

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Marcie Nolan, AICP, Acting Development Services Director/  
(954) 797-1101

**PREPARED BY:** Ingrid Allen, Planner III

**SUBJECT:** ZB(TXT) 1-2-08 School Concurrency

**AFFECTED DISTRICT:** Townwide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** CODE AMENDMENT - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT CODE, ARTICLE XI. DEVELOPMENT REVIEW PROCEDURES; ADDING DIVISION 6, SCHOOL CONCURRENCY, IN ORDER TO COMPLY WITH REQUIREMENTS TO IMPLEMENT PUBLIC SCHOOL CONCURRENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The intent of this code amendment is to implement the public school concurrency requirements that were approved by the Florida Legislature in Senate Bill 360 during the 2005 legislative session. School concurrency requires a certain amount of coordination among local governments and the school districts, and it also prohibits local governments from approving new development unless school capacity has been determined to be available. On January 2, 2008, the Town took the first step in establishing school concurrency by adopting the Amended Interlocal Agreement for Public School Facility Planning. This agreement was entered into between the School Board of Broward County, Broward County and 27 local municipalities. On April 2, 2008, the Town adopted an amendment to the Comprehensive Plan that added a Public School Facilities Element (PSFE) and amended both the Intergovernmental Coordination Element (ICE) and Capital Improvements Element (CIE). This amendment to the Comprehensive Plan became effective on June 17, 2008. According the Amended Interlocal Agreement (ILA) for Public School Facility Planning, within 90 days of the amendment to the Comprehensive Plan becoming effective, each municipality must adopt public school concurrency provisions into its land development regulations. The proposed code amendment establishes review procedures for school concurrency prescribed in the PSFE.

**PREVIOUS ACTIONS:** none

**CONCURRENCES:** At the August 13, 2008 Local Planning Agency meeting, Mr. Busey made a motion, seconded by Mr. DeArmas, to accept the ordinance with the stipulation that “tri-party” be “spelled out” as to whom the three parties are. Elsewhere in the document it did that; however, at first mention, it should clarify what was being referenced. (Motion carried 4-0. Vice Chair Stevens was absent).

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

**RECOMMENDATION(S):** Staff recommends approval of the ordinance.

**Attachment(s):** Ordinance, Amended Interlocal Agreement (ILA) for Public School Facility Planning

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT CODE, ARTICLE XI. DEVELOPMENT REVIEW PROCEDURES; ADDING DIVISION 6, SCHOOL CONCURRENCY, IN ORDER TO COMPLY WITH REQUIREMENTS TO IMPLEMENT PUBLIC SCHOOL CONCURRENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, due to statutory changes adopted by the State in 2005 through Senate Bill 360, all local governments in Florida are required to create and implement a school concurrency system; and

WHEREAS, on April 2, 2008 the Town took the first steps in establishing school concurrency by adopting an amendment to the Comprehensive Plan that added a Public School Facilities Element as well as amended both the Intergovernmental Coordination Element (ICE) and Capital Improvements Element (CIE); and

WHEREAS, the Florida Department of Community Affairs has determined that the effective date of school concurrency in each local jurisdiction is 21 days after the amendment to the Comprehensive Plan is found consistent; and

WHEREAS, the effective date of school concurrency in the Town is June 17, 2008.

WHEREAS, within 90 days of school concurrency becoming effective, the Town is required to amend the Land Development Code and adopt the required public school concurrency provisions outlining the development review process for proposed residential developments; and

WHEREAS, the Local Planning Agency of the Town of Davie held a public hearing on August 13, 2008; and

WHEREAS, the Town Council of the Town of Davie held a public hearing duly advertised as required by State Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the above foregoing whereas clauses are hereby incorporated.

SECTION 2. That Division 6, School Concurrency, of the Land Development Code of the Town of Davie, Florida (the "Town"), is hereby added to read as follows:

## **DIVISION 6. SCHOOL CONCURRENCY**

### **Sec. 12-350 Public School Concurrency**

Pursuant to the Public School Facilities Element (PSFE) of the Town of Davie Comprehensive Plan and the Amended Interlocal Agreement for Public School Facility Planning (ILA), the Town, in collaboration with the School Board of Broward County (School Board), shall ensure public school facilities will be available for current and future students consistent with available financial resources and adopted level of service standards and that such facilities will be available concurrent with the impact of proposed residential development.

(A) Applications Subject to a Public School Concurrency Determination: The Town shall not approve an application for a residential plat, replat, plat note amendment, or any site plan, until the School Board has reported that the school concurrency requirement has been satisfied or unless the Town has determined that the application is exempt or vested.

(B) Exemptions and Vested Development:

(1) The following residential applications shall be exempt from the requirements of public school concurrency:

(a) An application which generates less than one student at each school level in the relevant Concurrency Service Area (CSA). Such development shall nevertheless be subject to the payment of school impact fees.

(b) An application for age restricted communities with no permanent residents under the age of eighteen (18). Exemption for an age restricted community shall only be applicable provided that a recorded Restrictive Covenant prohibiting the residence of school aged children in a manner not inconsistent with federal, state or local law or regulations is provided.

(c) A Development of Regional Impact (DRI) with a development order issued before the effective date of Senate Bill 360 (effective date of Senate Bill 360 is July 1, 2005) or an application submitted before May 1, 2005.

(d) As may otherwise be exempted by Florida Statutes, including but not limited to, applications within municipalities which meet specific qualifying criteria outlined in the Statute and approved by the School Board.

(2) The following residential applications shall be vested from the requirements of public school concurrency:

(a) Any application located within a previously approved comprehensive plan amendment or rezoning which is subject to a mitigation agreement in accordance with the following:

1. 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", as may be amended from time to time, and;

2. A Declaration of Restrictive Covenant executed and recorded by the Developer, or the development is located within a boundary area that is subject to an executed and recorded tri-party agreement (between the School Board, local government and the applicant) consistent with School Board Policy 1161, as may be amended from time to time.

(b) Any application 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 application. This includes any unexpired application approved by the Town between February 2, 1979 and the effective date of the Public School Facilities Element and other related amendments regarding school concurrency to the Comprehensive Plan.

(c) Any residential site plan (or functional equivalent) that has received final approval, and which has not expired, prior to the effective date of public school concurrency.

(3) To be exempt or vested from the requirements of public school concurrency, an applicant seeking such a determination shall be required to submit documentation with the application to the Town 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. The Town shall transmit or provide written information to the School Board indicating that the units in the application are vested.

(C) Level of Service Standards: The level of service standard (LOS) shall be 110% of the permanent Florida Inventory of School Housing capacity for each Concurrency Service Area (CSA). The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements contained in the effective Five-Year Adopted District Educational Facilities Plan (DEFP).

(D) Concurrency Service Areas (CSA's): The areas for the implementation of public school concurrency in Broward County shall be known as Concurrency Service Areas (CSA), and such CSA's shall be the approved school boundaries for elementary, middle and high schools as annually adopted by the School Board. For the purposes of public school concurrency, such CSA's 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.

(E) Student Generation Rates: The Broward County adopted student generation rate(s) contained in Broward County Land Development Code Section 5-182(m)(6) "Student Generation Rates" shall be utilized to determine the potential student impact anticipated from the residential development proposed in submitted applications.

(F) Review Procedure:

(1) Public School Impact Application (PSIA)

Any applicant submitting an application with a residential component, that is not exempt or vested, is subject to public school concurrency and shall be required to submit a Public School Impact Application (PSIA) for review by the School District. Evidence of acceptance of the PSIA and payment of the applicable application fee to the School District shall be required prior to acceptance of the application by the Town.

(2) School Capacity Availability Determination Letter (SCAD)

(a) No residential application or amendments thereto, shall be approved by the Town, unless the residential development is exempt or vested from the requirements of public school concurrency, or until a School Capacity Availability Determination (SCAD) Letter has been received from the School District confirming that capacity is available, or if capacity is not available, that proportionate share mitigation has been accepted by the School Board. The SCAD letter shall be sent to the applicant, the Broward County Development Management Division and the Town with jurisdiction over the subject development, no later than forty-five (45) days after acceptance of the completed PSIA by the School District.

(b) The School District shall determine the potential student impact from proposed residential development on the applicable CSA by performing the review procedure specified in School Board Policy 1161, as amended.

(c) If the School District determines that sufficient permanent 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 and that the proposed development satisfies public school concurrency requirements.

(d) If the SCAD Letter states that the development has not satisfied public school concurrency requirements, the SCAD Letter shall state the basis for such determination, and the applicant shall have thirty (30) days to propose proportionate share mitigation to the School District.

(e) 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 among the School Board, the Town (if applicable) and the applicant, an amended SCAD Letter shall state that adequate capacity anticipated from the accepted proportionate share mitigation will be available to accommodate the student impact anticipated from the proposed development and that the proposed development satisfies public school concurrency requirements. The total amount committed for any mitigation option shall not be less than the school impact fees due for the proposed units as calculated based upon the adopted school impact fee schedule provided in Section 5-182 (m)(3) of the Broward

County Code of Ordinances. The school impact fee for the development shall be considered included in the total proportionate share mitigation amount due or paid. If the proportionate share mitigation is not accepted by the School Board, the Amended SCAD Letter shall state the basis upon which the mitigation proposal(s) was rejected and why the development is not in compliance with public school concurrency requirements.

(f) An applicant adversely impacted by a SCAD determination may appeal such determination by written request to the School Board within the designated thirty (30) day time period. A timely request for an appeal shall stay the requirement for an applicant to propose proportionate share mitigation until the appeal has been resolved.

(G) Term of public school concurrency

(1) The public school concurrency approval for a residential application shall expire if development does not commence, as outlined in (2) below, within five (5) years following the date of Town approval.

(2) If a residential application receives Town approval, the development and anticipated students shall be considered vested for up to five (5) years from the date of Town approval. Vesting of a residential application 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 is denied, the School Board shall deduct students associated with the development from its database.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase, title, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

SECTION 5. This ordinance shall take effect immediately upon its passage and adoption.

PASSED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008.

PASSED ON SECOND READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008.

Attachment A

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

**January December 7, 20078**

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

This amended agreement (hereinafter referred to as "Amended 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 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 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 permitting 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, 163.3180(13), and 1013.33 Florida Statutes, the School Board, County and Municipalities are required to update their current Public School Interlocal Agreement; and

WHEREAS, Section 163.3180(13), Florida Statutes, requires the School Board, County and Municipalities to adopt 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, Section 163.3180(13)(g), 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 Sections 163.31777 and 163.3180 (13)(g), Florida Statutes; and

WHEREAS, the County and Municipalities, also referred to collectively as the "Local Governments," are entering into this Amended 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 Sections 163.3180 (13)(d)2 and 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 Amended 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 Amended 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, and off site improvements and public school concurrency issues. A written ~~summary~~ report regarding implementation of the Amended Agreement will be prepared issued by the Staff Working Group and provided to the Oversight Committee referenced in Article XI of this Amended Agreement. Such report shall be the basis for the annual report issued by the Oversight Committee as required by Article XI of this Amended Agreement. ~~The initial meeting of the Staff Working Group shall be held within 60 days from the effective date of this Agreement, upon at least 30 days written advance notice.~~
- 2.2 Monitoring and evaluation of the school concurrency process is required pursuant to Section 163.3180(13)(g)(6)(c), Florida Statutes. The Staff Working Group shall, by December 31<sup>st</sup> 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

### Section 3

A calendar of important dates regarding the provisions of student enrollment, population projections and other necessary shared information is depicted in Appendix "B", attached hereto and made a part hereof.

- 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 annually and provided in the subsequent calendar year at the sStaff wWorking gGroup 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 June 30, 2007~~3~~ 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") ~~no later than 14 days prior to the anticipated hearing date by the School Board.~~ 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 Housing 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 from~~ no later than July 31, 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 ~~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 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 September, 2003~~ August 31, 2007 and annually thereafter, the County in conjunction with the Municipalities ~~will use their respective best efforts to 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, ~~and 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, ~~and 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, ~~and 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 No later than the 15<sup>th</sup> of each month, 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 month. At a minimum, the information shall contain the plat name, plat number, residential type, ~~and~~ number of units and date of approval. If no plat was approved during the month, the County will send correspondence indicating so.

4.6 No later than ~~the~~ the 15th days 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, and number of residential units if applicable, date adopted, and the effective date of the new land use designation. ~~If no land use plan amendment was adopted during the month, the County will send correspondence indicating so.~~

## 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 Amended 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 ~~shall~~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 Section 1013, Florida Statutes.
- 5.4 Pursuant to Section 1013.33 (11), 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(12), 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(12), 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 at in Subsection 5.4 of this Amended 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 Amended 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 LOCAL PLANNING AGENCY, COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS

### 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 ies 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, general 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 ~~twenty-one (21) days and no greater than thirty (30)~~ 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)~~ forty-five (45) days after receipt of the information. Further, the County or Municipalities will notify in writing 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 ~~participate through staff review in the Broward County plat, site plan, vacation petition and other pertinent development applications review process 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, and ~~other residential or mixed-use development projects with a residential component~~ 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 Code 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 applications and ~~other residential or mixed-use projects with a residential component~~ will at a minimum:

- ~~(i) advise the local government of~~ Specify the student impacts anticipated to result from the development proposal;
- ~~(ii) the level of service of~~ Depict the permanent capacity of the impacted school(s) using capacity formulas as defined by the Department of Education- ~~the impacted school(s);~~
- ~~(iii) Depict ten year student enrollment projections by planning areas;~~ ~~(iii)~~
- ~~(iv) Depict the planned capacity improvement(s);~~ ~~(iv)~~
- ~~(v) Identify alternatives available, and;~~ ~~(v)~~
- ~~(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.

7.98 ~~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 School Board, local government, and developer may use their best efforts to collaboratively develop options that aim to provide the capacity to accommodate new students 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.~~

7.109 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:
  - ~~(i)1.~~ 1. Available permanent school capacity or planned improvements to increase school capacity;
  - ~~(ii)2.~~ 2. The provision of school sites and facilities within planned neighborhoods;
  - ~~(iii)3.~~ 3. Compatibility of land uses adjacent to existing schools and reserved school sites;
  - ~~(iv)4.~~ 4. The collocation of parks, recreation and neighborhood facilities with school sites;
  - ~~(v)5.~~ 5. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;

- ~~(vi)~~6. Traffic circulation plans which serve schools and the surrounding neighborhood;
- ~~(vii)~~7. The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools;
- ~~(viii)~~8. The inclusion of school bus stops and turnarounds; and
- ~~(ix)~~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.

~~7.1140~~ 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 Elements of 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 Amended 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 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 counter part 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 not become effective in accordance with Section 14.1 (f) of this Amended 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 Amended 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 the comprehensive plan amendments in accordance with this Amended 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 Amended 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 Amended 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 Amended 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 no later than 15 days after final approval of the application by the governing body. At the minimum, the data provided shall include the following:
    - a. Development name and 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 Amended 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 for each District elementary, middle and high school, during the five year period, but no later than the fifth year of the Five-Year Capital Facilities Plan.
2. Establish a process to ensure the maximum utilization of permanent 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. Commencing October 1, 2007, and annually thereafter by October 1, 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 each elementary, middle and high school 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 30<sup>th</sup> 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 permanent capacity to elementary, middle and high schools, and also include information specified in Subsection 4.1 of this Amended 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, permanent 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 permanent 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 Amended 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. Within one hundred eighty (180) days, the County and Municipalities shall amend their CIE to reflect the changes. Such amendments may be accomplished by ordinance, and shall not be considered amendments to the comprehensive plan, pursuant to Section 163.3177 (6)(b)(1), Florida Statutes.
- (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 Amended 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 Amended 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 Amended 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 LOS as 110% of the permanent FISH capacity for each concurrency service area. The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements. To maintain the adopted LOS, the School Board may if necessary, utilize relocatable classrooms (portables) on a temporary basis as an operational solution during the replacement or expansion of District school facilities, or at Exceptional Student Education cluster sites, or in the case of a disaster or emergency.
- (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.

If a charter school facility closes, the five-year enrollment projections are adjusted to reflect students going back to their assigned elementary, middle or high school within the appropriate radius.

#### **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 Amended 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 Amended 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). In the transmittal of such residential site plan (or functional equivalent) to the School District, the County or Municipality shall state in the transmittal or provide written information indicating 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.
- (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 Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Twentieth Day Enrollment numbers from the school's permanent FISH capacity. The Twentieth Day count is effective on the twentieth day of the school year until the nineteenth day of the next school year.
  - (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 Amended 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 permanent 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 Amended 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 "C", 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 permanent 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 send written notice 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 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 Amended 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 prior to any such expiration and provide documentation that the extension request was approved. Failure to provide the timely written notice to the School District will result in the expiration of the SCAD Letter.
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 Amended 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 Amended 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 Amended 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 Amended 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 as of the effective date of the application for building permit. 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 Amended 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 Amended 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 permanent 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 Amended 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 Amended 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 Amended Agreement.

## ARTICLE VIII COLLOCATION AND SHARED USE

### Section 9

- 89.1 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 Amended 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 through out 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.

- 8-29.3 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 IX X RESOLUTION OF DISPUTES

### Section 10

910.1 If the parties to this Amended Agreement are unable to resolve any issue in which they may be in disagreement covered in this Amended 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

10.11.1 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 Amended 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 Amended 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 Amended Agreement is being implemented. The

Chairperson of the Committee shall preside over the meeting and within thirty (30) days generate ~~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.

~~10~~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 Amended Agreement.

11.3 The Oversight Committee shall have the powers outlined in Subsections 8.17 (e) and (f) of this Amended Agreement, and as further specified within this Amended 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 ~~XI~~ XIII EFFECTIVE DATE AND TERM

### Section 13

~~11.13.1~~ 13.1 This Amended 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 and shall remain in full force and effect for a period of five (5) years from the effective date. The joinder by each Municipality shall make the agreement effective as to that respective Municipality. This Amended Agreement may be earlier cancelled by mutual agreement of the School Board, or the County or and the respective Municipalities, unless otherwise cancelled as provided or allowed by law.

~~11.13.2~~ 13.2 This Amended Agreement may be extended upon the mutual consent of the parties to this Amended Agreement for one additional five (5) year term, conditioned upon the same terms and conditions as contained herein, provided that the party seeking an extension

~~provides written notice to the other parties of such intent to extend no later than one (1) year prior to the expiration of the then current term, and the other parties agree in writing to such extension. The one additional five year extension term shall be valid only to those parties who consented in writing thereto, and shall not be conditioned upon the consent of all original parties hereto.~~

ARTICLE XII XIV  
AMENDMENT PROCEDURES

**Section 14**

**14.1 Process to Amend the Interlocal Agreement**

The procedures to amend this Amended 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 and comment on a proposed amendment.
- (c) The Initiating Party shall submit the proposed amendment to the Staff Working Group. At the minimum, information submitted shall include:
  - 1. A memorandum outlining the proposed amendment;
  - 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 Amended Agreement.
  - 3. The memorandum must also include all data and analysis supporting the proposed amendment.
- (d) Within sixty (60) days of receipt of a proposed amendment from the Initiating Party, the Staff Working Group shall provide any written comments or objections to the Initiating Party, the School Board, County, Municipalities and the Oversight Committee on whether the proposed amendment is consistent with the Comprehensive Plan as required by Sections 163.3177 and 163.3187, F.S. The Staff Working Group shall indicate in the written comments on whether it consents to the proposed amendment or, if it does not, the reasons for withholding its consent. The Staff Working Group's recommendation shall be forwarded to the Oversight Committee who shall meet and make a final recommendation to the School Board,

the County and 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 submission of written comments to the School Board, County, Municipalities and the Oversight Committee.

- (e) If the Staff Working Group is unable to consent to the proposed amendment, the matter will be forwarded to the Oversight Committee for resolution. If the Oversight Committee cannot reach a consensus on the matter, the matter shall be resolved pursuant to the dispute resolution process set forth in Article X of this Amended Agreement.
- (f) The parties agree that no proposed amendment will be implemented without the consent of the Staff Working Group, the final recommendation made by the Oversight Committee, and agreed to by the County and 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 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 Amended Agreement.
- (g) The parties agree that, once a proposed amendment has the required consent of each of the necessary signatories to the Amended 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 XII XV MISCELLANEOUS

### Section 1215

#### 1215.1 Entire Agreement

This Amended 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 Amended Agreement shall be in writing and executed by each respective party. Notwithstanding the foregoing, the parties hereto agree and acknowledge that this Amended 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.

#### 1215.2 Severability

If any one or more of the provisions contained in this Amended Agreement shall for any reason be held invalid, illegal, unlawful, void or unenforceable with respect to any party

hereto, the remainder of this Amended 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 Amended 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.

**1215.3 Notices.**

All notices or other communications (other than notices for meetings as provided for elsewhere in this Amended Agreement) which shall or may be given pursuant to this Amended 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.

**1215.4 Governing Law**

This Amended 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 Amended 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.

**1215.5 Headings**

The captions, section numbers, article numbers, title and headings appearing in this Amended 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 Amended Agreement, nor in any way effect this Amended Agreement and shall not be construed to create a conflict with the provisions of this Amended Agreement.

**1215.6 Counterparts**

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

**1215.7 Supplementary Agreements**

All parties to this Amended 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 Amended Agreement.

**1215.8 Authority**

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

**1215.9 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.

**12.15.10 No Waiver of Sovereign Immunity**

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

**1215.11 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 Amended Agreement. None of the parties intend to directly or substantially benefit a third party by this Amended Agreement. The parties agree that there are no third party beneficiaries to this Amended Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Amended 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.

**1215.12 Non-Discrimination**

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

**1215.13 Records**

Each party shall maintain its own respective records and documents associated with this Amended 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 Amended 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 \_\_\_\_\_, 2008.

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

**Signature pages intentionally omitted**

**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 Office of Urban Planning and Redevelopment Department  
Broward County, Florida  
218 South West 1<sup>st</sup> Avenue  
Fort Lauderdale, Florida 33301

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

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

Richard Coker  
Lazy Lake City Attorney  
644 SE 5th Avenue  
Fort Lauderdale, FL 33301

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 52<sup>nd</sup> 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  
Town of Southwest Ranches  
6555 Nova Drive, Suite 305  
Fort Lauderdale, FL 33317

with a copy to: Gary A. Poliakoff, Town Attorney  
3111 Stirling Road  
Fort Lauderdale, FL 33312

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 Administrator  
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  
Fort Lauderdale, Florida 33301

Staff Working Group Member  
Broward County Office of Urban Planning and Redevelopment Department  
218 South West 1st Avenue  
Fort Lauderdale, Florida 33301

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Pembroke Pines, FL 33026-3900

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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 Amended 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 163.3178 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 Amended 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(7), Florida Statutes, as amended.

l. Development Permit: As provided in Section 163.3164(8), 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 163.3177(12)(b), 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 Housing (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-2.0111, 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, and as further defined in Section 163.3164(32) Florida Statutes, as amended.

v. Functional Equivalent: See “Plat, Functional Equivalent” or “Site Plan, Functional Equivalent”.

w. 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.

x. 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.

y. Local Government: Broward County and its Municipalities.

z. 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.

aa. 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 permanent 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.

**bb. 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, pursuant to Section 163.3177(12), Florida Statutes, as amended.

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

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

**ee. 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.

**ff. 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.

**gg. 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).

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

**ii. 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.

**jj. 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(13)(e), Florida Statutes, as amended.

**kk. 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.

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

mm. 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.

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

oo. 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.

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

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

rr. School Board: The School Board of Broward County, Florida, the governing body of the School District, a body corporate pursuant to Section 230.21, Florida Statutes, as amended.

ss. 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.

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

uu. 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.

vv. 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 Amended Agreement primarily to coordinate implementation of the provisions of this Amended Agreement.

ww. 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.

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

yy. 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.

zz. 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.

aaa. Utilization: A percentage derived from the comparison of the total number of enrolled students identified in the EFPI Report, to the total number of permanent capacity at a facility within a school boundary.

## Appendix B- CALENDAR OF IMPORTANT DATES

### Hard Dates

<u>December 31, 2007</u>	<u>Last day to vest approved and unexpired plats and site plans (or functional equivalent).</u>
<u>January 15, 2008</u>	<u>Cities must have adopted Comprehensive Plan amendments for public school concurrency.</u>
<u>February 1, 2008</u>	<u>Public School Concurrency becomes effective- Broward County and each Municipality must have adopted public school concurrency provisions into their Land Development Regulations and School Board must have amended its School Board Policies to include public school concurrency provisions.</u>

### Annual Recurring Dates

<u>June 30</u>	<u>Superintendent submits Tentative District Educational Facilities Plan to Broward County and each Municipality.</u>
<u>August 31</u>	<u>Broward County and each Municipality transmit Growth and Development Trends Report to the School District.</u>
<u>September 30</u>	<u>School District transmits Adopted District Educational Facilities Plan to Broward County and each Municipality.</u>
<u>October 1</u>	<u>School District submits District's public school concurrency data and related analysis to Broward County and each Municipality.</u>
<u>December 31</u>	<u>Staff Working Group provides the written report regarding implementation of the Interlocal Agreement in the preceding calendar year and the effectiveness of school concurrency to the Oversight Committee.</u>

### Ongoing Dates

<u>15 days after adoption</u>	<u>County and each Municipality shall provide data to the School District regarding approved residential development.</u>
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Appendix C- PUBLIC SCHOOL CONCURRENCY REVIEW PROCESS  
FLOWCHART  
(Attached)

## Appendix D – ACRONYM LIST

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

