

Business Operations  
Larry W. Stanearth, Chief Business Officer

**SUBJECT: UPDATE ON COMPLIANCE WITH NEWLY IMPLEMENTED GROWTH MANAGEMENT LEGISLATION AND AUTHORIZATION TO EXECUTE THE STATE MANDATED INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND ALL NONEXEMPT LOCAL GOVERNMENTS AND MIAMI-DADE COUNTY, UNDER THE REGULATIONS OF CHAPTER 1013, FLORIDA STATUTES**

**COMMITTEE: FACILITIES PLANNING AND CONSTRUCTION**

At its October 23, 2002 meeting the School Board authorized the School District to spearhead the development of an Interlocal Agreement (Agreement) with all nonexempt local governments and Miami-Dade County as mandated by the Florida Legislature under Chapter 2002-296, Laws of Florida (see attached Board Item). The Agreement would focus on school planning and mandates coordination of information among local governments concerning growth and development trends in order to forecast future enrollment, the need for new schools, and a strategy for providing adequate infrastructure to support new schools and must be in place by March 1, 2003.

Since that time District staff has closely worked with the State of Florida, Department of Community Affairs (DCA), the South Florida Regional Planning Council, the Miami-Dade County Technical Planning Company, local governments and Miami-Dade County (County) in the development of the Agreement. The following are the salient terms of the Agreement.

- The Agreement shall become effective upon the signatures of the School Board and County, and shall remain in full force and effect for a period of five (5) years from the effective date. The joinder by each City shall make the agreement effective as to that City, provided, however, that failure of the local government to execute the Interlocal Agreement by March 1, 2003, may be subject that local unit of government to penalties as may be imposed by the state of Florida, Department of Community Affairs. The Agreement may be earlier cancelled by mutual agreement of individual Cities or County and the School Board, unless otherwise cancelled as provided or allowed by law. The Agreement may be extended upon the mutual consent of the parties to this Agreement for an additional five (5) years, on the same terms and conditions as provided herein, provided that the party seeking an extension gives written notice to the other parties of such intent to extend no later than one (1) year prior to the expiration of the then current term, and the other parties agree in writing to such extension.

Extensions shall be valid as to those parties consenting in writing thereto, even if not all parties do not consent;

- The parties to the Agreement will be Miami-Dade County (County), the Cities of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Village of El Portal, City of Florida City, City of Hialeah, City of Hialeah Gardens, City of Homestead, Village of Indian Creek, Village of Key Biscayne, City of Miami, City of Miami Beach, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-Locka, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami and the School Board;
- A staff working group comprised of the County Mayor/Manager and/or designee, School Board Superintendent and/or designee, and City Mayors and/or their designees will meet on a semi-annual basis to discuss issues and formulate recommendations regarding public education in the School District and coordination of land use and school facilities planning, including such issues as population and student projections, development trends, a work program for five, ten and twenty year intervals and its relationship to the local government comprehensive plans, particularly as it relates to identification of potential school sites in the comprehensive plan's future land use map series, school needs, co-location and joint use opportunities and ancillary infrastructure improvements needed to support and ensure safe student access. The initial meeting of the working group shall be held 60 days from the date of execution of the Agreement and shall be coordinated by the School Board Superintendent, or designee;
- One or more representatives of the County Commission, the governing body of each City, and the School Board will meet annually in joint workshop sessions. A representative of the Regional Planning Council will also attend. The workshop sessions will provide opportunities for the parties to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning;
- The School Board, local governments and the County will agree on projections of population and student enrollment;
- The Agreement will ensure that plans for residential development are coordinated in time and place with plans for public schools, much in the same way that other infrastructure (such as water, sewer and traffic) is now coordinated;
- The Agreement provides for a comprehensive focus on school planning and establishment of uniform level of service standards for new public schools, as it relates to the Five-Year Work Program;

- The Agreement provides for a process to coordinate and share information regarding existing and planned school facilities, including school renovations and closures, and local government plans for development;
- The County and the local governments will invite a nonvoting representative appointed by the School Board to all the meetings of the local planning agencies, or equivalent agencies, to attend those meeting at which the agencies consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. The County and local governments may, at their sole discretion appoint such School Board representative to the planning agency, and grant voting status to the School Board member;
- The School Board, through its standing School Site Planning and Construction Committee (SSPCC), shall provide a vehicle for the review of potential sites for new schools and proposals for significant renovations, the location of portables, or additions to existing buildings, and potential closure of existing school by hosting an information forum on an annual basis or more often as may be needed. For purposes of this forum, the SSPCC shall invite a representative from each of the impacted units of government to provide input and comments, for consideration by the SSPCC in its deliberations. The forum will review the School Board's acquisition schedule and include appropriate staff members of the School Board, at least one staff member of the County and a representative from each of the affected Cities. Based on information gathered during the review, the Committee will submit recommendations to the Superintendent or designee. This review process shall be in accordance with School Board Rule 6Gx13-2C-1.083, as may be amended from time to time;
- The Agreement includes a process for determining the need for and timing of onsite and offsite improvements to support new construction, proposed expansion, or redevelopment of existing schools;
- The Agreement includes a process for the School Board to inform the local governments regarding school capacity. The report must include information on how the School Board will meet the demand for public schools based on its Five-Year Work Program;
- The Agreement includes a process for participation of the local governments in the development of the School Board's annual Five-Year Work Program and the educational plant survey;
- The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, co-location and shared use opportunities will be considered by the local governments and County 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;

- If the parties to the Agreement are unable to resolve any issue in which they may be in disagreement, such dispute will be resolved in accordance with governmental conflict resolution procedures followed by the South Florida Regional Planning Council pursuant to Chapter 186, Florida Statutes, or any other mutually acceptable means of alternate dispute resolution. Each party shall bear their own attorney fees;
- The Agreement includes an oversight process stipulating that the School Board, the County and the Dade League of Cities shall each appoint up to five citizen members to serve on a committee to monitor the implementation of the Agreement. Committee members shall be invited to attend all meetings referenced in the Agreement. Meetings of the Committee shall be conducted as public meetings, and provide opportunity for public participation;
- All parties to the Agreement stipulate that the School Board may enter into Supplementary Agreements with individual municipalities to address individual circumstances; and
- Should the School Board enter into an agreement with another municipality, separate or otherwise, which provides more beneficial terms than those agreed to herein, the School Board shall offer the same terms to other parties to the Interlocal Agreement.

The School Board Attorney's Office and the Office of Risk and Benefits Management will review the proposed Agreement.

A copy of the proposed Agreement will be placed on file in the Citizen Information Center and the Recording Secretary's Office.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Chair and the Secretary to execute an Interlocal Agreement with all nonexempt local governments as noted herein and Miami-Dade County under the terms and conditions set forth above.

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Office of Superintendent of Schools  
Board Meeting of October 23, 2002

October 9, 2002

Business Operations  
Facilities Planning  
Ana Rijo-Conde, AICP, Administrative Director

**SUBJECT: AUTHORIZATION TO EXECUTE A STATE-FUNDED SUBGRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS, TO PROVIDE FINANCIAL ASSISTANCE TO THE SCHOOL DISTRICT TO ACHIEVE COMPLIANCE WITH NEWLY IMPLEMENTED GROWTH MANAGEMENT LEGISLATION**

**COMMITTEE: FACILITIES PLANNING AND CONSTRUCTION**

At its 2002 session, the Florida Legislature passed Growth Management Senate Bill 1906, which became effective May 2002 under Chapter 2002-296, Laws of Florida. The law requires a comprehensive focus on school planning and mandates coordination of information among local governments concerning growth and development trends in order to forecast future enrollment, the need for new schools, and a strategy for providing adequate infrastructure to support new schools. The mechanism for coordinating information shall be via an interlocal agreement (agreement) between the School Board and the local governments, under the regulations of Chapter 163, Part II, and Chapter 1013, Florida Statutes.

At a minimum, the agreement must include the following:

- A process by which the School Board and local governments agree on projections of population and student enrollment;
- A process to ensure that plans for residential development are coordinated in time and place with plans for public schools, much in the same way that other infrastructure (such as water, sewer and traffic) is now coordinated;
- A more comprehensive focus on school planning and establishment of uniform level of service standards for new public schools, as it relates to the Five-Year Work Program;
- A process to coordinate and share information regarding existing and planned school facilities, including school renovations and closures, and local government plans for development;
- A process for greater participation and input by the School Board in the local land use amendment and rezoning process through inclusion of a School Board representative in the Local Planning Agency (LPA) as a non-voting member. It

should be noted that at the LPA's discretion, the School Board representative could become a voting member;

- A process for participation of local governments in decisions, within their jurisdiction, for evaluating school closures, significant renovations to existing schools and new sites prior to acquisition;
- A process for determining the need for and timing of onsite and offsite improvements to support new construction, proposed expansion, or redevelopment of existing schools;
- A process for the School Board to inform the local governments regarding school capacity. The report must include information on how the School Board will meet the demand for public schools based on its Five-Year Work Program;
- A process for participation of the local governments in the development of the School Board's annual Five-Year Work Program and the educational plant survey;
- A process for determining when and how joint use of School Board or local government facilities will be shared;
- A procedure for the resolution of disputes; and
- An oversight process that includes the opportunity for public participation for implementation of the agreement.

Pursuant to the schedule imposed by Statute the School Board must enter into an agreement with all nonexempt municipalities in Miami-Dade County by March 1, 2003. It is anticipated that a follow-up item will be presented to the School Board at its December 11, 2002 meeting seeking authorization to enter into the agreement (s).

Additionally, funds have been appropriated by the Legislature to financially assist the entity spearheading the development and execution of the agreement within its respective county. The School Board has been identified as the most appropriate candidate to facilitate the process for Miami-Dade County and as such would be eligible to receive a grant award in the amount of \$22,280. In anticipation of School Board approval, District staff has met with the Miami-Dade County Planners Technical Committee, a council of professional planners representing local governments in Miami-Dade County, to initiate the development of the agreement. In addition staff has written to all 32 local governments to establish which entities would qualify for an exemption or waiver of the statutory requirements.

The State of Florida, Department of Community Affairs (DCA), has submitted a State-Funded Subgrant Agreement for execution under the following terms and conditions:

- The Agreement shall begin upon execution by both parties and shall end November 30, 2003;
- The School Board shall retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of five years from the date the audit report is issued, and shall allow the DCA access to such records upon request;
- The School Board shall constantly monitor its performance under the agreement to ensure that time schedules are being met;
- The School Board shall not be held responsible if, despite its best efforts, one or more municipalities refuses to participate in developing the Agreement, chooses not to execute the Agreement or is late in executing the Agreement;
- The Agreement may be terminated by the written mutual consent of the parties;

The proposed Agreement will be reviewed by the School Board Attorney's Office, the Office of Risk and Benefits Management and the Office of Management and Compliance Audits.

A copy of the proposed Agreement will be placed on file in the Citizen Information Center and the Recording Secretary's Office.

**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida, authorize the Chair and the Secretary to execute a State-Funded Subgrant Agreement with the State of Florida, Department of Community Affairs, under the terms and conditions set forth above.

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