modifications to the LOS standard shall apply.

(i) For each school that exceeds the adopted LOS standard, the School Board shall, in addition to all other concurrency requirements, include projects in the first 3 years of the District Facilities Work Program that will provide sufficient additional capacity to each school exceeding the adopted LOS standard. If the District Facilities Work Program fails to include the required capacity project(s), then the LOS standard for each affected school shall be 125% of FISH (with Relocatable Classrooms) until the required capital project is included in the first 3 years of the District Facilities Work Program or is under actual construction.

(ii) For each school with a Delayed Capital Project, the LOS standard shall be 125% of FISH (with Relocatable Classrooms) until the overdue capital project is completed.

4. It is the goal of Miami-Dade County Public Schools and Miami-Dade County for all public school facilities to achieve 100% utilization of Permanent FISH (No Relocatable Classrooms) by January 1, 2018. To help achieve the desired 100% of permanent FISH utilization by 2018, Miami-Dade County Public Schools should continue to decrease the number of relocatable classrooms over time. Public school facilities that achieve 100% utilization of Permanent FISH capacity (No Relocatable Classrooms) should, to the extent possible, no longer utilize relocatable classrooms, except as an operational solution. Beginning January 1, 2013, the Miami-Dade County Public Schools will implement a schedule to eliminate all remaining relocatable classrooms by January 1, 2018.

By December 2010, Miami-Dade County in cooperation with Miami-Dade County Public Schools will assess the viability of modifying the adopted LOS standard to 100% utilization of Permanent FISH (No Relocatable Classrooms) for all CSAs.

5. Relocatable classrooms may be used by the Miami-Dade County Public School System as an operational solution during replacement, renovation, remodeling or expansion of a public school facility; and in the event of a disaster or emergency, which prevents the School Board from using a portion of the affected school facility.

Potential amendments to these LOS Standards shall be considered at least annually at the Staff Working Group meeting to take place no later than April 30 (for the County's first comprehensive plan amendment cycle) or October 31 (for the County's second comprehensive plan amendment cycle) of each year. ~~If there is a consensus to amend any LOS Standard, it shall be accomplished by the execution of an amendment to this Amended and Restated Agreement by all parties and the adoption of amendments to the County's and each City's comprehensive plan. The amended LOS Standard shall not be~~

~~effective until all plan amendments are effective and the amendment to this Amended and Restated Agreement is fully executed.~~ No LOS Standard shall be amended without a showing that the amended LOS Standard is financially feasible and can be achieved and maintained over the five years of the District Facilities Work Program.

After adoption of the District's first Facilities Work Program which was relied on for public school concurrency requirements, capacity shall be maintained within each year of the District's subsequent Facilities Work Program. If the impact of the project will not be felt until Years 2 or 3 of the District Facilities Work Program, then any relevant programmed improvements in those years shall be considered available capacity for the project and factored into the Level of Service analysis. If the impact of the project will not be felt until Years 4 or 5 of the District Facilities Work Program, then any relevant programmed improvements shall not be considered available capacity for the project unless funding of the improvement is assured, through School Board funding, the proportionate share mitigation process, or some other means, and the project is accelerated into the first three (3) years of the District Facilities Work Program.

(c) *Concurrency Service Areas*: The Concurrency Service Area (CSA) shall be the student attendance boundaries for elementary, middle and high schools. The concurrency service area boundaries shall be part of the data and analysis in support of the County's and Cities' comprehensive plans. Concurrency service areas shall maximize capacity utilization, taking into account transportation costs, limiting maximum student travel times, the effect of court-approved desegregation plans, achieving socio-economic, racial, cultural and diversity objectives, and other relevant factors as determined by the School Board's policy on maximization of capacity.

The School Board shall address how capacity has been maximized in the affected concurrency service area. For purposes of this Amended and Restated Agreement, maximization of capacity shall mean any operational or physical adjustment that increases the available capacity of a school or a concurrency service area. Maximization may take into account several factors, including transportation costs, student travel times, socio-economic objectives, and recognition of the timing of capacity commitments. These adjustments may include, but are not limited to, physical changes to the school facility such as expansions or renovations, and operational changes such as staggered schedules, floating teachers, or reassignment of students. The types of physical and operational adjustments to school capacity that will be used in Miami-Dade County, and the circumstances under which they are appropriate, will be determined by the School Board's policy on maximization of capacity, as set forth in the Public School Facilities Element.

Potential amendments to the concurrency service areas, other than periodic adjustments to student attendance boundaries, or to redefine the concurrency service area as a different type of boundary or area shall be considered annually at the Staff Working Group meeting to take place each year no later than April 30 (for the County's first comprehensive plan amendment cycle) or October 31 (for the County's second comprehensive plan amendment cycle), and shall take into account the issue of maximization of capacity. Other considerations for amending the concurrency service areas may include safe access (including factors such as the presence of sidewalks, bicycle paths, turn lanes and signalization, general walkability), diversity, and geographic or manmade constraints to travel. ~~If there is a consensus to change the concurrency service area to a different type of service area or geographic configuration, it shall be accomplished by the execution of an amendment to this Amended and Restated Agreement. The changed concurrency service area shall not be effective until the~~

~~amendment to this Amended and Restated Agreement is fully executed and related amendments to the County and Cities' comprehensive plans are adopted.~~ Proposed amendments to the concurrency service areas shall be presented to the Staff Working Group and incorporated as updated data and analysis in support of the County's and Cities' comprehensive plans. No concurrency service area shall be amended or redefined without a showing that the amended or redefined concurrency service area boundaries are financially feasible and can be achieved and that the adopted LOS Standard can be maintained over the five years of the District Facilities Work Program.

If maximization of capacity has not resulted in sufficient capacity, so that the adoption of the development proposal would result in a failure to meet the Level of Service Standard, and if capacity is available in one or more contiguous concurrency service areas within the first three years of the District Facilities Work Program~~, in the same Geographic Area (Northwest, Northeast, Southwest, Southeast) as the development~~, the School Board, at its discretion, shall determine the contiguous concurrency service area to which the development impacts will be shifted. If there is still not enough capacity to absorb the impacts of the development proposal after maximization of capacity and shifting of impacts, then the School Board ~~will~~ shall notify the local government in writing of the finding, and the local government shall then notify the applicant of the finding.

(d) *Student Generation Multipliers*: The School Board staff, working with the County staff and Cities' staffs, have developed and applied student generation multipliers for residential units by type and Minor Statistical Area for schools of each type, considering past trends in student enrollment in order to project school enrollment. The student generation rates shall be ~~determined~~ developed by the County with input and assistance from the School Board in accordance with professionally accepted methodologies, and shall be ~~updated~~ reviewed at least every three (3) years, ~~inasmuch as possible~~ and updated as necessary. ~~and shall be adopted into the County's and Cities' comprehensive plans~~. The student generation rates and school enrollment projections will be included in the tentative district educational facilities plan provided to the County and Cities each year as specified in Subsection 3.1 of this Amended and Restated Agreement.

The formula to be utilized when determining the number of students generated by a development shall be based on student generation rates calculated as follows:

Total number of students generated =

[Number of Residential Units Generated by Development Proposal (By Housing Type) x

Student Generation Multiplier (by MSA and Housing Type)]

(e) *Concurrency Management System*: The County and Cities shall amend the concurrency management systems in their land development regulations to require that all non-exempt new residential units be reviewed for public school concurrency at the time of final plat or site plan (or functional equivalent), using the coordination processes specified in Section 7 above, within one hundred and twenty (120) days of the effective date of the Comprehensive Plan amendment(s) implementing public school concurrency. In the event that the Comprehensive Plan amendment(s) or amendment(s) to this Amended and Restated Agreement, which are necessary to implement public

school concurrency are challenged, the land development regulations shall be adopted within one hundred and twenty (120) days after the resolution of such challenge. The County or any City may choose to request from the School Board's staff and provide an informational assessment of public school concurrency at the time of preliminary plat or subdivision, but the test of concurrency shall be at final subdivision, site plan (or functional equivalent). The assessment of available capacity by the School Board shall consider maximization of capacity and shifting of impacts as further detailed above. The County and Cities shall not deny a final subdivision or site plan (or functional equivalent) for the failure to achieve and maintain the adopted Level of Service Standard for public school capacity where:

(i) adequate school facilities will be in place or under actual construction within three (3) years after the issuance of the final subdivision or site plan (or functional equivalent); or

(ii) the developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan (or functional equivalent) as provided in Section 9.2(g) below.

However, this Amended and Restated Agreement shall not be construed to limit the authority of any City or the County to deny the final plat or site plan (or functional equivalent) for reasons other than failure to achieve and maintain the adopted Level of Service Standard for public school capacity. The County and Cities, in consultation with the School Board, shall also amend their concurrency management systems in their land development regulations to address public school facilities, so that the annual monitoring reports provided to their governing bodies shall cover schools as well as the other concurrency facilities within one hundred and twenty (120) days of the effective date of this Amended and Restated Agreement.

Upon final action by the City or County regarding the application for final plat, site plan or functional equivalent, the City or County shall send written notice to the School Board indicating that the application was granted final approval or denied. If the application received final approval, the school concurrency approval for the development and anticipated students shall be valid for up to two (2) years, beginning from the date the application received final approval from the City or County, except as may be provided by federal law and as further specified in the applicable concurrency management system regulations, unless otherwise released by the appropriate governing body in which case, within ten (10) business days of the release the appropriate governing body shall notify the School Board of such and request the capacity reservation be cancelled. An extension of the reservation period may be granted when the applicant demonstrates that development has commenced on a timely basis and is continuing in good faith, provided that the total reservation period does not exceed six (6) years, as further specified in the applicable concurrency management system regulations. If the application was denied, the School Board's staff shall deduct from its database the students associated with the application.

(f) *Proportionate Share Mitigation*: The School Board shall establish within the District Facilities Work Program the following standards for the application of proportionate share mitigation:

1. *Student Generation Multipliers* for single family, multi family and mobile home housing types for elementary, middle and high schools. Student Generation Multipliers shall be developed as provided in subsection 9.2(d) above ~~based upon the best available district-specific data and derived by a professionally acceptable methodology acceptable to the School Board~~;

2. *Cost per Student Station estimates* for elementary, middle and high schools mitigation options. The School Board shall utilize average construction costs as the cost per student station, based on the most recent state average Construction Contract Cost Per Student Station by school type as reported annually by the Florida Department of Education in the *Public School Districts Report of Cost of Construction.* If warranted, the estimate may include costs associated with additional land and unusual infrastructure improvements, but development agreements shall identify such additional costs separately from Student Station costs. ~~Such estimates shall include all cost of providing instructional and core capacity including, without limitation, land, design, buildings, equipment and furniture, and site improvements.~~ The cost per student station estimate used for proportionate share mitigation shall not include the cost of ancillary facilities that generally support the School Board and the capital costs associated with the transportation of students ~~shall not be included in the Cost per Student Station estimate used for proportionate share mitigation~~.

3. The *capacity* of each school; and

4. The current and reserved *enrollment* of each school.

The above factors shall be reviewed annually and certified for application for proportionate share mitigation purposes during the period that the District Facilities Work Program is in effect.

In the event that there is not sufficient capacity in the affected or contiguous concurrency service area to address the impacts of a proposed development, the following steps shall apply. Either (i) the project must provide capacity enhancement sufficient to meet its impacts through proportionate share mitigation; or (ii) a condition of approval of the site plan or final plat (or functional equivalent) shall be that the project's impacts shall be phased and building permits shall be delayed to a date when capacity enhancement and Level of Service can be assured; or (iii) the project must not be approved. The school board and the affected local government shall coordinate on the possibility of mitigation.

Options for providing proportionate share mitigation for any approval of additional residential dwelling units that triggers a failure to meet the Level of Service Standard for public school capacity will be specified in the County's and Cities' Public School Facilities Elements. Options shall include the following:

1. Money – Contribute full capital cost of a planned project, or project proposed to be added to the first three (3) years of the District Facilities Work Program, in the affected concurrency service areas, providing sufficient capacity to absorb the excess impacts of the development, on land owned by the School Board or donated by another development.

2. Land - Donate land to and/or capital dollars equal to the cost of impact to the School Board needed for construction of a planned project, or project proposed to be added to the first three (3) years of the District Facilities Work Program in the affected concurrency service areas, and the School Board or some other entity funds the construction of or constructs the project.

3. Construction - Build a planned project, or project proposed to be added to the first three (3) years of the District Facilities Work Program, on land owned by the School Board or donated by another development, with sufficient capacity to absorb the excess impact of the development in the affected concurrency service area. (Usually, projects are more than one classroom).

4. Mix and Match - Combine two or more of these options to provide sufficient capacity to mitigate the estimated impact of the residential development on the affected concurrency service areas.

5. Mitigation banking - Mitigation banking within designated areas based on the construction of a public school facility in exchange for the right to sell capacity credits. Capacity credits shall only be transferred to developments within the same concurrency service area or a contiguous concurrency service area. Mitigation banking shall be administered by the School Board in accordance with the requirements of the concurrency mitigation system.

Proportionate-share mitigation must be acceptable to the School Board, except that if the parties cannot agree on any other options, the County or City shall be entitled, after consultation with the School Board, to accept mitigation in the form of money. Mitigation shall be directed to projects in the first three (3) years of the District Facilities Work Program that the School Board agrees will satisfy the demand created by that development approval.

The amount of mitigation required shall be calculated based on the cost per student station, as defined above, and for each school type (elementary, middle and high) for which there is not sufficient capacity. The Proportionate Share for a development shall be determined by the following formulas:

Number Of New Student Stations Required For Mitigation (By School Type) =
[Number Of Dwelling Units Generated By Development Proposal, By Housing Type x Student Generation Multiplier (By Housing Type And School Type)] – Credit for Districtwide Capacity of Magnet Schools and Charter Schools –
Number of Available Student Stations

Cost of Proportionate Share Mitigation =
Number Of New Student Stations Required For Mitigation (By School Type) x
Cost Per Student Station (By School Type).

The full cost of proportionate share mitigation shall be required from the proposed development.

The local government and the School Board shall consider the evaluation report and the options that may be available for proportionate share mitigation including the amendment of the District Facilities Work Program. If the local government and the

School Board find that options exist for proportionate share mitigation, they shall authorize the preparation of a development agreement and other documentation appropriate to implement the proportionate share mitigation option(s). A legally binding development agreement shall be entered into between the School Board, the relevant local government, and the applicant and executed prior to issuance of the final plat, site plan or functional equivalent. In that agreement, if the School Board accepts the mitigation, the School Board must commit to place the improvement required for mitigation on the first three (3) years of the Five Year Plan. This development agreement shall include the landowner's commitment to continuing renewal of the development agreement until the mitigation is completed as determined by the School Board. This agreement shall also address the amount of the impact fee credit that may be due for the mitigation, and the manner in which it will be credited.

Upon execution of a development agreement among the applicant, the local government and the School Board, the local government may issue a development order for the development. The development order shall condition approval upon compliance with the development agreement.

9.3 **Updates to Public School Concurrency**: The School Board, County and Cities shall use the processes and information sharing mechanisms outlined in this Amended and Restated Agreement to ensure that the uniform district-wide public school concurrency system is updated, the District Facilities Work Program remains financially feasible in the future, and any desired modifications are made. The District's updated Five-Year Plan will be adopted into the County's and Cities' capital improvement elements no later than December 1 of each year.

The School Board shall not amend the District Facilities Work Program as to modify, delay or delete any project that affects student capacity in the first three (3) years of the Five Year Plan unless the School District staff, with the concurrence of a majority of the School Board members, provides written confirmation that:

1. The modification, delay or deletion of a project is required in order to meet the School Board's constitutional obligation to provide a county-wide uniform system of free public schools or other legal obligations imposed by state or federal law; or

2. The modification, delay or deletion of a project is occasioned by unanticipated change in population projections or growth patterns or is required in order to provide needed capacity in a location that has a current greater need than the originally planned location and does not cause the adopted LOS standard to be exceeded in the Concurrency Service Area from which the originally planned project is modified, delayed or deleted; or

3. The project schedule or scope has been modified to address local government concerns, and the modification does not cause the adopted LOS standard to be exceeded in the Concurrency Service Area from which the originally planned project is modified, delayed or deleted; and

4. The Staff Working Group has had the opportunity to review the proposed amendment and has submitted its recommendation to the Superintendent or designee.

The School Board may amend the District Facilities Work Program at any time to add necessary capacity projects to satisfy the provisions of this Agreement. For additions to the District Facilities Work Program, the School Board must demonstrate its ability to maintain its financial feasibility.

9.4 *Exemptions and Vested Development*: The following types of developments shall be exempt from the requirements of public school concurrency:

a. Developments that result in a total impact of less than one (1) student in any level or type of school; and

b. Development with covenants restricting occupancy to exclude school age children (e.g., 55 and over).

The following types of developments shall be considered vested from the requirements of public school concurrency:

a. Developments with a valid, unexpired site plan or final plat or functional equivalent, as of December 31, 2007;

b. Developments that have executed and recorded covenants or have provided monetary mitigation payments, as of December 31, 2007, under the School Board's current voluntary mitigation procedures;

c. Any Development of Regional Impact for which a development order was issued, pursuant to Chapter 380, Florida Statutes, prior to July 1, 2005. Also, any Development of Regional Impact for which an application was submitted prior to May 1, 2005.

Section 10~~9~~. Resolution of Disputes

10~~9~~.1 If the parties to this Amended and Restated A~~a~~greement are unable to resolve any issue in which they may be in disagreement covered in this Amended and Restated A~~a~~greement, the applicable parties to the dispute will employ dispute resolution procedures pursuant to Chapter 164 or Chapter 186, Florida Statutes, as amended from time to time, or any other mutually acceptable means of alternative dispute resolution. Each party shall bear their own attorney's fees and costs.

Section 11~~0~~. Oversight Process

11~~0~~.1 The School Board shall appoint up to nine (9) citizen members, the County and the Miami-Dade County League of Cities shall each appoint up to five (5) citizen members to serve on a committee to monitor implementation of this Amended and Restate~~de interlocal a~~Agreement. The School Board shall organize and staff the meetings of this Citizens Oversight Committee, calling on the Staff Working Group for assistance as needed. It shall provide ~~thirty (30)~~no less than seven (7) days written notice of any meeting to the members of the Citizens Oversight Committee, the Staff Working Group, the SSPCC, County, Cities and to the public. Citizens Oversight Committee members shall be invited by the School Board to attend all meetings referenced in Sections 1 and 4 and shall receive copies of all reports and documents produced pursuant to this Amended and Restated Agreement. The Citizens Oversight

Committee shall appoint a chairperson, meet at least annually, and report to participating local governments, the School Board and the general public on the effectiveness with which the interlocal agreement is being implemented. At least sixty (60) days prior to the annual meeting of the Citizens Oversight Committee, the Staff Working Group and the SSPCC shall each submit an annual report regarding the status of the implementation and effectiveness of the Agreement. These annual reports shall additionally be distributed to all parties to this Amended and Restated Agreement. Meetings of the Citizens Oversight Committee shall be conducted as public meetings, and provide opportunities for public participation. The Citizens Oversight Committee shall adopt bylaws that shall govern its operation.

Section 12~~1~~. Effective Date and Term

This Amended and Restated Agreement shall take effect upon the date of publication of a Notice of Intent to find it consistent with the requirements of Section 163.31777(2), Florida Statutes. This Amended and Restated may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and be the agreement between the parties. ~~This Agreement shall become effective upon the signatures of the School Board and County, and shall remain in full force and effect for a period of five (5) years from the effective date. The execution of the Agreement by each City shall make it effective as to that City.~~ The failure of any party to execute the Agreement by January 1, 2008 ~~March 1, 2003~~ may subject that party to penalties as provided by statute. This Amended and Restated Agreement may be amended by mutual adoption by all parties, at the yearly joint meeting or as the situation warrants. This Amended and Restated Agreement may be earlier cancelled by mutual agreement of individual Cities or County and the School Board, unless otherwise cancelled as provided or allowed by law. In such a case, the withdrawing party/ies and the School Board may be subject to sanctions from the Administration Commission and the Florida Department of Education, unless they enter into a separate agreement within 30 days that satisfies all of the relevant requirements of Florida Statutes. Any separate agreement must be consistent with the uniform district-wide public school concurrency system. ~~This Agreement may be extended upon the mutual consent of the parties to this Agreement for an additional five (5) years, on the same terms and conditions as provided herein, provided that the party seeking an extension gives written notice to the other parties of such intent to extend no later than one (1) year prior to the expiration of the then current term, and the other parties agree in writing to such extension. Extensions shall be valid as to those parties consenting in writing thereto, even if not all parties hereto so consent.~~

Section 13~~2~~. Severability

If any item or provision of this Amended and Restated Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Amended and Restated Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 14~~3~~. Notice and General Conditions

A. All notices which may be given pursuant to this Amended and Restated Agreement, except notices for meetings provided for elsewhere herein ~~this Agreement~~, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or

as the same may be changed in writing from time to time. 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.

City Manager
City of Aventura
19200 West Country Club Drive
Aventura, Florida 33180
~~Phone: (305) 446-8910~~
~~Fax: (305) 466-8919~~

Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154
City Manager
City of Coral Gables
P.O. Box 141549
Coral Gables, Florida 33114-1549

Town Manager
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

City Manager
City of Doral
8300 NW 53rd Street, Suite 100
Doral, FL 33166

Mayor
Village of El Portal
500 N.E. 87 Street
El Portal, Florida 33138-3517

Mayor
City of Florida City
P.O. Box 343570
Florida City, Florida 33034-0570

Mayor
City of Hialeah
P.O. Box 110040
Hialeah, Florida 33011-0040

Chief Zoning Offi~~cer~~cial
City of Hialeah Gardens
10001 N.W. 87 Avenue
Hialeah, Gardens, Florida 33016

City Manager
City of Homestead
790 North Homestead Boulevard
Homestead, Florida 33030

Village Manager
Village of Indian Creek
9080 Bay Drive
Indian Creek Village, Florida 33154

Village Manager
Village of Key Biscayne
85 West McIntyre Street
Key Biscayne, Florida 33149

City Manager
City of Miami
3500 Pan American Drive
Miami, Florida 33133

City Manager
City of Miami Beach
City Hall
1700 Convention Center Drive
Miami Beach, Florida 33139

City Manager
City of Miami Gardens
1515 NW 167th Street, Suite 200
Miami Gardens, FL 33169

Town Manager
Town of Miami Lakes
6853 Main Street
Miami Lakes, Florida 33014

Village Manager
Village of Miami Shores
10050 N.E. Second Avenue
Miami Shores, Florida 33138

City of Miami Springs
201 Westward Drive
Miami Springs, Florida 33166-5259

City Manager
City of North Bay Village
7903 East Drive
North Bay Village, Florida 33141

City Manager
City of North Miami
776 N.E. 125 Street
North Miami, Florida 33161

City Manager
City of North Miami Beach
17011 N.E. 19 Avenue
North Miami Beach, Florida 33162

Director of Community Development and Planning
City of Opa-Locka
777 Sharazad Boulevard
Opa-Locka, Florida 33054

Village Attorney
The Village of Palmetto Bay
3225 Aviation Avenue, Suite 301
Miami, Florida 33133

Planning Director
Village of Pinecrest
12645 Pinecrest Parkway~~11551 S. Dixie Highway~~
Pinecrest, Florida 33156

City Manager
City of South Miami
6130 Sunset Drive
South Miami, Florida 33143

Deputy City Attorney
City of Sunny Isles Beach
17070 Collins Avenue
Sunny Isles Beach, Florida 33160

Mayor
City of Sweetwater
500 S.W. 109 Avenue
Sweetwater, Florida 33174-1398

City Manager
City of West Miami
901 S.W. 62 Avenue
West Miami, Florida 33144

Miami-Dade County
Director Department of Planning & Zoning
111 N.W. First Street
Miami, Florida 33128

Superintendent
The School Board of Miami-Dade County, Florida
1450 N. E. 2 Avenue, Room 912
Miami, Florida 33132

B. Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Amended and Restated Agreement.

Section 154. Merger Clause

This Amended and Restated ~~Interlocal~~ Agreement, together with the Exhibits hereto, sets forth the entire agreement between the parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Amended and Restated Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herein. The Exhibits to this Amended and Restated Agreement will be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Amended and Restated Agreement and the provisions in the incorporated Exhibits, then Amended and Restated Agreement will prevail.

Section 16. Amendments

Amendments to this Amended and Restated Agreement shall be accomplished by adoption of an amendment to this Amended and Restated Agreement and, where applicable, an amendment to the respective comprehensive plans, by: the School Board and the County and a majority of the Cities; or the School Board and two-thirds of the Cities; or the County and two-thirds of the Cities. It is provided, however, that amendments affecting matters that are within the exclusive purview of the School Board, including without limitation the District Facilities Work Program, shall require the agreement of the School Board. An amendment shall not be effective until the amendment is fully executed by the agreeing parties and, where applicable, all comprehensive plan amendments are effective. Any amendment to this Amended and Restated Agreement requested by a local legislative body of the County or a participating municipality will be placed on a School Board Agenda for consideration within sixty (60) days of the School Board's receipt of such request. Likewise, any amendments to this Amended and Restated Agreement requested by the School Board will be placed on the agenda of the local legislative body of the County and participating municipalities for consideration, within sixty (60) days of receipt of the request.

Section 1765 Counterparts Clause

This Amended and Restated~~Interlocal~~ Agreement may be executed in counterparts and facsimiles shall constitute best evidence for all purposes.

Section 18~~76~~. Supplementary Agreements

All parties to this Amended and Restated~~Interlocal~~ Agreement stipulate that the School Board may enter into Supplementary Agreements with individual municipalities to address individual circumstances. Any such Supplementary Agreement shall be consistent with the statutes governing this Amended and Restated~~Interlocal~~ Agreement.

Section 19~~87~~. Favored Nations

Should the School Board enter into an agreement with another municipality or County, separate or otherwise, which provides more beneficial terms than those agreed to herein, the School Board shall offer the same terms to all other parties to this Amended and Restated~~Interlocal~~ Agreement.

Section 20~~19~~8. Exempt or Waived Municipalities

19~~8~~.1. In cases where a municipality or other unit of local government (that is not a party to this Amended and Restated Agreement by virtue of statutory exemption or waiver) and whose decisions and/or actions with respect to development within the municipality's or unit of local government's jurisdiction, may impact on municipalities or units of local government which are parties to this Amended and Restated Agreement, the School Board agrees to contact, through its representatives or appropriate designees, these non-parties and invite them to become signatories to this Amended and Restated Agreement. Failure to secure a response or to have non-signatories become signatories to this Amended and Restated Agreement shall neither constitute, nor be considered, a breach of this Amended and Restated Agreement.

19~~8~~.2 This section shall not be interpreted to prevent exempt or waived municipalities from participating in the processes under this Amended and Restated~~e~~ Agreement ~~and the First Supplemental Agreement~~ as they may relate to any public school facilities located in unincorporated Miami-Dade County.

Section 21~~0~~. 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 Amended and Restated Agreement. None of the parties intend to directly or substantially benefit a third party by this Amended and Restated Agreement. The parties agree that there are no third party beneficiaries to this Amended and Restated Agreement, and that no third party shall be entitled to assert a claim against any of the parties based upon this 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.

IN WITNESS WHEREOF, this Amended and Restated Interlocal Agreement has been executed by and on behalf of Miami-Dade County, the Cities of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Town of Cutler Bay, City of Doral, Village of El Portal, City of Florida City, City of Hialeah, City of Hialeah Gardens, City of Homestead, ~~Village of Indian Creek~~, Village of Key Biscayne, City of Miami, City of Miami Beach, City of Miami Gardens, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the

City of West Miami, and the School Board of Miami-Dade County, Florida, on this _____ day of _____, 2003~~7~~.

The School Board of Miami Dade County, Florida

Attest:_____ (print)

By:_____

_____, Chair

Attest: _____ (print)

By:_____

_____, Secretary

Approved as to form:

_____
School Board Attorney

Signature page to be provided by each municipality.

GLOSSARY

Contiguous Concurrency Service Areas: Concurrency Service Areas which are contiguous and touch along one side of their outside geographic boundary.

Affected Local Government: Any jurisdiction within 1,500 feet of, or whose utilities are utilized by the property or improvement under consideration by the School Board.

Ancillary Facilities: The building, site and site improvements necessary to provide support services to the School Board's educational program including, but not limited to vehicle storage and maintenance, warehouses or administrative buildings.

Applicant: For the purposes of school concurrency, any person or entity undertaking a residential development.

Attendance Boundary: The geographic area which is established to identify the public school assignment of students residing within that area.

Available Capacity: Existing school capacity which is available within a Concurrency Service Area including any new school capacity that will be in place or under actual construction, as identified in the first three years of the School District's Five Year Capital Plan.

Cities: The municipalities within Miami-Dade County, except those that are exempt from the Public School Facilities Element, pursuant to Section 163.3177(12), F.S.

Comprehensive Plan: As provided by Section 163.3164(4), F.S., as amended, a plan that meets the requirements of 163.3177 and 163.3178, F.S.

Concurrency: As provided for in Florida Administrative Code Rule 9J-5.003, the necessary public facilities and services to maintain the adopted level of service standards are available when the impacts of development occur.

Concurrency Service Area (CSA): A geographic area in which the level of service for schools is measured when an application for residential development is reviewed for school concurrency purposes.

Consistency: See Section 163.3194, F.S.

Development Order: As provided by Section 163.3164(7), F.S., as amended, any order granting, or granting with conditions, an application for a development permit.

Educational Facility: The buildings and equipment, structures and special educational use areas that are built, installed or established to serve educational purposes only.

Educational Plant Survey: a systematic study of schools conducted at least every five years and submitted to the DOE for review and validation. The survey includes an inventory of existing educational and ancillary plants, and recommendations for future needs.

Evaluation Report: A report prepared by the School District, identifying if school capacity is available to serve a residential project, and if capacity exists, whether the proposed development is conceptually approved or vested.

Exempt Local Government: A municipality which is not required to participate in school concurrency when meeting all the requirements for having no significant impact on school enrollment, per Section 163.3177(12)(b), F.S., or because it has received a waiver from the Department of Community Affairs per Section 163.31777(1)(c), F.S.

Financial Feasibility: As provided in Section 163.3164(32), F.S., as amended, sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of a 5-year capital improvement schedule for financing capital improvements, such as ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees, and Applicant contributions, which are adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted level of service standards are achieved and maintained within the period covered by the 5-year schedule of capital improvements.

Five Year Plan: School District's annual comprehensive capital planning document, that includes long range planning for facility needs over a five-year, ten-year and twenty-year planning horizon. The adopted School District's Five-Year Work Program and Capital Budget as authorized by Section 1013.35, F.S.

Florida Inventory of School Houses (FISH) – Permanent Capacity: The report of the permanent capacity of existing public school facilities. The FISH capacity is the number of students that may be housed in a facility (school) at any given time based on a percentage of the total number of existing student stations and a designated size for each program.

~~**Geographic Area:** One of four quadrants (Northwest, Northeast, Southwest, Southeast) of Miami-Dade County as depicted in Exhibit 3 (attached).~~

Level of Service (LOS) Standard: As provided for in the Florida Administrative Code Rule 9J-5.003, an indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility.

Local Governments: Miami-Dade County and/or the Cities located within its boundary.

Maximize Capacity Utilization: The use of student capacity in each CSA to the greatest extent possible, based on the adopted level of service and the total number of permanent student stations according to the FISH inventory, taking into account special considerations such as, core capacity, special programs, transportation costs, geographic impediments, court-ordered desegregation, and class size reduction requirements to prevent disparate enrollment levels between schools of the same type (elementary, middle, high) and provide an equitable distribution of student enrollment district-wide.

Permanent School District Facilities: An area within a school that provides instructional space for the maximum number of students in core-curricula courses which are assigned to a teacher based on the constitutional amendment for class size reduction and is not moveable.

Permanent Student Station: The floor area in a permanent classroom required to house a student in an instructional program, as determined by the FDOE.

Proportionate Share Mitigation: An Applicant improvement or contribution identified in a binding and enforceable agreement between the Applicant, the School Board and the Local Government with jurisdiction over the approval of the plat, site plan or functional equivalent provide compensation for the additional demand on public school facilities caused by the residential development of the property, as set forth in Section 163.3180(13)(e), F.S.

Public School Facilities: Facilities for the education of children from pre-kindergarten through twelfth grade operated by the School District.

School Board: The governing body of the School District, a political subdivision of the State of Florida and a body corporate pursuant to Section 1001.40, F.S.

School District of Miami-Dade County: The School District created and existing pursuant to Section 4, Article IX of the State of Florida Constitution.

Student Generation Multiplier (SGM): A rate used to calculate the number of students by school type (elementary, middle, high) and housing type (single-family, multifamily, etc.) that can be anticipated from a new residential development.

Type of School: Schools providing the same level of education, i.e. elementary, middle, high school, or other combination of grade levels.

Utilization: A ratio showing the comparison of the total number of students enrolled to the overall capacity of a public school facility within a Concurrency Service Area (CSA).

Exhibit 1

Miami-Dade County School Board Rule 6Gx13- 2C-1.083

~~**Exhibit 2**~~

~~Map of Geographic Areas~~