

MEMORANDUM

Agenda Item No. 8(L)(1)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: June 6, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving a Public School Concurrency Proportionate Share Mitigation Development Agreement between Miami-Dade County, the School Board of Miami-Dade County and applicant, Angelica Brown and Orlando Fernandez, to address public school concurrency; and authorizing the County Mayor to execute said agreement

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.



Abigail Price-Williams
County Attorney



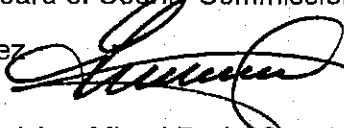
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Memorandum



Date: June 6, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing Miami-Dade County to enter into a Public School Concurrency Proportionate Share Mitigation Development Agreement with the School Board of Miami-Dade County, Florida and the Applicant, Angelica Brown and Orlando Fernandez

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's designee to enter into a Public School Concurrency Proportionate Share Mitigation Development Agreement (Agreement) with the School Board of Miami-Dade County, Florida (School Board) and the Applicant, Angelica Brown and Orlando Fernandez, which would allow the Applicant to construct 20 detached single-family residential units.

The Agreement is consistent with the requirements of the Interlocal Agreement (Interlocal) for Public School Facility Planning between Miami-Dade County and the School Board dated May 7, 2009.

Scope

The proposed Agreement will have an impact on Commission District 9, which is represented by Commissioner Dennis C. Moss.

Fiscal Impact/Funding Source

The Agreement will not have a fiscal impact on Miami-Dade County as it will not result in additional staffing needs or create future operational costs.

Track Record/Monitor

The Assistant Director of the Planning Division in the Department of Regulatory and Economic Resources, Jerry Bell, AICP, will administer and monitor the implementation of the Agreement.

Background

Chapter 163.3180 of the Florida Statutes requires local governments that apply concurrency to public education facilities to include principles, guidelines, standards, and strategies, such as adopted levels of service, in their comprehensive plans and interlocal agreements. On April 21, 2009, the Board approved Resolution No. R-423-09, which authorized to execute the Interlocal for Public School Facility Planning that would implement public school concurrency and coordinate the approval of residential development with the provision of adequate public school facilities. The County and the School Board entered into the Interlocal for Public School Facility Planning on May 7, 2009.

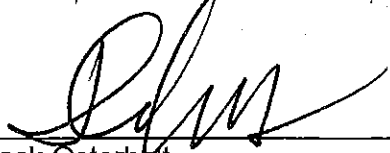
On April 6, 2016, Angelica Brown and Orlando Fernandez, as Applicant, filed with Miami-Dade County a Tentative Plat, Plat No. 22405, seeking to develop 20 detached single-family residential units in the vicinity of SW 226 Street and SW 125 Avenue. Miami-Dade County Public Schools reviewed the proposed development and determined that the required public school level of service for elementary schools would not be met, pursuant to the following:

- 1) Adequate school facility capacity is not available for four (4) elementary school students anticipated to be generated by the proposed residential dwelling units, at the level of service standard within the applicable Concurrency Service Area.

- 2) The needed school facility capacity for the applicable Concurrency Service Area is not available in any contiguous Concurrency Service Areas within the same geographic area.
- 3) Available school facility capacity will not be in place or under actual construction within three (3) years after the approval of the development proposal.

Pursuant to the Interlocal for Public School Facility Planning, the property owners are required to mitigate their impacts, where new residential dwelling units will result in a failure to achieve the adopted level of service standard. In order to mitigate the impact and proceed with the development, the attached Agreement is required. The Interlocal for Public School Facility Planning requires that the School Board, the County and the Applicant approve the Agreement.

The demand for public school created by the proposed development would result in a deficit of four (4) elementary school student stations that must be mitigated for the project to proceed. The Applicant has elected to satisfy its Monetary Proportionate Share Mitigation requirement under this Agreement through the purchase of available student stations from a Mitigation Bank. This Mitigation Bank, a public school project comprised of one (1) elementary classroom consisting of 22 student stations, was created by Karis Village, LLC, was authorized and approved by the School Board on August 9, 2016, and was approved by the Board on September 7, 2016. The attached Agreement requires the Applicant, Angelica Brown and Orlando Fernandez, to provide Monetary Proportionate Share Mitigation equivalent to the full capital cost of \$90,176.00 for four (4) elementary student stations, which will be added to the first three (3) years of the School District's Facilities Work Program. The School District will use these funds toward the completion of one elementary school classroom at Caribbean K-8 Center, 11990 SW 200 Street, Miami, FL.



Jack Osterhoff
Deputy Mayor

Attachment



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: June 6, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(1)

Please note any items checked.

- "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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(1)
6-6-17

RESOLUTION NO. _____

RESOLUTION APPROVING A PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE SCHOOL BOARD OF MIAMI-DADE COUNTY AND APPLICANT, ANGELICA BROWN AND ORLANDO FERNANDEZ, TO ADDRESS PUBLIC SCHOOL CONCURRENCY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID AGREEMENT

WHEREAS, Chapter 163.3180, Florida Statutes requires local governments that apply concurrency to public education facilities to include principles, guidelines, standards, and strategies, including adopted levels of service in their comprehensive plans and interlocal agreements; and

WHEREAS, Objective EDU-2 of the Educational Element of Miami-Dade County's Comprehensive Development Master Plan (CDMP) sets forth the County's concurrency standards, as required by State law, and Policies CIE-3C and EDU-2A of the Miami-Dade County CDMP establish level of service standards for public schools; and

WHEREAS, Miami-Dade County and the School Board of Miami-Dade County, Florida, entered into an Interlocal Agreement for Public School Facility Planning, which was adopted by the County by Resolution No. R-423-09, setting forth more detailed standards for satisfying public school concurrency requirements; and

WHEREAS, Section 9.2(e) of that Interlocal Agreement requires review for public school concurrency at time of application for final plat, site plan or functional equivalent; and

WHEREAS, on April 6, 2016, Angelica Brown and Orlando Fernandez (Applicant), filed with the County a Tentative Plat, Plat #22405, seeking to develop 20 detached single-family residential units (Proposed Development) in the vicinity of SW 226 Street and SW 125 Avenue; and

WHEREAS, the School Board reviewed the impact of the Proposed Development on each of the three school levels (elementary, middle and senior high schools) and determined that the Proposed Development does not meet the level of service standard and that adequate public school facility capacity is not available or programmed within the next three years for four (4) of the elementary school students generated by the Proposed Development; and

WHEREAS, for an application that fails to achieve or maintain the level of service standard for public school concurrency, the CDMP and the Interlocal Agreement provide for public school concurrency to be satisfied through several options for proportionate share mitigation, which require the Applicant to execute a legally binding commitment to provide mitigation proportionate to the deficiency demand that the Proposed Development creates for public school facilities; and

WHEREAS, where proportionate share mitigation is required, Section 9.2(e) of the Interlocal Agreement and CDMP Policy EDU-2C(b) require a Public School Concurrency Proportionate Share Mitigation Development Agreement to be entered into between the School Board, the Board of County Commissioners, and the Applicant prior to issuance of the final plat, site plan or functional equivalent; and

WHEREAS, the Applicant agreed to the terms of the attached Public School Concurrency Proportionate Share Mitigation Development Agreement, which provides for the applicant to satisfy its Monetary Proportionate Share Mitigation requirements through the purchase of four (4) available students stations from a Mitigation Bank, created by Karis Village, LLC; and

WHEREAS, the Applicant agrees to pay the full capital cost of four (4) student stations, from the public school project, comprised of one elementary school classroom of twenty-two (22) students stations, the monetary proportionate share mitigation, which will be added to the first three (3) years of the School District's Facilities Work Program, to address deficiencies in the elementary public school level of service standard as a result of the Proposed Development; and

WHEREAS, the parties agree that the monetary proportionate share mitigation funds shall be used by the School District to provide for the creation of one classroom of twenty-two (22) elementary school student stations at Caribbean K-8 Center, 11990 SW 200 Street, Miami-Dade County; and

WHEREAS, the Public School Concurrency Proportionate Share Mitigation Development Agreement requires the Applicant to execute said Agreement by March 1, 2017; and

WHEREAS, the School Board authorized execution of the Public School Concurrency Proportionate Share Mitigation Development Agreement on March 15, 2017,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Public School Concurrency Proportionate Share Mitigation Development Agreement, in substantially the form attached hereto, as Exhibit A, between Miami-Dade County, the School Board of Miami-Dade County, Florida, and the Applicant, Angelica Brown and Orlando Fernandez, to address public school concurrency, and authorizes the County Mayor or County Mayor's designee to execute said agreement.

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:

Esteban L. Bovo, Jr., Chairman

Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro

Daniella Levine Cava

Jose "Pepe" Diaz

Sally A. Heyman

Barbara J. Jordan

Joe A. Martinez

Jean Monestime

Dennis C. Moss

Rebeca Sosa

Sen. Javier D. Souto

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of June, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

This instrument prepared by
Ana Rijo-Conde
Miami-Dade County Public Schools
1450 NE 2 Avenue, Room 525
Miami, Florida 33132

After Recording return to:
Ana R. Craft, Esquire
School Board Attorney's Office
1450 NE 2nd Avenue, #430
Miami, FL 33132

PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT

**THIS PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE
MITIGATION DEVELOPMENT AGREEMENT** ("Agreement"), is made and
entered this _____ day of _____, 20__, by and between **THE
SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and
political subdivision of the State of Florida, hereinafter referred to as "**School Board**" or
"**School District**," whose address is 1450 NE 2ND Avenue, Miami, Florida 33132;
MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter
referred to as "**County**", whose address is 111 NW First Street, Miami, Florida 33128;
and **ANGELICA BROWN**, a single woman and **ORLANDO FERNANDEZ**, a single
man, hereinafter referred to as "**Applicant** or "**Property Owner**," whose address is
16259 SW 88 Street, Miami, FL 33193, collectively referred to herein as the "**Parties**."

RECITALS:

WHEREAS, the Applicant is the fee simple owner of that certain tract of land
(Folio # 3069130100200) located in the County, as more particularly described on
Exhibit "A" (the "**Property**"), and as further illustrated within a Sketch To Accompany

A Legal Description, certified to the School Board (**Exhibit "B"**), with both Exhibits attached hereto and incorporated herein and

WHEREAS, the Applicant has submitted an application seeking approval to develop no more than 20 residential dwelling units on the Property (the "**Development Proposal**"); and

WHEREAS, the School Board and the County entered into that certain Interlocal Agreement for Public School Facility Planning Between Miami-Dade County And Miami-Dade County Public Schools, dated May 4, 2009 (adopted and executed by the County on May 7, 2009), to implement public school concurrency and to coordinate the approval of residential development with the provision of adequate public school facilities ("**ILA**"), incorporated herein by reference; and

WHEREAS, the Applicant has filed a T-Plat Application with the County (T-22405 dated April 6, 2016) incorporated herein by reference, which requires School Facility Capacity availability for each student generated by the Development Proposal at each of the three school levels (i.e. elementary, middle and senior high school); and

WHEREAS, the Parties agree that: (1) adequate School Facility Capacity is not available for four (4) of the elementary students generated by the proposed residential dwelling units, at the Level of Service Standard within the Concurrency Service Area in which the Development Proposal is located, to accommodate the anticipated number of public school students that the Development Proposal will generate; (2) the needed School Facility Capacity for the applicable Concurrency Service Area is not available in any contiguous Concurrency Service Areas within the same Geographic Area; and (3)

available School Facility Capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, the Parties agree that authorizing these new residential dwelling units will result in a failure of the Level of Service Standard for School Facility Capacity in the applicable Concurrency Service Area, or will exacerbate existing deficiencies in Level of Service Standards; and

WHEREAS, the Parties agree that Public School Concurrency shall be satisfied by the Applicant's execution of this legally binding Agreement and full compliance therewith, to provide mitigation proportionate to the demand for Public School Facilities to be created by these new residential dwelling units; and

WHEREAS, the School Board, at its meeting of August 10, 2016 (Agenda Item F-4), authorized entering into a Public School Concurrency Proportionate Share Mitigation Development Agreement between the School Board, the County and Karis Village, LLC, a Florida Limited Liability Company (hereinafter referred to as "**Karis Village**"), which agreement is incorporated herein by reference (the "**KARIS VILLAGE, LLC Agreement**"); and

WHEREAS, as a part of the **KARIS VILLAGE, LLC Agreement**, the School Board authorized the creation and establishment of the **KARIS VILLAGE, LLC Mitigation Bank**, hereinafter referred to as "**Mitigation Bank**" or "**Mitigation Bank #2016-006**"; and

WHEREAS, the Parties agree that the Applicant has selected as its Proportionate Share Mitigation option, the purchase of four (4) banked seats (“**Monetary Proportionate Share Mitigation**”) from Mitigation Bank #2016-006, subject to contingencies set forth below; and

WHEREAS, the Parties further agree that the Applicant shall pay the Monetary Proportionate Share Mitigation funds as further required herein; and

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized the execution of this Agreement in accordance with Board Item F-2, Board Action No. _____, at its meeting of March 15, 2017; and

WHEREAS, the Board of County Commissioners, at its meeting of _____, 2017, duly passed and adopted on that date, Resolution No. _____, authorizing the appropriate County officials to enter into this Agreement; and

WHEREAS, the Applicant has duly approved this Agreement, and represented to the School Board and to the County, and hereby confirms, that Angelica Brown, a single woman and Orlando Fernandez, a single man has been and are hereby fully authorized to execute this Agreement.

NOW, THEREFORE, in Consideration of the Sum of Ten Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. **DEFINITION OF MATERIAL TERMS.** Any terms that are not defined herein are defined as set forth in the ILA or in the KARIS VILLAGE, LLC Agreement. In the event of a conflict between the ILA, the KARIS VILLAGE, LLC Agreement and this Agreement, the ILA shall control.

3. **LEGALLY BINDING COMMITMENT.** The Parties agree that this Agreement constitutes a legally binding commitment by the Applicant to provide Monetary Proportionate Share Mitigation for the Development Proposal for the Property sought to be approved by the Applicant.

4. **MONETARY PROPORTIONATE SHARE MITIGATION.** The Parties agree that the Applicant has elected to satisfy its Monetary Proportionate Share Mitigation requirement under this Agreement through the purchase of available student stations from the Mitigation Bank (“Capacity Credits” or “Banked Seats”) by the Applicant and transfer thereto. The purchase price of the Banked Seat(s) has been established at Twenty Two Thousand Five Hundred Forty Four Dollars (\$22,544) per seat. As such, the amount of the Monetary Proportionate Share Mitigation under this option shall be Ninety Thousand One Hundred Seventy Six Dollars (\$90,176) (i.e. 4 seats x \$22,544 purchase price of a Banked Seat = Monetary Proportionate Share Mitigation payment of \$90,176). The Monetary Proportionate Share Mitigation funds shall be used

by the School District towards the creation of twenty-two (22) elementary school student stations at the Caribbean K-8 Center (the “**School Project**”).

A. **Payment:** The Parties to this Agreement covenant and agree that the Applicant will make its Monetary Proportionate Share Mitigation payment to the School Board within ten (10) calendar days after the School Board approval of the Agreement. Payment of the cost of the Banked Seats, in the amount of Ninety Thousand One Hundred Seventy Six Dollars (\$90,176), shall be by cashier check, wire transfer or any other method of payment acceptable to the School Board’s Office of Treasury Management (“**Capacity Credits Purchase Funds**”). The Monetary Proportionate Share Mitigation payment shall be non-refundable after issuance of Finding, as defined under Section 4B hereof.

B. **Issuance of Finding:** Upon the full execution of this Agreement by all appropriate Parties and receipt by the School District of the Capacity Credits Purchase Funds, and transfer of Capacity Credits to the Applicant, the School District shall issue a Finding of Available School Facility Capacity (“**Finding**”) pursuant to the ILA. The duration and effect of this Finding shall be in accordance with the ILA. However, in no event shall this Finding, or any allocation of student seats based on this Finding (“**School Concurrency Allocation**”), continue to be effective if the Applicant fails to perform his/her/its obligations under this Agreement. Conversely, once Applicant has completely performed his/her/its obligations under this Agreement, Applicant shall be entitled to rely on the Finding and School Concurrency Allocation,

subject to the terms and conditions stated therein. In the event Applicant fails to pay the Monetary Proportionate Share Mitigation Payment as provided for herein, the School District, at its sole option, may cancel this Agreement and return the Capacity Credit to the Mitigation Bank. Issuance of a Finding by the School District shall be a pre-condition to issuance of building permits by the County for the subject Development Proposal.

5. EDUCATIONAL FACILITIES IMPACT FEE CREDIT. As

consideration for the Applicant's Monetary Proportionate Share Mitigation specified herein, the Parties agree that the School District shall provide a credit toward any Educational Facilities Impact Fee(s) ("**Impact Fee**") imposed by Miami-Dade County ordinance for construction of the Development Proposal ("**Impact Fee Credit**"). The value of the Impact Fee Credit has been estimated at Sixty Two Thousand Four Hundred Dollars (\$62,400), however, the Impact Fee Credit shall not exceed Sixty Two Thousand Eight Hundred Forty Dollars (\$62,840).

The final Impact Fee Credit amount shall be determined by the County, pursuant to the then current Miami-Dade County Educational Facilities Impact Fee Ordinance (Chapter 33K, of Miami-Dade County Code of Ordinances), the Interlocal Agreement Between Dade County and The School Board of Dade County, Florida, relating to Educational Facilities Impact Fee Monies, and the Metropolitan Dade County Educational Facilities Impact Fee Administrative Procedures Manual, as each may have been amended or may be amended from time to time. The amount of the Impact Fee Credit will not include any administrative or other fees which the County may impose as part of its administrative process.

6. **EFFECTIVE DATE.** This Agreement shall take effect upon the last of the Parties signing this Agreement, but in no event later than May 31, 2017 (“**Effective Date**”). Failure to deliver this Agreement to the School Board executed by the Applicant by March 1, 2017 and by the County by April 21, 2017 may, in the sole discretion of the School District, result in the revocation of the Concurrency Determination issued by the School District on October 25, 2016, incorporated herein by reference.

7. **TERM.** This Agreement shall expire upon the Parties’ completion of their performance of all obligations herein or within six (6) years from the Effective Date, whichever comes first.

8. **STATUTORY COMPLIANCE.** The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation agreement in Section 163.3180(6)(h)2, Florida Statutes and as provided for in the ILA.

9. **NOTICES AND GENERAL CONDITIONS.**

A. All notices or communications and deliverables under this Agreement by any Party to the others shall be sufficiently given or delivered if dispatched by (a) certified U.S. mail, postage pre-paid, return receipt requested, (b) hand delivery, (c) Federal Express or other comparable overnight mail service, (d) telephone facsimile transmission with transmission receipt, or (e) electronic mail to the following addresses, or as the same may be changed in writing from time to time. Whenever any of the Parties desires to give notice to the others, such notice must be in writing, addressed to the Party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this

paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving notice (“Notice”):

In the case of Notice or communication to the School Board:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132

With copies to:

Miami-Dade County Public Schools
Facilities Planning
Attn: Deputy Chief Facilities & Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Arijo@dadeschools.net; and concurrency@dadeschools.net

The School Board of Miami-Dade County, Florida
c/o School Board Attorney
1450 NE 2 Avenue, Suite 400
Miami, Florida 33132
Walter.Harvey@dadeschools.net
and Acraft@dadeschools.net

In the case of Notice or communication to the Applicant:

Ms. Angelica Brown
16259 SW 88 Street,
Miami, FL 33193,
Phone: 786-355-2816 - Fax: 305-223-7371
Email: cristhcabuilders@att.net

Mr. Orlando Fernandez
16259 SW 88 Street,
Miami, FL 33193,
Phone: 786-258-3719 - Fax: 305-223-7371
Email: fern8620@att.net

With a copy to:

Rafael Fabian, Esquire
10631 N. Kendall Drive, Suite 145
Miami, Florida 33176
Phone: 305-856-6700 - Fax: 305-856-6909
fabianpa@bellsouth.net

In the case of Notice or communication to the County:

Mark R. Woerner, AICP, Assistant Director,
Assistant Director for Planning, Department of Regulatory and Economic
Resources Development Services Division
Miami-Dade County
111 NW 1st Street - 11th Floor
Miami, Florida 33128
Phone: 305-375-2842 - Fax: 305-375- 2560
mark.woerner@miamidade.gov

With a copy to:

Dennis A. Kerbel, Assistant County Attorney
Miami-Dade County
111 NW 1st Street – Suite 2800
Miami, Florida 33128
Phone: 305-375- 5229 - Fax: 305-375- 5634
DKERBEL@miamidade.gov

B. For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the Party designated by the School Board to grant or deny any and all approvals required under this Agreement, including, without limitation, issuance of reports, as provided herein.

C. Except as otherwise provided in this Agreement, any Notice or deliverable shall be deemed received only upon actual delivery at the address set forth above. Notices or deliverables delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving

Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "Day" as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the School Board, counsel for the County and counsel for the Applicant may deliver Notice on behalf of the School Board, the County and the Applicant, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

10. **RELEASE.** When all of the Parties' obligations set forth herein are fully paid and performed, each Party shall release all other Parties from this Agreement, and all Parties shall release all other Parties from any and all future claims, costs or liabilities arising out of the provision of Monetary Proportionate Share Mitigation in accordance with this Agreement. These releases shall be simultaneously exchanged and shall be recorded in the Official Records of Miami-Dade County, Florida, evidencing such performance.

11. **VENUE; CHOICE OF LAW; ATTORNEY'S FEES.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of laws provisions. Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the State Court of the 11th Judicial Circuit, in and for, Miami-Dade County, Florida. The Parties agree that in the event of any dispute of whatever nature relating to this Agreement, venue shall be in Miami-Dade County, Florida. The Parties

further agree that, in the event of a dispute among the Parties, each Party shall be responsible for its own attorney's fees and costs through all appeals.

12. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

13. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the Party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

14. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement, and are incorporated herein by reference.

15. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared, in recordable form, with the same formality as this Agreement and duly executed by all the Parties to this Agreement. Additionally, this Agreement may be modified only until the earliest of the following times: (a) issuance of the first principal building permit for the Development Project; or (b) six (6) months after the date that this Agreement is authorized by the School Board.

16. **COVENANT RUNNING WITH THE LAND.** This Agreement shall constitute a covenant running with the land and shall be recorded by the School Board, at the Applicant's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Applicant, and its heirs, successors and assigns, until such time as the same expires in accordance with the provisions hereof, or is otherwise modified or released pursuant to an instrument executed on behalf of the Parties.

17. **ASSIGNMENT.** The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third party purchaser of all or any part of fee simple title to the Property, subject to the terms and conditions contained herein. Any such assignment shall be in writing and shall require the prior written consent of all of the Parties, such consent not to be unreasonably withheld. At the election of the School District, such consent may be conditioned upon the written agreement of the assignee to assume all of Applicant/Assignor's duties and obligations under this Agreement and to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Monetary Proportionate Share Mitigation under this Agreement. The Assignor under such assignment shall furnish the Parties with a copy of the duly executed assignment, in recordable form, within ten (10) days of the date of execution of same. The Parties further agree that an assignment of this Agreement shall only be permitted where (a) the Applicant/Assignor has mitigated for the public school impacts of the subject Property with Monetary Proportionate Share Mitigation payment having been made, (b) this Agreement is being assigned to the purchaser of the subject Property, and (c) the assigned Monetary Proportionate Share Mitigation continues to be

used for the subject School Project. Purchased Capacity Credits may not be sold, transferred or used in any way other than as provided for under this Section. Any sale, transfer or use of Purchased Capacity Credits in violation of this Agreement shall be deemed null and void.

18. **DEFAULT.** If any Party fails to perform or observe any of the material terms and conditions of this Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from another Party, the Party giving notice of default may terminate this Agreement by providing the Parties with ten (10) days additional written notice. Failure of any Party to exercise its rights in the event of any breach by one or more other Parties shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the other Parties. Such waiver shall be limited to the terms specifically contained therein.

19. **COUNTERPARTS.** This Agreement may be executed in three (3) counterparts, each of which when executed and delivered shall be deemed to be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The School Board shall be the last party to execute this Agreement.

20. **RECORDING OF DOCUMENTS AND FEES** The School District shall record this Agreement and any related documentation, including without limitation, Assignments, if any, and Releases, within thirty (30) days after proper execution thereof,

in the Public Records of Miami-Dade County, Florida. The Applicant shall pay all recordation costs to the School District. All duly executed documents and applicable fees shall be delivered to the designated School District staff by the day specified herein.

21. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

22. **WAIVER OF TRIAL BY JURY. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR PARTIES WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT.**

23. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

24. **MERGER CLAUSE.** This Agreement and all Exhibits thereto set forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

25. **PUBLIC RECORDS LAWS.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention. The Parties acknowledge and accept the authority of the School Board and the County to request and authorize audits, inspections, and

reviews, including, but not limited to, the authority to access the Applicant's records, its/their legal representatives' and contractors' records with respect to this Agreement and the obligation of the Applicant to retain and to make those records available upon request, and in accordance with all applicable laws. Applicant shall keep records to show its/their compliance with this Agreement. In addition, Applicant's contractors and subcontractors must make available, upon School Board's and County's request, any books, documents, papers and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Applicant, its contractors and sub-contractors shall (i) retain all records for five (5) years after the Effective Date of this Agreement; and (ii) the School Board and the County shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement.

The Applicant shall incorporate this Section 25 into every contract that it enters into relating to the subject Property.

IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature:

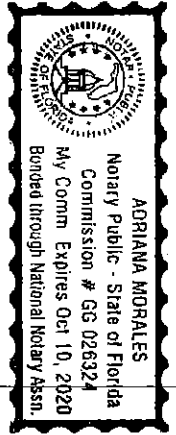
APPLICANT/PROPERTY OWNER

WITNESSES as to both:

[Signature]
Print Name: JOSE F VASSCO

ANGELICA BROWN, a single woman

By: [Signature]
Name: Angelica Brown, a single woman



AND

[Signature]
Print Name: Dolio Rangel

ORLANDO FERNANDEZ, a single man

By: [Signature]
Name: Orlando Fernandez, a single man



APPLICANT'S ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF Miami Dade

Before me, a Notary Public, on the 1 day of March, 2017, personally appeared Angelica Brown, a single woman, and Orlando Fernandez, a single man, who [X] are personally known to me or [] have produced _____ as identification, and who acknowledged before me that they signed the above instrument with full authority as set forth therein, as Applicants.

[NOTARY SEAL]

Notary: [Signature]
Print Name: Adriana Morales
My Commission expires: 10/10/20

SCHOOL BOARD

Signed, sealed and delivered
in the presence of:

Print Name:

Print Name:

**THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA**, a body
corporate and politic existing under the
laws of the State of Florida

By: _____

Name: Alberto M. Carvalho

Title: Superintendent of Schools

Date: _____

Recommended by:

Name: Jaime G. Torrens

Title: Chief Facilities Officer

Date: _____

Recommended by:

Name: Michael Fox

Risk Management & Benefits Officer

Date: _____

Recommended as to financial sufficiency
by:

Name: Leonardo Fernandez

Treasurer

Date: _____

To the School Board:

Approved as to form and legal sufficiency

Name: Ana R. Craft

Assistant School Board Attorney

Date: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by ALBERTO M. CARVALHO, as Superintendent of Schools, acting on behalf of THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a public body corporate and politic existing under the laws of the State of Florida, who personally appeared before me, and is [] personally known to me or [] produced _____ as identification, and who further acknowledged that he signed the above instrument with full authority, as set forth therein, on behalf of The School Board of Miami-Dade County, Florida.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

MIAMI-DADE COUNTY :

WITNESSES:

MIAMI-DADE COUNTY

Print Name: _____

By: _____

_____, Mayor

____ day of _____, 2017.

Print Name: _____

ATTEST:

Harvey Ruvin, Clerk

By _____

Deputy Clerk

____ day of _____, 2017.

**APPROVED AS TO FORM AND
LANGUAGE AND FOR
EXECUTION:**

By _____

County Attorney

Date: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as Mayor, acting on behalf of Miami-Dade County, a political subdivision of the State of Florida. He/she personally appeared before me, and is [] personally known to me or [] produced _____ as identification, , and who acknowledged that he/she signed the above instrument with full authority, as set forth therein, on behalf of Miami-Dade County, Florida.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

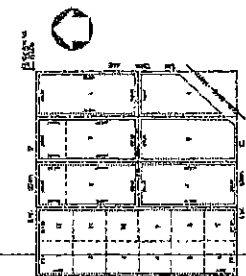
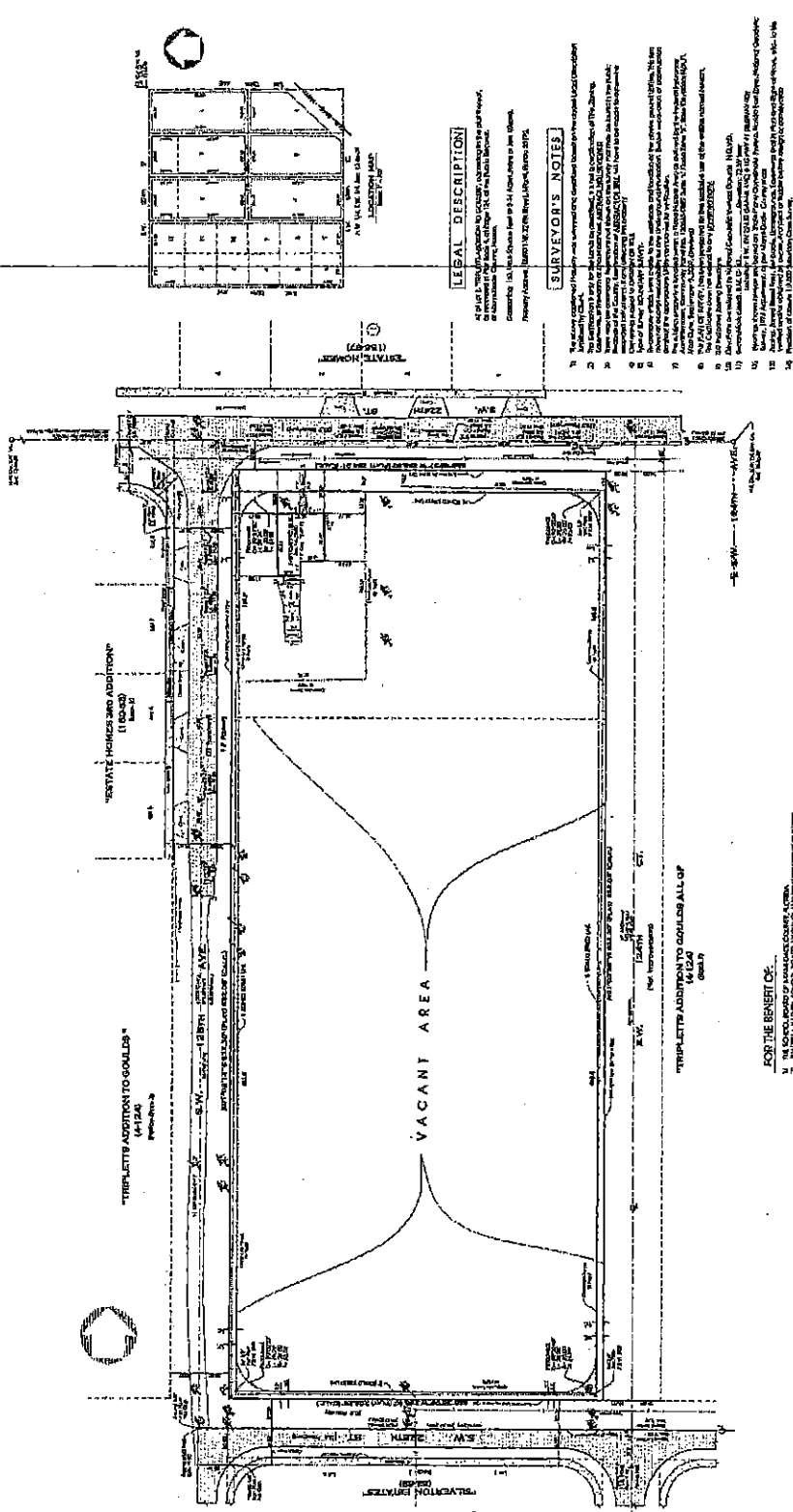
EXHIBIT "A"
**TO PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION
DEVELOPMENT AGREEMENT AMONG THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLA; AND MIAMI-DADE COUNTY; AND PROPERTY OWNERS ANGELICA
BROWN, A SINGLE WOMAN AND ORLANDO FERNANDEZ, A SINGLE MAN**

Legal Description

All of Block 2, "AMENDED MAP OF TRIPLETTS ADDITION TO GOULDS, FLORIDA", according to the plat thereof, as recorded in Plat Book 4, at Page 124, of the Public Records, of Miami-Dade County, Florida, LESS Northerly 15 feet of said Block 2 dedicated for the right of way of public road.

Also known as: 12490 S.W. 224th Street, Miami, Florida 33170

EXHIBIT "B"
**TO PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION
 DEVELOPMENT AGREEMENT AMONG THE SCHOOL BOARD OF MIAMI-DADE
 COUNTY, FLA; AND MIAMI-DADE COUNTY; AND PROPERTY OWNERS ANGELICA
 BROWN, A SINGLE WOMAN AND ORLANDO FERNANDEZ, A SINGLE MAN**



LEGAL DESCRIPTION

SURVEYOR'S NOTES

- 1. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 2. The survey was conducted on the 15th day of August, 2010, at 10:00 A.M. The weather was clear and the visibility was good.
- 3. The survey was conducted by the undersigned, who is a duly licensed Professional Surveyor in the State of Florida, No. 17488-1189.
- 4. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 5. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 6. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 7. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 8. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 9. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 10. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 11. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 12. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 13. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 14. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 15. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 16. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 17. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 18. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 19. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 20. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 21. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 22. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 23. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 24. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 25. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 26. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 27. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 28. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 29. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.
- 30. The survey was conducted in accordance with the Florida Code of Regulations, Chapter 61G01, and the Florida Surveying Act, Chapter 473, F.S.

MARIO PRATS JR. & ASSOCIATES, INC.
 PROFESSIONAL SURVEYORS
 17488-1189
 STATE OF FLORIDA
 PROFESSIONAL SURVEYING BOARD

PLAN OF SURVEY
 SECTION 13, TOWNSHIP 66 NORTH, RANGE 39 EAST

Plan of Survey
 Section 13, Township 66 North, Range 39 East

NO.	DESCRIPTION	ACREAGE
1	LOT 1	0.10
2	LOT 2	0.10
3	LOT 3	0.10
4	LOT 4	0.10
5	LOT 5	0.10
6	LOT 6	0.10
7	LOT 7	0.10
8	LOT 8	0.10
9	LOT 9	0.10
10	LOT 10	0.10
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97	LOT 97	0.10
98	LOT 98	0.10
99	LOT 99	0.10
100	LOT 100	0.10