

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

First Reading Date: August 19, 2020

Second Reading Date: January 27, 2021

Presenter's Name and Title: Eric Silva, Director, on behalf of the Community Development Department

Prepared By: Nixon Lebrun, Senior Planner, Community Development Department

Temp. Ord. Number: 1749

Item Description: **SECOND READING** of Temp. Ord. No. 1749, RELATING TO COMPREHENSIVE PLANNING; CONSIDERING AN EXPEDITED STATE REVIEW SCHOOL-RELATED ELEMENT AMENDMENT TO PART 1: GOALS, OBJECTIVES AND POLICIES OF THE CITY OF MIRAMAR ADOPTED COMPREHENSIVE PLAN, PURSUANT TO SECTIONS 163.3174, 163.3177, 163.3180, AND 163.3184(3) & (11), FLORIDA STATUTES, AND SECTION 303 OF THE CITY OF MIRAMAR ADOPTED LAND DEVELOPMENT CODE; MORE SPECIFICALLY BY AMENDING THE TEXTS OF THE CAPITAL IMPROVEMENTS ELEMENT AND THE PUBLIC SCHOOL FACILITIES ELEMENT THEREOF, IN FURTHERANCE OF THE NEW COUNTYWIDE LEVEL OF SERVICE STANDARDS SET FORTH FOR BOUNDED PUBLIC SCHOOLS OF THE SAME TYPE IN THE THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING BETWEEN THE BROWARD COUNTY SCHOOL BOARD, BROWARD COUNTY AND THE NON-EXEMPT MUNICIPALITIES, INCLUDING THE CITY OF MIRAMAR; PROVIDING DEFINITIONS; MAKING FINDINGS; PROVIDING FOR ADOPTION; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INTERPRETATION; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. **(Passed 1st Reading on 08/19/20)**

Consent ☐ Resolution ☐ Ordinance ☒ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: None

Public Notice – As required by the Sec. __301.11__ of the City Code and/or Sec. 163.3184(11)____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS: None


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Ordinance TO 1749**
 - **Exhibit “A”: Proposed School-Related Element Comprehensive Plan Text Amendment**
- **Attachment(s)**
 - **Attachment 1: Executed Third Amended and Restated Interlocal Agreement for Public School Facility Planning**
 - **Attachment 2: Correspondence from the School Board of Broward County finding the proposed Amendment Satisfactory**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager 

BY: Eric Silva, Director, Community & Economic Development Department

DATE: January 21, 2021

RE: SECOND READING of Temp. Ord. No. 1749, considering an Expedited State Review of School-Related Element Amendment to Part 1: Goals, Objectives and Policies of the City of Miramar Comprehensive Plan

RECOMMENDATION: That, pursuant to ss. 163.3167, 163.3174, 163.3177, and 163.3184 (3) & (11), Florida Statutes ("F.S."), and ss. 303.7 through 303.9 of the City of Miramar (the "City") Land Development Code ("LDC"), the City Commission holds a duly noticed adoption hearing on Temporary Ordinance 1749, which seeks to amend the goals, objectives and policies ("GOPs") of the Capital Improvements Element and the Public School Facilities Element of the City Adopted Comprehensive Plan (the "Comprehensive Plan"), in furtherance of the new countywide level of service standards ("LOS") set forth for bounded public schools of the same type in the Third Amended and Restated Interlocal Agreement between the School Board of Broward County (the "School Board"), Broward County (the "County") and the non-exempt Municipalities, including the City (the "Amendment"); and that, after due consideration of the Staff Report from the Community Development Department and the recommendation by the Planning and Zoning Board, that the City Commission shall take a vote to adopt the proposed Amendment and further authorize the City Manager to transmit the adopted Amendment, attached herein as Exhibit "A," to the Department of Economic Opportunity ("DEO"), the designated State Land Planning Agency, for a determination of completeness, and to all applicable reviewing agencies listed under s. 163.3184(1)(c), F.S., which provided timely comments on the Amendment.

ISSUE: As prescribed in s. 163.3184 (3), F.S., and s. 303.8 of the City LDC, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held a duly noticed virtual public hearing on the proposed Amendment on August 11th, 2020, and unanimously voted to forward a recommendation for adoption to the City Commission. Subsequently, and in compliance with s. 163.3184(3), F.S., and s. 303.8 of the City LDC, the City Commission held an initial hearing on August 19th, 2020, following the noticing requirements set forth

in s. 163.3184(11), F.S., and unanimously voted to authorize the City Manager to transmit the proposed Amendment to DEO and all applicable state reviewing agencies for review pursuant to the Expedited State Review process. In a correspondence dated October 9th, 2020, the DEO notified the City that it had no comment on the City's transmitted Amendment ("City of Miramar 20-02 ESR"). No outstanding comments were issued by the other reviewing agencies. In compliance with s. 163.3184(3), F.S., and s. 303.8 of the City LDC, the proposed Amendment is being placed on this meeting agenda so the City Commission can hold the required adoption hearing.

BACKGROUND: The Florida Legislature has established a process for the coordination of school facility planning and land use planning in the Florida's Growth Management Act. In 2002, with the passage of Senate Bill 1906, the Growth Management Act was amended to require the adoption of an interlocal agreement between school boards and local governments to address school capacity, school siting, sharing of development and school construction information, among other things. In compliance therewith, the School Board of Broward County, (the "School Board"), Broward County (the "County"), and 28 cities in the County (the "Municipalities") including Miramar, entered into an Interlocal Agreement ("ILA") for Public School Facility Planning, dated April 8, 2003, (the "Original Agreement"), which established cooperative planning between the parties to the ILA, and a voluntary school mitigation program to alleviate overcrowded public schools and create necessary classroom capacity.

In 2005, Senate Bill 360 further amended the Growth Management Act and Chapter 1013, F.S., to improve coordination between school boards and local governments in the planning and permitting of developments that will impact school capacity and utilization rates. As a result, school boards and local governments were required to adopt a school concurrency system, tying the approval of residential construction to the availability of public schools and offering developers such mitigation options as the contribution of land; the construction, expansion, or payment for land acquisition; or construction of a public school facility. Local governments were further required, among other things, to amend their comprehensive plans adopt a public school facilities element by December 1, 2008 and include school-related provisions in the intergovernmental coordination element and capital improvements element. In compliance with SB 360, the City amended its Comprehensive Plan to include a Public School Facilities Element in 2008.

The Original Agreement has been the subject of numerous amendments over the years. The First Amended ILA took effect on December 7, 2007 and established a public school concurrency program requiring all new residential developments to satisfy development review criteria for public school concurrency, consistent with SB 360. It also established a countywide LOS for each bounded public elementary, middle and high school at 110% permanent Florida Inventory of School Houses ("FISH"). The Second Amended ILA became effective on February 2, 2010 and temporarily modified and established the countywide LOS at 100% gross FISH capacity (i.e. fixed buildings) for each bounded public school until the end of the 2018/2019 school year.

House Bill 7207, which was passed in 2011, redesignated the Growth Management Act as the Community Planning Act and substantially altered the intergovernmental system of public school facility planning that was in effect in the State until then. Chief among the adopted changes was the removal of state oversight and review of interlocal agreements between school boards and local governments, and of the mandate for local governments to establish a school concurrency program and adopt a public school facilities element. Notwithstanding these changes, the Community Planning Act continues to encourage the coordination of public school facility planning and land use planning by keeping existing interlocal agreements between school boards and local governments and by allowing the continued application of school concurrency, provided that the related provisions in the local comprehensive plans are consistent with each other and with state law.

DISCUSSION: Recently, the School Board, the County and the Municipalities entered into a Third Amended and Restated ILA, dated June 13, 2017, which amended and restated the Original Agreement, as amended, and repealed statutory references therein. This Third Amended and Restated ILA now establishes the districtwide LOS for each bounded public school in the County at the higher of 100% gross capacity (i.e. including relocatables) or 110% permanent FISH capacity. With the execution of, and in compliance of, the Third Amended and Restated ILA, the City is now required to amend the school-related provisions of its Comprehensive Plan to reflect the new districtwide LOS for bounded public schools and to further maintain internal consistency in the Comprehensive Plan, as further required by ss. 163.3177 and 3180, F.S. As such, Staff from the Community Development Department performed a thorough review of the City Comprehensive Plan and identified various provisions, which, found mainly in the Capital Improvements Element and the Public School Facilities Element, need to be amended to ensure consistency with the new districtwide LOS set forth in the Third Amended and Restated ILA, as well as satisfy the requirements of ss. 163.3177 and 3180, F.S.

The Third Amended and Restated ILA requires the School Board, the County and the Municipalities to maintain the adopted districtwide LOS as a public school concurrency standard and that the County and Municipalities school-related element provisions be consistent with each other and with the School Board's facilities plan and policies. Therefore, the proposed Amendment to the City Comprehensive Plan has been written with this goal in mind and, in fact, are identical as those adopted by the County, as has been confirmed by the School Board in a correspondence dated May 15, 2020, appended herein as Attachment 2.

ANALYSIS: As stated previously, this round of amendments to the City Comprehensive Plan was triggered by the Third Amended and Restated ILA, dated June 13, 2017, which the School Board, the County and the signatory Municipalities, Miramar included, entered into and which amended and restated the Original Agreement to establish, among other things, the countywide LOS for each bounded public school at the higher of: 100% gross capacity (i.e. including relocatables) or 110% permanent FISH capacity. It shall also be noted that, in furtherance of the public school planning process created through Senate Bill 360 in 2005, the City amended its Comprehensive Plan in 2008 to include a Public

School Facilities Element, and to update the Intergovernmental Coordination and Capital Improvements Elements thereof to coordinate public school planning. As such, the proposed Amendment clearly meets the purpose and intent of the 2005 Senate Bill 360, as codified in S. 163.3177, F.S., as well as s. 1013, F.S., which calls for the coordination of planning between school boards and local governing bodies to ensure that plans for the construction and opening of public educational facilities are facilitated and coordinated in time and place with plans for residential development, concurrently with other necessary services.

The proposed Amendment will not only satisfy the requirements of ss. 163.3177 and 1013, F.S., but promote the education, nurture and well-being of the children and residents of the City and the County as a whole, while maintaining internal consistency in the City Comprehensive Plan. As with any large-scale land use plan amendment, the proposed Amendment is to be processed under the expedited state review process outlined in s. 163.3184 (2) and (3), F.S.

Temp. Ord. No. 1749
4/6/20
8/12/20

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; CONSIDERING AN EXPEDITED STATE REVIEW SCHOOL-RELATED ELEMENT AMENDMENT TO PART 1: GOALS, OBJECTIVES AND POLICIES OF THE CITY OF MIRAMAR ADOPTED COMPREHENSIVE PLAN, PURSUANT TO SECTIONS 163.3174, 163.3177, 163.3180, AND 163.3184(3) & (11), FLORIDA STATUTES, AND SECTION 303 OF THE CITY OF MIRAMAR ADOPTED LAND DEVELOPMENT CODE; MORE SPECIFICALLY BY AMENDING THE TEXTS OF THE CAPITAL IMPROVEMENTS ELEMENT AND THE PUBLIC SCHOOL FACILITIES ELEMENT THEREOF, IN FURTHERANCE OF THE NEW COUNTYWIDE LEVEL OF SERVICE STANDARDS FOR BOUNDED PUBLIC SCHOOLS OF THE SAME TYPE SET FORTH IN THE THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING BETWEEN THE BROWARD COUNTY SCHOOL BOARD, BROWARD COUNTY AND THE NON-EXEMPT MUNICIPALITIES, INCLUDING THE CITY OF MIRAMAR; PROVIDING DEFINITIONS; MAKING FINDINGS; PROVIDING FOR ADOPTION; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INTERPRETATION; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1972, the Florida Legislature ("Legislature") took its very first step towards an intergovernmental system of planning to manage development in the State by adopting the Environmental Land and Water Management Act, which created a program to designate Areas of Critical State Concern and a program to provide increased regulation and regional and state oversight for Developments of Regional Impact ("DRIs") affecting multiple jurisdictions; and

Ord. No. _____

Temp. Ord. No. 1749
4/6/20
8/12/20

WHEREAS, the 1975 Legislature passed the Local Government Comprehensive Planning Act, which required local governments to adopt comprehensive plans by July 1, 1979, and to manage development according to the adopted plans; and

WHEREAS, in response to continued rapid growth and the challenges faced by state and local governments to adequately address development impacts, the Legislature adopted the 1985 Local Government Comprehensive Planning and Land Development Regulation Act (the “Growth Management Act”) as codified in Part II of Chapter 163 (ss. 163.3161-163.3246) of the Florida Statutes (“F.S.”), which remedied various deficiencies in the 1975 legislation by giving increasing state oversight and control to the State Land Planning Agency in the continuous and ongoing planning process; and

WHEREAS, the Growth Management Act required all Florida’s local governments to adopt by 1992 local comprehensive plans to guide future growth and development, to prepare Evaluation and Appraisal Reports (“EARs”) every seven years, and subsequently update their comprehensive plans based on the recommendations of the EARs; and

WHEREAS, in conformity with, and in furtherance of, the Growth Management Act, the City of Miramar (the “City” or “Miramar”) adopted in 1989 its first Comprehensive Plan and subsequently prepared two EARs in 1995 and in 2005, which resulted in the adoption of the 2000 and 2010 EAR-based Comprehensive Plan Amendments, respectively; and

WHEREAS, in 2000, approximately 40 percent of Florida’s public schools were at 90 percent or greater capacity, which prompted the 2002 Legislature to enact Senate Bill

Temp. Ord. No. 1749
4/6/20
8/12/20

("SB") 1906 that focused on school planning through coordination of information between local governments and school boards, more specifically through a required interlocal agreement that addresses such issues as school siting, enrollment forecasting, school capacity, infrastructure, collocation and joint use of civic and school facilities, and sharing of development and school construction information; and

WHEREAS, in 2005, the Legislature enacted SB 360, which significantly amended Chapters 163 and 1013, F.S., in order to improve the coordination between school boards and local governments in planning and permitting developments that will impact school capacity and utilization rates; and

WHEREAS, under the provisions adopted with SB 360, school boards and local governments were required to adopt a school concurrency system, tying the approval of residential construction to the availability of public schools and offering developers such mitigation options as the contribution of land; the construction, expansion, or payment for land acquisition; or construction of a public school facility; and

WHEREAS, in addition to the school concurrency system, local governments were also required to: (1) adopt a public schools facilities element in their comprehensive plans by December 1, 2008; (2) update the intergovernmental coordination element and capital improvements element of their comprehensive plans to coordinate public school planning; (3) update and expand their existing public school interlocal agreements; and (4) establish a process and uniform methodology for proportionate share mitigation; and

Temp. Ord. No. 1749
4/6/20
8/12/20

WHEREAS, in order to establish a framework for the planning of public schools as required under the provisions adopted with SB 360, the City amended its Comprehensive Plan to include a Public School Facilities Element in 2008; and

WHEREAS, consistent with the provisions adopted with SB 360, Section 1013.33, F.S., requires the coordination of planning between school boards and local governing bodies to ensure that plans for the construction and opening of public educational facilities are facilitated and coordinated in time and place with plans for residential development, concurrently with other necessary services; said planning to include the integration of the educational facilities plan and applicable policies and procedures of a school board with the local comprehensive plan and implementing land development regulations of local governments; and

WHEREAS, pursuant to Section 1013.33, F.S., and prior to implementing a school concurrency program, the district school board, the county and the municipalities within the county or the school district shall enter into an interlocal agreement that jointly establishes the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, in compliance therewith, the School Board of Broward County, (the "School Board"), Broward County (the "County") and the non-exempt municipalities in the County (the "Municipalities"), including Miramar, entered into an Interlocal Agreement ("ILA") for Public School Facility Planning, dated April 8, 2003, (the "Original Agreement")

Temp. Ord. No. 1749
4/6/20
8/12/20

which established, among other things, cooperative planning between the School Board, the County and the Municipalities, as well as a voluntary school mitigation program to alleviate overcrowded public schools and create necessary classroom capacity; and

WHEREAS, the ILA was amended on December 7, 2007 (“First Amended ILA”), wherein the School Board, the County and the Municipalities adopted a public school concurrency program which required all new residential development to comply with development review criteria for public school concurrency and, among other things, established a countywide level of service standard (“LOS”) for each bounded public elementary, middle and high school at 110% permanent Florida Inventory of School Houses (“FISH”); and

WHEREAS, the ILA was amended again on February 2, 2010 (Second Amended ILA), to temporarily modify and establish the countywide LOS at 100% gross FISH capacity (i.e. fixed buildings) for each bounded public school until the end of the 2018/2019 school year; and

WHEREAS, the 2011 Legislature enacted the landmark House Bill (“HB”) 7207, which redesignated the Growth Management Act as the Community Planning Act (ss. 163.3161- 163.3248), F.S., and featured extensive amendments to the former legislation, the thrust of which was to utilize and strengthen the existing role and powers of local governments in guiding and managing future development, and focus the state oversight role to protecting the functions of important state resources and facilities; and

WHEREAS, the Community Planning Act requires local governments to provide in their comprehensive plans the policy foundation for local planning and land use decisions

Temp. Ord. No. 1749
4/6/20
8/12/20

on capital improvements, conservation, intergovernmental coordination, recreation, open space, future land use, housing, transportation, coastal management (where applicable) and public facilities, as further outlined in Sections 163.3177, F.S.; and

WHEREAS, in sharp contrast with SB 360, the Community Planning Act removes state oversight and review of interlocal agreements between school boards and local governments, and the requirement for local governments to adopt a school concurrency program and a public school facilities element; and

WHEREAS, notwithstanding the foregoing, the Community Planning Act continues to encourage the coordination of school facility planning and land use planning by keeping interlocal agreements between school boards and local governments and by allowing the continued application of school concurrency, provided that the related provisions in the local comprehensive plans are consistent with each other and with state law; and

WHEREAS, pursuant to Sections 163.3177(6)(h) 1 and 2, F.S., the Community Planning Act requires 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, general amendments to local comprehensive plans must follow the expedited state review process pursuant to Section 163.3184 (2) and (3), F.S.; and

Ord. No. _____

Temp. Ord. No. 1749
4/6/20
8/12/20

WHEREAS, Section 163.3184(3), F.S., requires that the City, after a duly noticed initial hearing, transmit the proposed amendments with all appropriate supporting data and analyses to the Florida Department of Economic Opportunity (“DEO”), the designated State Land Planning Agency, and all applicable reviewing agencies listed under Section 163.3184(1)(c), F.S.; and

WHEREAS, Section 163.3184(3), F.S., further requires the reviewing agencies to transmit their comments to the City within thirty (30) days from the date they received the proposed amendments; said comments to be within the scope prescribed therein; and

WHEREAS, pursuant to Section 163.3184(3), F.S., local governments must hold a second public hearing within 180 days after receipt of timely agency comments to adopt the amendments, as may be revised to address any such comment(s), and subsequently transmit the adopted amendments to DEO for a determination of completeness; and

WHEREAS, Section 163.3184(11), F.S., provides that local comprehensive plan amendments shall be adopted by ordinance and by affirmative vote of not less than a majority of the members of the governing body present at the hearing, with the first and second public hearings being held at least seven and five days, respectively, after the advertisement is published; and

WHEREAS, Section 163.3184(3), F.S., specifies that adopted amendments to a local comprehensive plan do not become effective until 31 days after DEO notifies the local government that the amendment package is complete or, if timely challenged, until

Temp. Ord. No. 1749
4/6/20
8/12/20

DEO or the Administration Commission enters a final order determining the adopted amendments to be in compliance; and

WHEREAS, the School Board, the County and the Municipalities entered into a Third Amended and Restated ILA, dated June 13, 2017, which amended and restated the Original Agreement, as amended, and now establishes the countywide LOS for each bounded public school at the higher of: 100% gross capacity (i.e. including relocatables) or 110% permanent FISH capacity; and

WHEREAS, with the execution of, and in compliance with, the Third Amended and Restated ILA, the City is now required to amend the school-related elements and provisions of its Comprehensive Plan, in order to satisfy the requirements of Sections 163.3177 and 163.3180, F.S., and ensure consistency with the new districtwide LOS set forth in the Third Amended and Restated ILA; and

WHEREAS, to that end, the City reviewed its adopted Comprehensive Plan and identified various school-related goals, objectives and policies (“GOPs”) contained in the Capital Improvements Element (“CIE”) and the Public School Facilities Element (“PSFE”), which require updating; and

WHEREAS, in order to ensure countywide consistency of school-related element amendments, the City elected to propose, transmit and adopt identical amendments as the County and, pursuant to Item 8.1 of the Third Amended and Restated ILA, is only required to notify the School Board in writing at least one (1) month prior to the review of

Temp. Ord. No. 1749
4/6/20
8/12/20

the proposed Amendment by its Local Planning Agency (“LPA”); and

WHEREAS, on May 6, 2020, the Amendment was submitted to the School Board, which, in a correspondence letter dated May 15, 2020, found same to be satisfactory; and

WHEREAS, the Staff Report from the City’s Community Development Department (the “Department”) concluded that the proposed school-related element amendments (the “Amendment”), if adopted, would promote the education, nurture and well-being of the children and residents of the City and the County as a whole, maintain the internal consistency of the City’s Comprehensive Plan, and comply with all applicable requirements of the Community Planning Act and the City’s LDC; and

WHEREAS, the City Manager concurred with the findings of fact from the Staff Report and recommended adoption of the Amendment; and

WHEREAS, Section 107 of the City’s LDC designates and establishes the Planning and Zoning (P&Z”) Board as the LPA vested with all the powers and duties related to the preparation of the City’s Comprehensive Plan and amendment thereof, as further specified in Section 163.3174(4)(a), F.S.; and

WHEREAS, Sub-section 303.6 of the City’s LDC provides that the P&Z Board, in its capacity as the LPA, shall hold at least one duly noticed public hearing to review any proposed amendment to the City’s Comprehensive Plan, and, upon a finding that the amendment preserves the internal consistency of the Comprehensive Plan, among other criteria, forward a recommendation to the City Commission; and

Temp. Ord. No. 1749
4/6/20
8/12/20

WHEREAS, the P&Z Board, sitting as the LPA, held a duly noticed public hearing on August 11, 2020, to review the proposed Amendment, at which hearing public testimony was taken, and the Staff Report considered; and

WHEREAS, after due consideration of all matters, and upon a finding that the proposed Amendment would benefit the citizens and students of the City and the County by ensuring better coordination between school facility planning and land use planning, maintain the internal consistency of the City's Comprehensive Plan, and comply with all applicable requirements of the Community Planning Act and the City's LDC, the P&Z Board, sitting as the LPA, unanimously voted to forward a recommendation for adoption by the City Commission; and

WHEREAS, pursuant to the notice requirements of Section 163.3184(11), F.S., the City Commission held an initial public hearing on August 19, 2020 on the proposed Amendment and authorized its transmittal, along with all appropriate supporting data and analyses, to DEO and other reviewing agencies for review under the expedited state review process established under Sections 163.3184(2) and (3), F.S.; and

WHEREAS, the proposed Amendment was transmitted to and reviewed by DEO and the relevant state reviewing agencies, and received no timely agency comments; and

WHEREAS, pursuant to Section 163.3184(3)(c), F.S., the City Commission held an adoption hearing on January 27th, 2021, pursuant to the notice requirements of Section 163.3184(11), F.S., and, after due consideration of all matters, found the Amendment to

Temp. Ord. No. 1749
4/6/20
8/12/20

further the coordination of public school facility planning and land use planning, which would benefit the students and citizens of the City, to maintain internal consistency in the City's Comprehensive Plan and to satisfy all applicable criteria of the Community Planning Act and the City's LDC; and

WHEREAS, the City Commission also found that the Amendment would foster and preserve public health, safety, comfort and welfare, and to aid in the harmonious, orderly, and progressive development of the City, and further authorized its transmittal to DEO for a determination of completeness, in accordance with state law, unless timely challenged, in which case until the Administrative Commission or DEO issues a final order determining that the Amendment to be in compliance.

Temp. Ord. No. 1749
4/6/20
8/12/20

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: Recitals; Definitions:

(a) Recitals. That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

(b) Definitions. As used herein, unless the context or City Code of Ordinances requires to the contrary, the following terms will be defined as set forth below:

(1) “City” means the City of Miramar, a municipal corporation in the State of Florida.

(2) “County” means Broward County, a political subdivision of the State of Florida.

(3) “DEFP” shall mean the adopted Five-Year District Educational Facilities Plan adopted by the School Board of Broward County.

(4) “DEO” means the State of Florida Department of Economic Opportunity, also designated as the State Land Planning Agency.

(5) “DOE” means the State of Florida Department of Education.

(6) “Development” shall have the same meaning as in Section 163.3164, Florida Statutes.

(7) “Development permit” shall mean any building permit, site plan, plat, or functional equivalent having the effect of permitting the development of land.

Temp. Ord. No. 1749
4/6/20
8/12/20

(8) "F.S." shall mean the Florida Statutes.

(9) "FISH" shall mean Florida Inventory of School Houses, which is an expression of the level of service standard or physical capacity of a school facility, as determined by the Florida Department of Education.

(10) "FLUE" shall mean the Future Land Use Element of the Comprehensive Plan.

(11) "GOPs" shall mean the Goals, Objectives and Policies of the Comprehensive Plan of the City of Miramar.

(12) "ILA or Interlocal Agreement" shall mean the Interlocal Agreement for Public School Facility Planning between the School Board of Broward County, Broward County and the Municipalities.

(13) "LDC" shall mean the Land Development Code of Ordinances of the City of Miramar.

(14) "Legislature" means the State of Florida Legislature.

(15) "Local governments" shall mean Broward County and the Municipalities that are parties to the Interlocal Agreement.

(16) "LOS" shall mean the level of service standard adopted for bounded public schools of the same type.

(17) "LPA" shall mean the local planning agency of the City of Miramar, which is the Planning and Zoning Board, established per Section 163.3174, F.S.

Temp. Ord. No. 1749
4/6/20
8/12/20

(18) “Municipalities” shall mean the 28 cities in Broward County, including the City of Miramar, which are parties to the Interlocal Agreement for Public School Facility Planning with the School Board of Broward County and Broward County.

(19) “Original Agreement” shall mean the first Interlocal Agreement for Public School Facility Planning, dated April 8, 2003, between the School Board of Broward County, Broward County and the Municipalities.

(20) “SCAD letter” shall mean the School Capacity Availability Determination letter issued by the School Board of Broward County in reviewing for school concurrency to indicate that adequate school capacity exists.

Section 2: **Findings:** The City Commission of the City of Miramar, Florida, hereby finds the adopted Amendment to preserve the internal consistency of the City’s Comprehensive Plan, and to comply with all applicable provisions of the Community Planning Act and the City’s Land Development Code.

Section 3: **Adoption:** The City Commission of the City of Miramar, Florida, hereby passes and adopts the proposed Amendment to the texts of the City of Miramar Comprehensive Plan, attached hereto as composite Exhibit “A”, amending: the goals, objectives and policies of the Capital Improvements Element and the Public School Facilities Element of the City’s Adopted Comprehensive Plan, in furtherance of the new countywide level of service standards set forth for bounded public schools of the same type in the Third Amended and Restated Interlocal Agreement between the School Board

Temp. Ord. No. 1749
4/6/20
8/12/20

of Broward County, Broward County and the non-exempt Municipalities, including the City of Miramar. No other provisions are amended, added or deleted from the Comprehensive Plan, except those that are depicted.

Section 4: Transmittal: The City Commission of the City of Miramar, Florida, hereby authorizes the City Manager to transmit the appropriate number of copies of this Ordinance and the City's Comprehensive Plan, as amended herein, to the State of Florida Department of Economic Opportunity, the designated State Land Planning Agency, and to any other reviewing agency having jurisdiction with regard to the approval of same in accordance with, and pursuant to, the Community Planning Act, as codified in Part II of Chapter 163, F.S., and to keep available copies of the amended City's Comprehensive Plan for public review and examination at the City's Community Development Department.

Section 5: Severability: If any word, clause, phrase, sentence, paragraph or section of this Ordinance is held to be unconstitutional or invalid by any court of competent jurisdiction, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

Section 6: Interpretation. In interpreting the provisions of Exhibit "A" appended to this Ordinance, the following rules and symbols shall apply:

(a) Additions are shown in underlined text and deletions in ~~stricken through~~ text; and

Temp. Ord. No. 1749
4/6/20
8/12/20

(b) Changes between first and second reading are shown in highlighted text.

Section 7: Scrivener's Error: The City Attorney is hereby authorized to correct scrivener's errors in this Ordinance by filing a corrected copy with the City Clerk.

Section 8: Effective Date: The effective date of Section 3 of this Ordinance shall be 31 days after the Department of Economic Opportunity, the State Land Planning Agency, notifies the City that the adopted amendment is complete, unless timely challenged by an affected person, in which case, until such time the State Land Planning Agency or the Administration Commission enters a final order determining the adopted Amendment to be "In Compliance." Sections 1, 2, 4, 5, 6, 7, and 8 of this Ordinance shall become effective upon adoption.

Temp. Ord. No. 1749
4/6/20
8/12/20

PASSED FIRST READING: _____

PASSED AND ADOPTED ON SECOND READING: _____

Mayor, Wayne M. Messam

Vice Mayor, Maxwell B. Chambers

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this ORDINANCE as to form:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Vice Mayor Maxwell B. Chambers
Commissioner Yvette Colbourne
Commissioner Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Ord. No. _____

EXHIBIT “A”

CITY OF MIRAMAR, FLORIDA

Proposed School-Related Element Comprehensive Plan Amendment



May 31, 2020

VIII. Capital Improvements Element

Objective 5: Coordination with School Board for School Capacities

The City of Miramar ~~shall advise Broward as needed in regard to school needs generated by City's growth. The City, in collaboration with the School Board and Broward County, shall ensure that public school facilities are available for current and future students consistent with available financial resources and the adopted Level of Service (LOS standard.~~

Policy 5.1 Consistent with policies and procedures within the Interlocal Agreement (ILA), as amended, the District Educational Facilities Plan (DEFP) shall contain a 5 year financially feasible ~~schedule of capital improvements CIP~~ to address existing deficiencies and achieve and maintain the adopted LOS ~~standard~~ in all Concurrency Service Areas (CSA). This financially feasible schedule shall be updated on an annual basis and annually adopted into the ~~Capital Improvement Element (CIE).~~

Policy 5.2 The LOS for School Type A as described in Policy 1.2.3 of the Public Schools Facilities Element (PFSE), shall be 100% gross capacity (including relocatables. The LOS for School Type B shall be 110% permanent Florida Inventory of School Houses (FISH) capacity. The LOS standard shall be 100% of the gross FISH capacity (with relocatable classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be 110% of permanent FISH capacity for each public elementary, middle and high school.

Policy 5.3 The ~~adopted~~ LOS shall be adopted and incorporated into the PSFE of Broward County and City of Miramar's Comprehensive Plans. applied consistently by the City of Miramar, Broward County and the School Board, districtwide to all schools of the same type.

Policy 5.4 The City shall automatically amend its CIE to reflect any amendment, correction or modification to the School Board's DEFP concerning costs, revenue sources, or acceptance of facilities pursuant to dedications or proportionate share mitigation, once adopted by the School Board. as adopted and amended by the School Board on September 7, 2010 is adopted by reference into the CIE.

IX. Public School Facilities Element

Goal 1

The City of Miramar City Commission in collaboration with the Broward County Board of County Commissioners (Broward County), the School Board of Broward County (School Board) and other Broward County municipalities (municipalities) will effectively plan for public elementary and secondary school facilities to meet the current and future needs of Broward County's public school population and coordinate and cooperate to ensure that the adopted public school facilities element and/or provisions included in the comprehensive plan regarding public school concurrency are consistent (pursuant to Chapter 163.3180 (6)(a) F.S.) and in line with available financial resources and adopted level of service (LOS) standards. ~~shall ensure that public school facilities will be available for current and future students consistent with available financial resources and adopted level of service standards (LOS).~~ This will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of adequate public school facilities and the authority of City of Miramar, Broward County and the other municipalities for development permitting and comprehensive planning.

Financially Feasible District Educational Facilities Plan

Objective 1.1: Financially Feasible District Educational Facilities Plan

The School Board, pursuant to Chapters 163.3177 and 163.3180 F.S. and the Inter-Local Agreement for Public School Facility Planning (ILA), shall prepare and annually update and adopt the Five-Year District Educational Facilities Plan (DEFP) which shall contain a five-year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted level of service in all concurrency service areas (CSAs). The DEFP shall also contain a LOS plan which reflects the data required to demonstrate the achievement and maintenance of the adopted LOS standards. The School Board shall also ensure that school facilities are planned to meet the long-term planning period of the Public School Facility Element (PSFE) of the City of Miramar and Broward County Comprehensive Plans.

Policy 1.1.1

The DEFP shall include a financially feasible schedule of capacity additions to existing schools and construction of new schools to eliminate existing level of service deficiencies and meet the needs of projected growth for the five-year planning period. This financially feasible schedule shall be annually adopted into the City of Miramar and Broward County Comprehensive Plans Capital Improvements Element (CIE). This adoption may either be by reference or by restatement of the relevant portions of the adopted DEFP, but in no event shall the City attempt to modify the adopted DEFP.

Policy 1.1.2

The DEFP shall provide year-by-year projections of the capacity needed to achieve and maintain the adopted LOS within the CSA for each school for the five- year planning period. These projections are included in the supporting documents of the PSFE.

- Policy 1.1.3** The DEFP’s five-year financially feasible schedule shall provide for the remodeling/renovation of existing schools to meet the identified needs of aging schools and replace ~~worn~~ dilapidated facilities.
- Policy 1.1.4** The DEFP shall be amended on an annual basis to: 1) add a new fifth year; 2) reflect changes in estimated capital revenues, planned capital appropriations costs, planned capital facilities projects, CSAs and school usage; and, 3) ensure the DEFP continues to be financially feasible for the five-year planning period.
- ~~**Policy 1.1.5** Annually adopted updates to the DEFP and CSA maps shall be coordinated with annual plan amendments to the CIE of the City of Miramar and Broward County Comprehensive Plans. The annual plan amendments shall ensure that the schedule of capital improvements within the CIE continues to be financially feasible and the LOS will be achieved and maintained.~~
- ~~**Policy 1.1.6** The School Board’s DEFP, including pages 1 thru 227 and appendixes A to E, adopted by the School Board on September 7, 2010, are adopted by reference into the CIE.~~

Concurrency Management System

Objective 2: Concurrency Management System

The City of Miramar shall adhere to the ~~adopt a~~ county-wide adopted public school facilities concurrency management system for implementation of public school concurrency to ensure that public school facilities are available at the adopted level of service standard concurrent with the impact of proposed residential development.

- Policy 1.2.1** The City, in collaboration with Broward County and the School Board shall implement concurrency management systems consistent with the policies included in the City’s and County’s Public School Facility Elements, procedures and requirements included within the ILA, School Board Policy, and the City and County land development regulations.
- Policy 1.2.2** The CSAs shall be the annually adopted school attendance boundaries for each elementary, middle and high school. The maps of the CSAs are maintained in the data and analysis section of the PSFE.
- Policy 1.2.3** Consistent with the adopted Third Amended and Restated Interlocal Agreement for Public School Facility Planning (“TRILA”), the uniform district-wide LOS is established for the following School Types for the purpose of establishing a uniform district-wide LOS for public schools of the same type:
1. School Type A is a bounded elementary, middle, or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).

2. School Type B is a bounded elementary, middle, or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

~~The LOS standard shall be 100% of the gross FISH capacity (with relocatable classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be 110% of permanent FISH capacity for each public elementary, middle and high school.~~

Policy 1.2.4

If adequate capacity is not available in a CSA for a proposed residential development, but capacity exists in one or more contiguous CSAs, the development may proceed consistent with the provisions and procedures in the ILA, School Board Policy, and City's and County's LDRs.

Policy 1.2.5

If adequate capacity is not currently available in a CSA or contiguous CSA, for a proposed residential development, but capacity is scheduled in the DEFP to be available within three (3) years after the issuance of final subdivision or site plan approval, (or functional equivalent), development of the project may proceed in accordance with the provisions and procedures in the ILA, School Board Policy, and City's and County's ~~LDRs~~ land development regulations.

Policy 1.2.6

The City of Miramar and Broward County shall not approve a residential plat or site plan (or functional equivalent) until the School Board has reported that the school concurrency requirement has been satisfied consistent with the provisions and procedures in the ILA, School Board Policy, and City's and County's LDRs.

Policy 1.2.7

The CSAs shall be established and subsequently modified to maximize available school capacity and make efficient use of new and existing public schools in accordance with the ~~level of service~~ LOS standards and the ~~gross~~ capacity, taking into account special considerations such as, core capacity, special programs, transportation costs, geographic impediments, diversity programs, 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.~~

Policy 1.2.8

The projected student impact of a proposed residential development shall be determined using the student generation rates approved by the School Board and adopted within the Broward County Land Development Code. The student generation rates shall be reviewed and updated at least every three (3) years.

Policy 1.2.9

The public school concurrency approval for residential plats shall expire with the underlying approval. Therefore, a public school concurrency determination shall expire if development within the plat does not

~~commence within five (5) years following the date of Broward County approval, unless extended, if development within the plat does not commence within 5 years following the date of County Commission approval.~~

~~Proportionate Share Mitigation~~

Objective 1.3: Proportionate Share Mitigation

The School Board, pursuant to Chapter 163.3180 F.S. and the ILA, shall adopt proportionate share mitigation alternatives which provide an option for residential developments unable to meet the public school concurrency requirement. Upon approval of a proportionate share mitigation alternative by the School Board and completion of necessary binding agreements, a development will be deemed to have met the public school concurrency requirement and may proceed.

Policy 1.3.1

A residential development's proportionate share mitigation value shall be determined by multiplying the number of additional student stations needed to mitigate the impact of the proposed development on schools within the affected CSA(s) not meeting the adopted LOS standards by the State cost per student station for each school type plus a land impact cost share, if any. Pursuant to Section 163.3180(13)(e)~~((6)(h))~~, F.S., the applicant's proportionate share mitigation obligation shall be credited toward any other impact or exaction fee imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

Policy 1.3.2

Proportionate share mitigation shall enhance the capacity of the schools (or provide for the construction of new schools) serving the proposed residential development. The mitigation shall equate to at least one permanent classroom, which may be funded by one or more residential developments, or other identified funding sources. Mitigation that results in the need for school site(s) shall primarily be the dedication of land. Proportionate share mitigation shall include the following options, as further defined and subject to, procedures and requirements in the ILA and School Board Policy:

1. Purchase or dedication of needed elementary, middle or high school sites.
2. Construction of capacity improvements identified in years four (4) or five (5) of the DEFP including advancement of such improvements into the first three years of the DEFP.
3. Construction of previously unplanned schools, classroom additions, modular classrooms or similar facilities. Such facility capacity shall be included in the first three years of the DEFP through an amendment approved by the School Board.
4. Construction of the needed capacity at one or more charter schools.
5. Other mitigation options approved by the School Board on a case by case basis contingent upon a School Board finding that the option

mitigates the impact of the proposed development.

Policy 1.3.3

Mitigation shall be assured by a legally binding agreement between the School Board, the residential development's applicant and the City, which shall be executed prior to the issuance of the final subdivision plat or the final site plan approval (or functional equivalent). If the School Board agrees to the mitigation, the School Board must commit in the agreement to placing the improvement required for mitigation in the first three (3) years of the DEFP.

GOAL 2

Collaborate and Coordinate to Maximize Quality Education

~~Maximize collaboration and coordination between~~ The the City of Miramar, Broward County and the School Board will maximize collaboration and coordination to effectively plan for public elementary and secondary school facilities to meet the current and future needs of Broward County's public school population. Pursuant to Chapter 163.3177-3180(6)(a) F.S., the City of Miramar, Broward County and all other non-exempt municipalities within the County shall coordinate and cooperate to ensure the adopted public school facilities elements are consistent with each other.

~~Land Use Consistency, Compatibility & Adequate Infrastructure~~

Objective 2.1: Land Use Consistency, Compatibility & Adequate Infrastructure

The City of Miramar, Broward County, and School Board shall establish coordination mechanisms to ensure that the locations of existing and proposed school sites are compatible with and proximate to the existing and planned land uses they serve. Such coordination shall also ensure there is adequate public infrastructure available to serve existing and planned school sites including infrastructure which provides safe access to schools.

Policy 2.1.1

The City of Miramar, Broward County, and the School Board will coordinate through the procedures established in the ILA and the City's and County land use planning process to ensure that existing and proposed public school facility sites are consistent and compatible with the land use categories, future land use maps and policies of the City's and County Comprehensive Plans, and enable a close integration between existing and planned schools and surrounding land uses.

Policy 2.1.2

The City of Miramar, Broward County and the School Board shall coordinate to prepare projections of future development and public school enrollment growth and to ensure such projections are consistent with the Broward County and City's future land use maps and the School Board's Long Range Public School Facilities Map, consistent with the procedures and requirements identified in the ILA.

Policy 2.1.3

~~Consistent with Section 163.3177(12)(g), F.S., The the~~ Broward County PSFE shall include future conditions maps showing existing and anticipated school facilities for the short-term (5 year) and long-term (10 year) planning time frames. ~~Maps 1 through 12 depict the short and long term existing and anticipated public school facilities and ancillary plants.~~

- Policy 2.1.4** Consistent with provisions and procedures in the ILA, the School Board will advise the City and Broward County of inconsistencies in comprehensive plans and plan amendments with the DEFP and Long-Range School Facilities Plan.
- Policy 2.1.5** The School Board shall monitor and participate in the City’s and Broward County plat review and site plan review processes, the ~~Development of Regional Impact (DRI)~~ process, the land use plan amendment process and other development order/permit processes that may have an impact on current or planned public educational facilities in the City of Miramar.
- Policy 2.1.6** The City of Miramar, the School Board and Broward County shall utilize the procedures identified within the ILA, including the Staff Working Group and Oversight Committee established by the ILA, to coordinate the annual review of school enrollment projections in addition to the preparation and annual reviews of public school facilities elements and ensure that the elements are consistent with each other.
- Policy 2.1.7** The School Board shall annually update and adopt the DEFP and transmit it, including any supplemental amendments, to the City and Broward County, which then shall amend their CIEs, ~~to incorporate the updated DEFP~~ consistent with the provisions and procedures of the ILA.
- Policy 2.1.8** The City of Miramar, Broward County and the School Board shall share and coordinate information through the plat, site plan and school siting processes and procedures identified in the ILA to ensure the location, phasing, and development of public school facilities, including additions to existing facilities, is coordinated with the provision of necessary public infrastructure including water and sewer, roads, drainage, sidewalks, mass transit and other infrastructure required to support the public school facilities.
- Policy 2.1.9** The City shall coordinate with the School Board and Broward County through the school siting process identified in the ILA, as well as the City and Broward County platting and site plan approval processes to implement strategies, consistent with Florida’s Safe ~~Ways~~ Routes to School Program, which reduce hazardous conditions and provide direct, unobstructed and safe access for pedestrian travel (including sidewalks, bicycle paths, signage and signalization) to existing and new school facilities.
- Policy 2.1.10** In coordination with the Broward County Metropolitan Planning Organization (MPO), the City shall facilitate the planning, development, and implementation of the Safe Routes to School Program projects and activities, and continue Broward County’s School Safety Program, which focused on the safety of children walking, biking, or being driven to school, and to use the School Board’s Quarterly Hazardous Walking Conditions report as a base for prioritizing improvements near schools.

Policy 2.1.11 The City will coordinate with the School Board and Broward County to develop and implement programs and strategies to adapt educational infrastructure to climate change and to improve energy efficiency and educate students and teachers on how to consider these topics in their daily lives.

~~School Facility Siting, Collocation & Design~~

Objective 2.2: School Facility Siting, Collocation & Design

The City, the School Board and Broward County pursuant to the ILA, shall coordinate the location of public school facilities relative to the location of other public facilities such as parks, libraries and community centers and promote schools to be focal points within the community.

Policy 2.2.1 In the planning, siting, land acquisition, permitting and development of a new school facility or significant renovation or expansion, the School Board shall coordinate with the City and Broward County on the availability of public facilities, services and grounds (especially for the purposes of collocating parks, libraries, ball fields, community centers, public safety facilities, parking facilities, drainage facilities and other appropriate facilities).

Policy 2.2.2 ~~The City of Miramar, Broward County and the School Board shall pursue shared-use and co-location of school sites with County and City facilities having similar facility needs, such as libraries, parks, ball fields, other recreation facilities. At a minimum, per the ILA, the City and County will look for opportunities to collocate and share use of their City facilities when preparing updates to the Schedule of Capital Improvements within the Comprehensive Plan, and planning and designing new or renovated facilities.~~

Policy 2.2.3 Through the design of school facilities, establishment of school siting standards and pursuit of collocation opportunities, the School Board shall encourage school facilities to serve as community focal points.

Policy 2.2.4 ~~The City of Miramar will coordinate with the School Board and Broward County on efforts to build new school facilities, which are designed to serve as emergency shelters as required by Section 1013.372, F.S., the City and Broward County, as well as will also collaborate and coordinate with the School Board on emergency preparedness issues through the County's Emergency Operating Center.~~

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

2017

**Table of Contents
for the
Third Amended and Restated Interlocal Agreement**

ARTICLE I.....	7
RECITALS	7
<i>Section 1</i>	7
ARTICLE II	7
JOINT MEETINGS	7
<i>Section 2</i>	7
ARTICLE III.....	8
STUDENT ENROLLMENT AND POPULATION PROJECTIONS	8
ARTICLE IV.....	9
COORDINATING AND SHARING OF INFORMATION	9
<i>Section 4</i>	9
ARTICLE V	11
SCHOOL SITE SELECTION, SIGNIFICANT RENOVATIONS, AND POTENTIAL SCHOOL CLOSURES	11 11
<i>Section 5</i>	11
ARTICLE VI.....	12
SUPPORTING INFRASTRUCTURE	12
<i>Section 6</i>	12
ARTICLE VII	12
PLAN REVIEW; CONSISTENCY DETERMINATION	12
ARTICLE VIII.....	15
PUBLIC SCHOOL CONCURRENCY	15
<i>Section 8</i>	15
8.1 <i>Required Amendments For Public School Concurrency</i>	15
8.2 <i>Specific Responsibilities</i>	17
8.3 <i>Adopted School Board District Educational Facilities Plan (DEFP)</i>	19
8.4 <i>Transmittal</i>	20
8.5 <i>Comprehensive Plans - Development, Adoption and Amendment of the Capital Improvements Element</i>	20
8.6 <i>Public School Concurrency Standard.....</i>	20
8.7 <i>Commencement.....</i>	21
8.8 <i>Concurrency Service Areas (CSA)</i>	21

8.9	<i>Adoption of Concurrency Service Areas.....</i>	21
8.10	<i>Level of Service Standard (LOS)</i>	22
8.11	<i>Exemptions and Vested Development</i>	23
8.12	<i>Public School Concurrency Management System.....</i>	24
8.13	<i>Review Process.....</i>	25
8.14	<i>Proportionate Share Mitigation.....</i>	29
8.15	<i>Proportionate Share Mitigation Options.....</i>	30
8.16	<i>Formula for the Calculation of Proportionate Share Mitigation Options.....</i>	34
8.17	<i>Appeal Process</i>	35
ARTICLE IX		37
	COLLOCATION AND SHARED USE	37
	<i>Section 9</i>	37
ARTICLE X.....		38
	RESOLUTION OF DISPUTES	38
	<i>Section 10</i>	38
ARTICLE XI		38
	OVERSIGHT PROCESS	38
	<i>Section 11</i>	38
ARTICLE XII.....		39
	SPECIAL PROVISIONS	39
	<i>Section 12</i>	39
	12.1 <i>Land Use Authority.....</i>	39
ARTICLE XIII		39
	EFFECTIVE DATE AND TERM	39
	<i>Section 13</i>	39
ARTICLE XIV		40
	AMENDMENT PROCEDURES	40
	<i>Section 14</i>	40
	14.1 <i>Process to Amend the Interlocal Agreement.....</i>	40
ARTICLE XV		41
	MISCELLANEOUS	41
	<i>Section 15</i>	41
	15.1 <i>Entire Agreement</i>	41
	15.2 <i>Severability</i>	42
	15.3 <i>Notices</i>	42
	15.4 <i>Governing Law</i>	42
	15.5 <i>Headings</i>	42
	15.6 <i>Counterparts.....</i>	42

15.7	<i>Supplementary Agreements</i>	42
15.8	<i>Authority</i>	43
15.9	<i>Indemnification</i>	43
15.10	<i>No Waiver of Sovereign Immunity</i>	43
15.11	<i>No Third Party Beneficiaries</i>	43
15.12	<i>Non-Discrimination</i>	43
15.13	<i>Records</i>	43
SIGNATURE PAGES		45
APPENDIX A- DEFINITIONS		81
APPENDIX B - PUBLIC SCHOOL CONCURRENCY REVIEW PROCESS FLOWCHART		87
APPENDIX C - ACRONYM LIST		88

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I RECITALS

Section 1

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

ARTICLE II JOINT MEETINGS

Section 2

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

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

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

ARTICLE III

STUDENT ENROLLMENT AND POPULATION PROJECTIONS

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

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

ARTICLE IV

COORDINATING AND SHARING OF INFORMATION

Section 4

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

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

ARTICLE V

SCHOOL SITE SELECTION, SIGNIFICANT RENOVATIONS, AND POTENTIAL SCHOOL CLOSURES

Section 5

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

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

ARTICLE VI

SUPPORTING INFRASTRUCTURE

Section 6

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

ARTICLE VII

PLAN REVIEW; CONSISTENCY DETERMINATION

Section 7

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

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

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

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

ARTICLE VIII PUBLIC SCHOOL CONCURRENCY

Section 8

8.1 Required Amendments For Public School Concurrency

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

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

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

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

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

8.2 Specific Responsibilities

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

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

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

8.3 Adopted School Board District Educational Facilities Plan (DEFP)

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

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

8.4 Transmittal

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

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

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

8.6 Public School Concurrency Standard

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

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

8.7 Commencement

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

8.8 Concurrency Service Areas (CSA)

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

8.9 Adoption of Concurrency Service Areas

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

8.10 Level of Service Standard (LOS)

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

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

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

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

8.11 Exemptions and Vested Development

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

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

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

8.12 Public School Concurrency Management System

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

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

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

8.13 Review Process

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

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

(f) Utilization Determination

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

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

(g) Issuance and Term of Public School Concurrency

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

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

8.14 Proportionate Share Mitigation

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

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

8.15 Proportionate Share Mitigation Options

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.16 Formula for the Calculation of Proportionate Share Mitigation Options

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

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

- (i.) Dedication of School Sites

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

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

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

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

3. Provision of Modular Classroom

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

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

8.17 Appeal Process

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

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

ARTICLE IX COLLOCATION AND SHARED USE

Section 9

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

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

ARTICLE X RESOLUTION OF DISPUTES

Section 10

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

ARTICLE XI OVERSIGHT PROCESS

Section 11

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

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

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

ARTICLE XII SPECIAL PROVISIONS

Section 12

12.1 Land Use Authority

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

ARTICLE XIII EFFECTIVE DATE AND TERM

Section 13

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

**ARTICLE XIV
AMENDMENT PROCEDURES**

Section 14

14.1 Process to Amend the Interlocal Agreement

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

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

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

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

ARTICLE XV MISCELLANEOUS

Section 15

15.1 Entire Agreement

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

15.2 Severability

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

15.3 Notices

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

15.4 Governing Law

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

15.5 Headings

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

15.6 Counterparts

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

15.7 Supplementary Agreements

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

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

15.8 Authority

Each person signing this Third Amended and Restated Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Third Amended and Restated Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amended and Restated Agreement.

15.9 Indemnification

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

15.10 No Waiver of Sovereign Immunity

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

15.11 No Third Party Beneficiaries

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Third Amended and Restated Agreement. None of the parties intend to directly or substantially benefit a third party by this Third Amended and Restated Agreement. The parties agree that there are no third party beneficiaries to this Third Amended and Restated Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Third Amended and Restated Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

15.12 Non-Discrimination

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

15.13 Records

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

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

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

Signature Pages

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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

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

Christine Rodriguez
Witness as to all Signatories
Print Name Christine Rodriguez

(CORPORATE SEAL)

State of Florida, Broward County

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

Print Name Noemi Gutierrez

(AFFIX NOTARY SEAL)

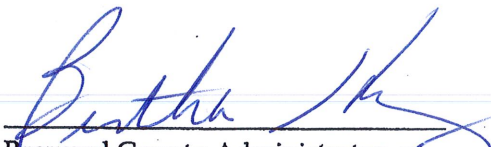
My Commission Expires: May 3, 2019

Approved as to form: Barbara Myrick
Barbara Myrick, General Counsel

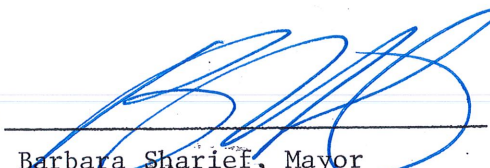


BROWARD COUNTY through its Mayor, authorized to execute same by Board action on the 14
day of Sept, 2017.

ATTEST:


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


BROWARD COUNTY, by and through its
BOARD OF COUNTY COMMISSIONERS

By: 
Barbara Sharief, Mayor

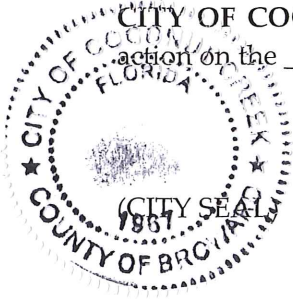
14 Day of Sept, 2017.



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

By: 
Maite Azcoitia
Deputy County Attorney

8 Day of August, 2017.



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

CITY OF COCONUT CREEK
a Florida municipal corporation

By: Mary C. Blasi
Mary C. Blasi, City Manager

ATTEST:

By: Leslie Wallace May
Leslie Wallace May, CMC
City Clerk

APPROVED AS TO LEGAL FORM:

By: Terrell C. Pyle
CITY ATTORNEY

CITY OF CORAL SPRINGS through its Mayor, authorized to execute same by Commission
action on the 16th day of May, 2018

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

By: Walter "Skip" Campbell, Jr.
Walter "Skip" Campbell, Mayor

16th Day of May, 2018

ATTEST:

APPROVED AS TO FORM:

By: Debra Thomas
Debra Dore Thomas, City Clerk

By: John J. Hearn
John J. Hearn, City Attorney

CITY OF COOPER CITY through its Mayor, authorized to execute same by Commission action
on the 24 day of October, 2017.

CITY OF COOPER CITY, FLORIDA

By: 

Greg Ross, Mayor

24 Day of October, 2017.

ATTEST:

By: 

Kathryn Sims, City Clerk

APPROVED AS TO FORM:

By: 

City Attorney

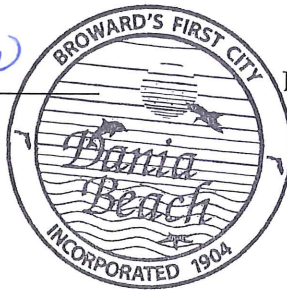
CITY OF DANIA BEACH through its Mayor, authorized to execute same by Commission action on the 27 day of FEBRUARY, 2018.

ATTEST:

CITY OF DANIA BEACH,
a Florida municipal corporation

Louise Stilson

Louise Stilson
CITY CLERK



BY: _____

Tamara James
Tamara James
MAYOR

BY: _____

Robert Baldwin
Robert Baldwin
CITY MANAGER

APPROVED FOR FORM
AND CORRECTNESS:

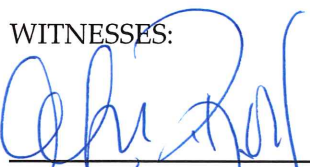

BY: _____

Thomas J. Ansbro
Thomas J. Ansbro, Esquire
CITY ATTORNEY

TOWN OF DAVIE through its Mayor, authorized to execute same by Council action on the 16 day of December, 2017.

TOWN OF DAVIE, FLORIDA

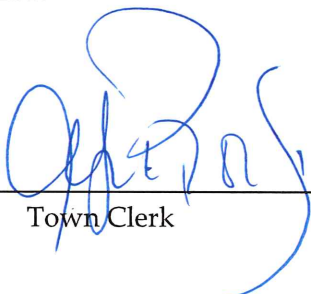
WITNESSES:

By:


Mayor/Councilmember

ATTEST:

By: 
Town Clerk

By:


Town Administrator

APPROVED AS TO FORM:

By:


Town Attorney

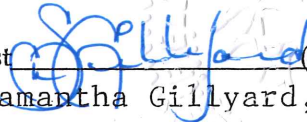
CITY OF DEERFIELD BEACH through its Mayor, authorized to execute same by Commission action on the 5 day of June, 2018.

CITY OF DEERFIELD BEACH, FLORIDA



Bill Ganz, Mayor

Attest



(Seal)

Samantha Gillyard, City Clerk

Adopted
6/13/2017

CITY OF FORT LAUDERDALE through its Mayor, authorized to execute same by Commission action on the 24 day of January, 2017. 2018.

WITNESSES:

Safaea Ali

Deborah Smith

(CORPORATE SEAL)



CITY OF FORT LAUDERDALE

By:

John P. Seiler
Mayor

By:

Lee R. Feldman
City Manager

ATTEST:

By:

[Signature]
City Clerk

Approved as to form:

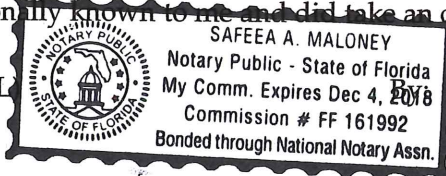
By:

[Signature]
Assistant City Attorney
Gustavo J. Ceballos

STATE OF FLORIDA:
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this January 29, 2017, by John P. Seiler, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did take an oath.

(SEAL)



Safaea A. Maloney
Notary Public, State of Florida

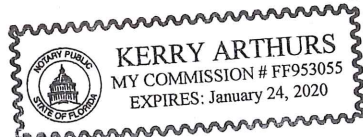
STATE OF FLORIDA:
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this January 24, 2017, by Lee R. Feldman, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did take an oath.

(SEAL)

By:

[Signature]
Notary Public, State of Florida



Adopted
6/13/2017

CITY OF HALLANDALE BEACH through its Mayor, authorized to execute same by Commission action on the 22 day of January, ~~2017~~ 2018.

ATTEST:

CITY OF HALLANDALE BEACH, FLORIDA

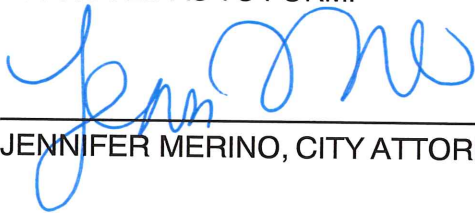
By:  for

MARIO BATAILLE, CITY CLERK

By: 

MAYOR JOY COOPER

APPROVED AS TO FORM:



JENNIFER MERINO, CITY ATTORNEY

CITY OF HOLLYWOOD through its Mayor, authorized to execute same by Commission action on the 2 day of may, 2018.

CITY OF HOLLYWOOD, FLORIDA

Attest: _____ (Seal)

BY: _____

Patricia A. Cerny, MMC
City Clerk

BY: _____

Josh Levy, Mayor

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

BY: _____

Douglas R. Gonzales, City Attorney

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND RELIANCE
OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

By: _____

CITY ATTORNEY

TOWN OF LAUDERDALE-BY-THE-SEA through its Mayor, authorized to execute same by Commission action on the 10th day of October, 2017.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

Attest: _____ (Seal)

BY: 

Tedra Allen, Town Clerk

BY: 

Scot Sasser, Mayor

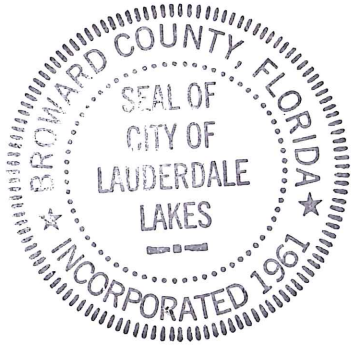
Approved as to form and legality
For the use and reliance of the
Town of Lauderdale-By-The-Sea, Florida, only.

BY: 

Susan L. Trevarthen, Town Attorney

Adopted
6/13/2017

CITY OF LAUDERDALE LAKES through its Mayor, authorized to execute same by Commission action on the 22 day of May, 2017. 2018.



CITY OF LAUDERDALE LAKES

By:



Hazelle Rogers, MAYOR

ATTEST:

By:



Sharon Houslin, CITY CLERK

Signed, sealed and delivered in
The presence of:



Witness Signature

Witness Signature



Printed Name

Printed Name



Witness Signature

Witness Signature




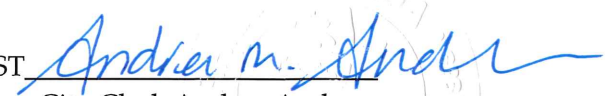
Printed Name

Printed Name

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

CITY OF LAUDERHILL, FLORIDA

By: 
Mayor Richard J. Kaplan

ATTEST 
City Clerk Andrea Anderson

(Seal)

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

ATTEST:

CITY OF MARGATE, FLORIDA

By: _____
CITY CLERK, JOSEPH J. KAVANAGH

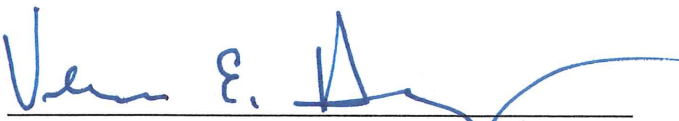
By: _____
MAYOR, Tommy Ruzzano

By: _____
SAMUEL A. MAY
CITY MANAGER

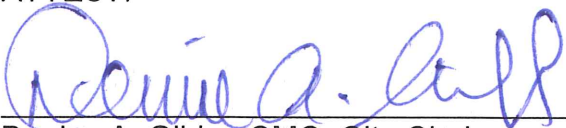
APPROVED AS TO FORM:

By: _____
Douglas R. Gonzales
CITY ATTORNEY

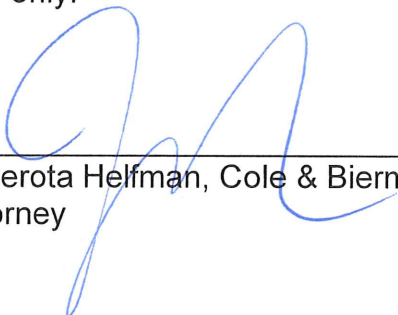

CITY OF MIRAMAR, FLORIDA

By: 
Vernon E. Hargray, Interim City Manager

ATTEST:


Denise A. Gibbs, CMC, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By 
Weiss Serota Helfman, Cole & Bierman, P.L. 
City Attorney

CITY OF NORTH LAUDERDALE through its Mayor, authorized to execute same by Commission action on the 10 day of July, 2018

CITY OF NORTH LAUDERDALE, a
Florida municipal corporation

By: AB Kelly 2018
Ambreen Bhatti, City Manager

ATTEST:

APPROVED AS TO FORM:

By: Patricia Vancheri 7/12/18
Patricia Vancheri, City Clerk

By: Samuel S. Goren 7/12/18
Samuel S. Goren, City Attorney

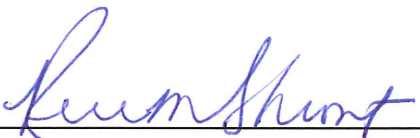


CITY OF OAKLAND PARK through its Mayor, authorized to execute same by Commission action on the 2 day of May, 2018.

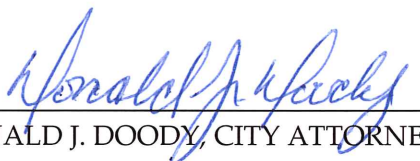
CITY OF OAKLAND PARK
a Florida municipal corporation

By: 
TIM LONERGAN, MAYOR

ATTEST:

By: 
RENEE M. SHROUT, CMC, CITY CLERK
R. 2018.061


APPROVED AS TO FORM:

By: 
DONALD J. DOODY, CITY ATTORNEY

CITY OF PARKLAND through its Mayor, authorized to execute same by Commission action on the 1st day of November, 2017.


CITY OF PARKLAND

WITNESSES:

By: 

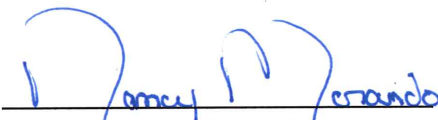
By: 
Mayor Christine Hunschofsky

1st Day of November, 2017.

By: 

ATTEST:

By: 
Jennifer Johnson, City Clerk


By: 
Asst City Manager Nancy Morando

1st Day of November, 2017.

(CORPORATE SEAL)



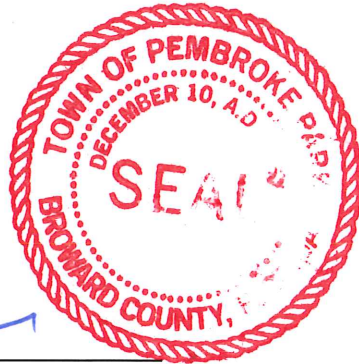
APPROVED AS TO FORM:

By: 
City Attorney

Adopted
6/13/2017

TOWN OF PEMBROKE PARK through its Mayor, authorized to execute same by Commission
action on the 6 day of December, 2017.

ATTEST:



By: _____

Annette Wexler
Clerk-Commissioner

NATASHA JOSEPH
DEPUTY TOWN CLERK

TOWN OF PEMBROKE PARK

By: _____

Ashira Mohammed
Mayor-Commissioner

Adopted
6/13/2017

CITY OF PEMBROKE PINES through its Mayor, authorized to execute same by Commission action on the 20 day of December 2017.

ATTEST:

CITY OF PEMBROKE PINES, FLORIDA

By: 

MARLENE GRAHAM, CITY CLERK

By: 

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:


SAM GOREN, CITY ATTORNEY



CITY OF PLANTATION through its Mayor, authorized to execute same by Council action on the 3 day of April, 2018

Signed, sealed and delivered in the presence of:

CITY OF PLANTATION

Attest Susan K. Slattey
Susan Slattey, City Clerk

By: Diane Veltri Bendekovic
Diane Veltri Bendekovic, Mayor

Witness:

Pamela Ponce de Leon
Pamela Ponce de Leon
Typed Name of Witness

As to legal form:

Witness:

Eleanor F. Bowen
Eleanor F. Bowen
Typed Name of Witness

By: [Signature]
City Attorney

This Intergovernmental Agreement was authorized by City Resolution No. 12586 which became effective on March 14, 2018.

CITY OF POMPANO BEACH through its Mayor, authorized to execute same by Commission action on the 21 day of February, 2018.

Witness:

CITY OF POMPANO BEACH

By: Betty J. Mones
Signature

By: [Signature]
LAMAR FISHER, MAYOR

By: Shelly R. Bartholomew
Signature

By: [Signature]
GREG HARRISON, CITY MANAGER

Attest:

By: [Signature]
ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As to Form:

By: [Signature]
MARK BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of February, 2018 by LAMAR FISHER as Mayor, GREGORY P. HARRISON as City Manager and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



TOWN OF SOUTHWEST RANCHES through its Mayor, authorized to execute same by Council action on the 9th day of November, 2017.

TOWN OF SOUTHWEST RANCHES, FLORIDA

By: 

DOUG MCKAY, MAYOR

ATTEST:

By: 

RUSSELL MUNIZ, TOWN CLERK

APPROVED AS TO FORM AND CORRECTNESS

By: 

KEITH POLIAKOFF, TOWN ATTORNEY

CITY OF SUNRISE through its Mayor, authorized to execute same by Commission action on the 13th day of march, 2018.

CITY OF SUNRISE, FLORIDA

BY: 
Michael J. Ryan, Mayor

This 10 day of April, 2018.

AUTHENTICATION:


Felicia M. Bravo, City Clerk
(SEAL)



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

BY: 
Kimberly A. Kisslan

Adopted
6/13/2017

CITY OF TAMARAC through its Mayor, authorized to execute same by Commission action on the 13 day of Dec, 2017.

CITY OF TAMARAC

By: [Signature]
Harry Dressler, Mayor

Date: 01-08-18

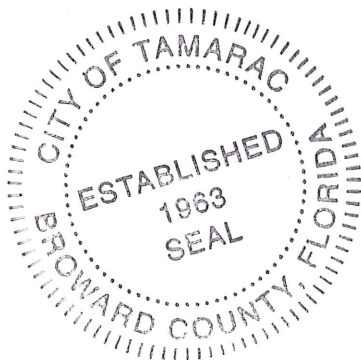
ATTEST: _____

By: [Signature]
Pam Teufel, City Clerk

Date: 1/9/18

By: [Signature]
Michael C. Cernech, City Manager

Date: 12-19-17



Approved as to form and legal
Sufficiency:

By: [Signature], 12/19/17
Samuel S. Goren, City Attorney

CITY OF WESTON through its Mayor, authorized to execute same by Commission action on the 4th day of December, 2017.

CITY OF WESTON, through its City
Commission

By: 
Daniel J. Stermer, Mayor

4th day of December, 2017

By: 
John R. Flint, City Manager

5th day of December, 2017

ATTEST:


Patricia A. Bates, MMC, City Clerk

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

By: 
Jamie Alan Cole, City Attorney

4th day of December, 2017

(CITY SEAL)


CITY OF WEST PARK through its Mayor, authorized to execute same by Commission action on the 25 day of JUNE 2017/8

CITY OF WEST PARK, through its
City Commission


ATTEST:



Alexandra Grant, City Clerk

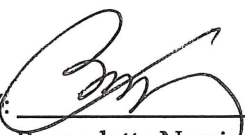
By: 

Eric H. Jones, Jr., Mayor
20th day of JUNE, 2018

BY: 

W. Ajibola Balogun, City Manager
(RESOLUTION 2018-56)
25th day of June, 2018

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

BY: 

Burnadette Norris-Weeks, City Attorney
20th day of JUNE, 2018

(CITY SEAL)

CITY OF WILTON MANORS through its Mayor, authorized to execute same by Council action on the 12th day of June, 2018.

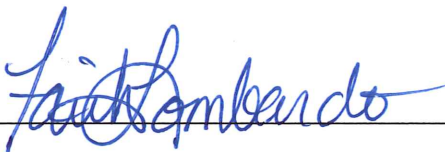
CITY OF WILTON MANORS, FLORIDA

By: 

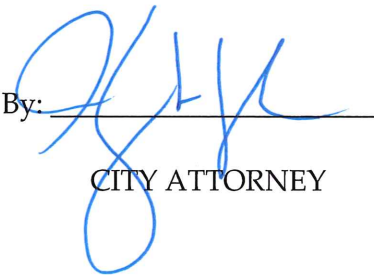
Gary Resnick, MAYOR

ATTEST:

APPROVED AS TO FORM:

By: 

Faith Lombardo, CITY CLERK

By: 

CITY ATTORNEY

EXHIBIT "A"
ADDRESS AND NOTICE LIST

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

Broward County Environmental Protection & Growth Management Department
1 North University Drive, Building A, Suite 102
Plantation, Florida 33324

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, FL 33329

City Manager
City of Coral Springs
9530 West Sample Road
Coral Springs, FL 33065

City Manager
City of Dania Beach
100 West Beach Boulevard
Dania Beach, FL 33004

Town Administrator
Town of Davie
6591 Orange Drive
Davie, FL 33314

City Manager
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, FL 33441-3598

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

City Manager
City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009

City Manager
City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL 33022

Town Manager
Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

City Manager
City of Lauderdale Lakes
4300 N. W. 36 Street
Lauderdale Lakes, FL 33319

City Manager
City of Lauderhill
3800 Inverrary Boulevard
Lauderhill, FL 33319

City Manager
City of Margate
5790 Margate Boulevard
Margate, FL 33063

City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

City Manager
City of North Lauderdale
701 S.W. 71 Avenue
North Lauderdale, FL 33068

City Manager
City of Oakland Park
3650 N. E. 12th Avenue
Oakland Park, FL 33334

City Manager
City of Parkland
6600 University Drive
Parkland, FL 33067

Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, FL 33026-3900

Mayor
City of Plantation
400 N. W. 73 Avenue
Plantation, FL 33317

City Manager
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

Town Administrator	with a copy to:	Keith Poliakoff, Town Attorney
Town of Southwest Ranches		3111 Stirling Road
13400 Griffin Road	Fort Lauderdale, FL 33312	
Southwest Ranches, FL 33330		

City Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

City Manager
City of Tamarac
7525 N. W. 88 Avenue
Tamarac, FL 33321-2401

City Manager
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

City Manager
City of West Park
PO Box 5710
Hollywood, FL 33083-5710

City Manager
City of Wilton Manors
524 NE 21st Court
Wilton Manors, FL 33305

Staff Working Group Member
The School Board of Broward County, Florida
600 Southeast Third Avenue, 8th Floor
Fort Lauderdale, Florida 33301

Staff Working Group Member
Environmental Protection & Growth Management Department
1 North University Drive, Building A, Suite 102
Plantation, Florida 33324

Staff Working Group Member
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

Staff Working Group Member
City of Cooper City
9090 SW 50th Place
Cooper City, FL 33329

Staff Working Group Member
City of Coral Springs
9530 West Sample Road
Coral Springs, FL 33065

Staff Working Group Member
City of Dania Beach
100 West Beach Boulevard
Dania Beach, FL 33004

Staff Working Group Member
Town of Davie
6591 Orange Drive
Davie, FL 33314

Staff Working Group Member
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, FL 33441-3598

Staff Working Group Member
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Staff Working Group Member
City of Hallandale Beach
400 South Federal Highway
Hallandale, FL 33009

Staff Working Group Member
City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL 33022

Staff Working Group Member
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

Staff Working Group Member
City of Lauderdale Lakes
4300 N. W. 36 Street
Lauderdale Lakes, FL 33319

Staff Working Group Member
City of Lauderhill
3800 Inverrary Boulevard
Lauderhill, FL 33319

Staff Working Group Member
City of Margate
5790 Margate Boulevard
Margate, FL 33063

Staff Working Group Member
City of Miramar
2200 Civic Center Place
Miramar, FL 33025

Staff Working Group Member
City of North Lauderdale
701 S.W. 71 Avenue
North Lauderdale, FL 33068

Staff Working Group Member
City of Oakland Park
3650 N. E. 12th Avenue
Oakland Park, FL 33334

Staff Working Group Member
City of Parkland
6600 University Drive
Parkland, FL 33067

Staff Working Group Member
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Staff Working Group Member
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, FL 33026-3900

Staff Working Group Member
City of Plantation
400 N. W. 73 Avenue
Plantation, FL 33317

Staff Working Group Member
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

Staff Working Group Member
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

Staff Working Group Member
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Staff Working Group Member
City of Tamarac
7525 N. W. 88 Avenue
Tamarac, FL 33321-2401

Staff Working Group Member
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

Staff Working Group Member
City of West Park
PO Box 5710
Hollywood, FL 33083-5710

Staff Working Group Member
City of Wilton Manors
524 NE 21st Court
Wilton Manors, FL 33305

APPENDIX A- DEFINITIONS

For purposes of this Appendix, the following terms, phrases, words and their derivation shall have the meanings given herein when not inconsistent with the text. Words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word “shall” is mandatory and the word “may” is permissive.

a. **Adjacent School Service Areas:** Effective school boundaries located next to each other, which touches along one side, and not only at a point of the outside boundary.

b. **Capital Improvements Element:** The part of a Comprehensive Plan that outlines principles for construction, extension, or increase in capacity of public facilities, as well as a component which outlines principles for correcting existing public facility deficiencies, which are necessary to implement the comprehensive plan.

c. **Charter School:** An alternative public school authorized pursuant to Section 1002.33, Florida Statutes. The school is built to meet the State Requirements for Educational Facilities standards when used as a Proportionate Share Mitigation Option and is operated by a not-for-profit entity, under a charter with the local school district.

d. **Concurrency Service Areas:** For the sole purpose of this Third Amended and Restated Agreement “concurrency service areas” shall mean the geographic area or effective school boundary for each school level where public school concurrency LOS standard will be measured when an application for residential development is reviewed for public school concurrency purposes.

e. **Comprehensive Plan:** A legal document, or series of documents, required by Florida Law (Sections 163.3177 and 163.3180, Florida Statutes, as amended) to be adopted by Local Governments. The plan should consist of materials in such descriptive form, written or graphic, as may be appropriate to the prescription of principles, guidelines, and standards for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the jurisdiction. Each comprehensive plan must contain several “elements” that address key issues such as land use, capital improvements, public school facilities, traffic circulation, sewer and solid waste, potable water, housing, and intergovernmental coordination.

f. **Consistency:** Compatible with and furthering the goals, objectives and policies of the Comprehensive Plan Elements and this Third Amended and Restated Agreement. See Section 163.3194, Florida Statutes, as amended.

g. **Core Facilities:** The media center, cafeteria, gymnasium, toilet facilities and circulation space of an educational facility.

- h. Cost per Student Station or Student Station Cost Factors:** The statewide average construction costs for facilities serving each instructional level, for relocatable educational facilities, for administrative facilities and for ancillary and auxiliary facilities as computed annually by the Florida Department of Education, as defined in Section 1013.64, Florida Statutes, as amended.
- i. Declaration of Restrictive Covenant:** The binding agreement that is executed and filed against a property by its property owner that addresses the proportionate share mitigation approved by the School Board and recorded in Broward County public records.
- j. Developer:** Any person or legal entity, including a governmental agency, submitting an application to engage in land development.
- k. Development Order:** Any order granting, denying, or granting with conditions, an application for a development permit, as provided in Section 163.3164(15), Florida Statutes, as amended.
- l. Development Permit:** As provided in Section 163.3164(16), Florida Statutes, as amended, includes any building permit, subdivision approval, zoning, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
- m. District Educational Facilities Plan:** The comprehensive planning document prepared annually by the District and submitted to the Office of Educational Facilities and SMART Schools Clearinghouse and the affected local governments, as defined in Section 1013.31, Florida Statutes, as amended.
- n. Dwelling:** A house, apartment, or condominium unit, trailer, group of rooms, or a single room intended for occupancy as separate living quarters with direct access from the outside of the building or through a common hall and with complete kitchen facilities for the exclusive use of the occupants, including rental units contained in a multi-unit structure or complex which are licensed by the State Department of Business Regulation, Division of Hotels and Restaurants, as “apartments”, and “rental condominiums”.
- o. Educational Facility:** The buildings and equipment, structures, and special educational use areas that are built, installed, or established to serve primarily the educational purposes and secondarily the social and recreational purposes of the community, as defined in Section 1013.01, Florida Statutes, as amended.
- p. Exempt Local Government:** Pursuant to Section 163.31777, Florida Statutes, as amended, a Municipality that is not required to participate in public school concurrency due to meeting all the requirements for having no significant impact on public school attendance.

- q. Finding of Adequacy:** A determination by the applicable Local Government(s) that an application is in compliance with the applicable standards and minimum requirements of Chapter 5, Article IX, Division 1, Broward County Land Development Code, as amended.
- r. Flexibility Units:** Those residential units which may be redistributed within specific geographic areas through the local plan amendment process and the Broward County Planning Council recertification process as further defined within the Administrative Rules Document: Broward County Land Use Plan.
- s. Florida Inventory of School Houses (FISH):** The numbering system used by the Department of Education for parcels, buildings, and rooms in public educational facilities or as further defined in Section 6A-2.0010, Florida Administrative Code, as amended.
- t. Full-Time Equivalent (FTE) Student Count – Fall Semester:** A fall semester count of all “full-time equivalent” students, pursuant to Chapter 1011.62, Florida Statutes, as amended.
- u. Financial Feasibility:** An assurance that sufficient revenues are currently available or will be available from committed funding sources for the first three (3) years, or will be available from committed or planned funding sources for years four (4) and five (5), of a five-year capital improvement schedule.
- v. Functional Equivalent:** See “Plat, Functional Equivalent” or “Site Plan, Functional Equivalent”.
- w. Gross Capacity:** The number of students that may be housed in a facility (school) at any given time based on the utilization percentage (as established by the State Requirements for Educational Facilities) of existing satisfactory student stations.
- x. Land Development Code:** An ordinance or ordinances enacted by a local governing body for the regulation of any aspect of development, including zoning or rezoning, subdivision, building construction, or sign regulation or any other regulation controlling the development of land.
- y. Level of Service Standard (LOS):** A level of service at which a public school facility is expected to operate, as defined in Section 163.3180, Florida Statutes, as amended. 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. Level of service shall indicate the capacity per unit of demand for each public facility.
- z. Local Government:** Broward County and its Municipalities.

aa. Lot: A parcel or tract of land designated and identified as a single unit of area in a subdivision plat officially recorded in the public records of Broward County, Florida.

bb. Maximized Utilization: The use of student capacity at each school to the greatest extent possible, based on the adopted level of service standard and the capacity, taking into account special considerations such as, core capacity, special programs, transportation costs, geographic impediments, diversity programs, 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.

cc. Municipalities: Those cities, villages and towns created pursuant to general or special law authorized or recognized pursuant to Section 2 or Section 6, Article VIII, of the State Constitution and located in Broward County except those that are exempt from the Public School Facilities Element.

dd. Oversight Committee: Committee established pursuant to Article 11, Subsection 11.1 of this Third Amended and Restated Agreement, and primarily responsible for the monitoring of the implementation of the Third Amended and Restated Interlocal Agreement for Public School Facility Planning.

ee. Permanent Capacity: Permanent student station multiplied by the utilization factor identified in FISH.

ff. Permanent Student Station: The floor area in a permanent classroom required to house a student in an instructional program multiplied by the utilization factor, as determined by the Florida Department of Education.

gg. Plat: A map or delineated representation depicting the division or subdivision of a tract or parcel of land(s) into lot(s), block(s), parcel(s), tract(s) or other portions thereof, however designated.

hh. Plat, Functional Equivalent: May include, but not be limited to, the amendment to a plat, the replat or replatting of an otherwise existing platted tract or parcel of land(s).

ii. Platted Land: Any land which can be referenced to an official plat book and page recorded in the public records of Broward County, Florida.

jj. Program Capacity: The capacity of a school once the special space needs for programs including, but not limited to, English as a Second Language (ESOL), special programs for the emotionally handicapped, autistic and varying exceptionalities have been addressed.

kk. Proportionate Share Mitigation: A developer improvement or contribution identified in a binding and enforceable agreement to satisfy the additional student impact created by

proposed development containing residential units on deficient public school facilities, as set forth in Section 163.3180(6)(h), Florida Statutes, as amended.

ll. Proposed New Residential Development: Any application for new residential development, or any amendment to a previously approved residential development, which results in an increase in the total number of housing units.

mm. Public Facilities: Major capital improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, education, parks and recreation facilities.

nn. Public School Facilities Element: The part of a Comprehensive Plan that addresses public educational facilities. The element must be based upon data and analyses that address how level of service standards will be achieved and maintained and must contain goals, which establish the long-term end toward which public school programs and activities are ultimately directed.

oo. Public School Impact Application: An application for proposed development submitted by a developer, which would impact public school facilities.

pp. Quarterly: Documents or Reports as may be required to be prepared, produced or published four times a year, at three-month intervals.

qq. Residence: A building, or part thereof, designated and used as the primary dwelling place for a person or persons, containing living, sleeping, kitchen and sanitary facilities.

rr. Residential Development: Any development that is comprised of dwelling units, in whole or in part, for permanent human habitation.

ss. Reserve Units: Residential units as defined in the Administrative Rules Document of the Broward County Planning Council.

tt. School Board: The School Board of Broward County, Florida, the governing body of the School District, a body corporate pursuant to Section 1001.40, Florida Statutes, as amended.

uu. School Boundaries: The geographic area, which identifies public school assignment as annually approved by the School Board, and as further defined by School Board Policy 5000, as amended.

vv. School District (or District): The District for Broward County created and existing pursuant to Section 4, Article IX of the State Constitution.

ww. Site Plan, Functional Equivalent: May include, but not be limited to, administrative or otherwise examination of a proposed site plan by applicable regulatory staff members for the purpose of verification of development regulatory compliance. Such review is commonly referred by the Local Governments as being conducted by the Development Review Committee or the Plans Review Committee.

xx. Staff Working Group: Group comprised of staff representatives from the School Board, Broward County and the Municipalities established pursuant to Article II, Subsection 2.1 of this Third Amended and Restated Agreement primarily to coordinate implementation of the provisions of this Third Amended and Restated Agreement.

yy. Tentative District Educational Facilities Plan: The comprehensive planning document prepared annually by the District and submitted to the Office of Educational Facilities and SMART Schools Clearinghouse and the affected Local Government(s), as defined in Section 1013.35, Florida Statutes, as amended.

zz. Type of School: Schools providing the same level of education, i.e. elementary, middle or high school.

aaa. Triparty Agreement: The binding agreement between the School Board, Broward County and a Municipality proposing development with a residential component that addresses the proportionate share mitigation proposed by the Municipality and accepted by the School Board, to address the student impact anticipated from the development, and recorded in Broward County public records.

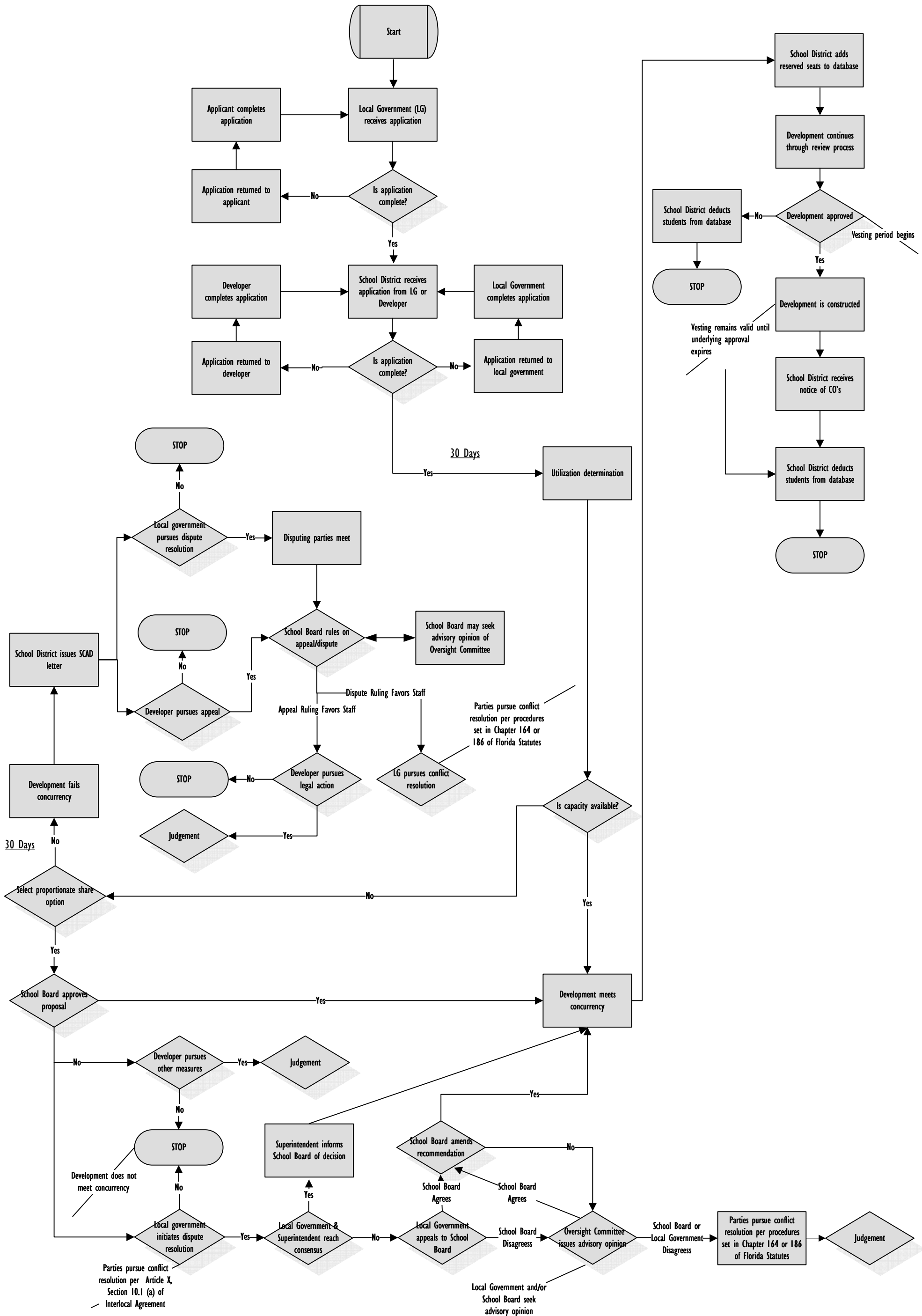
bbb. Use, Residential: A use which constitutes the occupancy of a building for dwelling purposes, either permanently or temporarily, except for hotels, motels, timeshares or other public lodging establishments.

ccc. Utilization: A percentage derived from the comparison of the total number of enrolled students identified in the District's Online Planning Tool, to the total number of capacity at a facility within a school boundary.

**Appendix B - PUBLIC SCHOOL CONCURRENCY REVIEW PROCESS
FLOWCHART**
(Attached)

APPENDIX B

Public School Concurrency Review Process Flowchart



Appendix C - ACRONYM LIST

BCLDC	Broward County Land Development Code
CIE	Capital Improvements Element
CO or CO's	Certificate of Occupancy
CSA	Concurrency Service Areas
DEFP	District Educational Facilities Plan
DOE	Department of Education
FAC	Florida Administrative Code
FISH	Florida Inventory of School Houses Housing
FTE	Full-Time Equivalent
LDC	Land Development Code
LDR	Land Development Regulations
LOS	Level Of Service Standard
LPA	Local Planning Agency
PSFE	Public School Facilities Element
PSIA	Public School Impact Application
SCAD	School Capacity Availability Determination Letter
SREF	State Requirements for Educational Facilities
SWG	Staff Working Group



#

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA#

600 SE 3rd Avenue • Fort Lauderdale, Florida 33301 • Office: 754-321-2177 • Fax: 754-321-2179

Facility Planning and Real Estate Department
 # Chris Akagbosu, Director
 # 754-321-2177
 # chris.akagbosu@browardschools.com
 # www.browardschools.com

**The School Board of
Broward County, Florida**

Donna P. Korn, Chair
 Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff
 Robin Bartleman
 Heather P. Brinkworth
 Patricia Good
 Laurie Rich Levinson
 Ann Murray
 Nora Rupert

Robert W. Runcie
 Superintendent of Schools

May 15, 2020

Nixon Lebrun, AICP, MPA, CFM
 Senior Planner
 Economic Development Department
 City of Miramar
 2200 Civic Center Place
 Miramar, FL 33025

Re: City of Miramar – Public School Facilities Element & Capital Improvements Element- Comprehensive Plan

Dear Mr. Lebrun:

This correspondence is in response to your correspondence received on May 5, 2020, in which you provided District staff with proposed changes to the Goals, Objectives and Policies of the Capital Improvements Element (CIE) and Public School Facilities Element (PSFE) of the City of Miramar Comprehensive Plan. The proposed amendments are generally consistent with the Third Amended and Restated Interlocal Agreement for Public School Facility Planning. Therefore, District staff finds the proposed amendments satisfactory.

As always, thank you for your continued cooperation and support on growth management matters pertaining to Broward County Public Schools. If you have any questions or need further information, please email me at lisa.wight@browardschools.com or call me at 754-321-2172.

Sincerely,

Lisa Wight

Lisa Wight
 Planner, Growth Management Department
 Facility Planning and Real Estate Department

LW:lw