

Business Operations
Larry W. Stanearth, Chief Business Officer

SUBJECT: A) **UPDATE ON COMPLIANCE WITH NEWLY IMPLEMENTED GROWTH MANAGEMENT LEGISLATION AND**

 B) **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. 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 Planners Technical Committee, local governments, Miami-Dade County (County) and the residential construction industry in the development of the Agreement. The proposed Agreement is being submitted as a supplement under separate cover. 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 execution of the Agreement by each City shall make it effective as to that City. The failure of any party to execute the Agreement by March 1, 2003 may subject that party to penalties as provided by statute. 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 so consent;

- The parties to the Agreement will be Miami-Dade County (County), and twenty-five (25) municipalities consisting 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 Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami and the School Board;
- Pursuant to Florida Statute, exemptions from participation in the Agreement are provided for municipalities that have no established need for a new school facility, in addition to meeting two additional criteria, namely that there are no public schools within their boundaries and that the School District's Five and Ten-Year Work Programs do not demonstrate a need for a new school facility. The following six municipalities have met the exemption criteria and as such will not be a party to the Agreement: City of Bal Harbour, Village of Biscayne Park, Town of Golden Beach, Town of Medley, Town of Surfside and Village of Virginia Gardens. Should conditions change that would render any of these municipalities nonexempt, the School District will pursue an amendment to the Agreement at that time;
- 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 be invited to 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 School Board shall annually review the Educational Facilities Impact Fee Ordinance, its formula, and the Educational Facilities Impact Fee Methodology and Technical Report, and if appropriate, make recommendations for revisions to the Board of County Commissioners. Among the goals of this annual review will be the adjustment of impact fee structure to ensure the full eligible capital costs associated with development of public school capacity is included;
- The County and the local governments will invite a nonvoting staff 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 shall designate a staff representative to serve in an advisory support capacity on the County's staff development review committee. In addition, the School Board representative will be invited to participate at the meetings of the Cities staff development review committees, as appropriate, when development and redevelopment proposals are proposed that would create an increase in the number of residential units;
- It shall be the responsibility of School Board staff to determine whether or not the proposed development could have a significant impact on public school facilities based on current Florida Inventory of School Houses (FISH) capacity (both permanent and relocatables) and be prepared to convey this information in writing to the local staff development review committees for consideration. In addition, the School Board, when applicable to the particular educational element

of a comprehensive plan which is the subject of review, shall also report the level of impact of any such amendment or application when measured against any other student capacity formula adopted by the County or City, if any, which is the subject of the application. For purposes of the Agreement, significant impact shall mean 115% of FISH capacity (permanent and relocatables);

- The School Board will advise the local governments of the school enrollment impacts anticipated to result from the proposed land use application or development proposal, and whether significant capacity exists or is planned to accommodate the impacts;
- If sufficient capacity is not available or planned to serve the development at the time of impact, the School Board will determine and specify the options available to it to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer will collaborate to find a means to ensure sufficient capacity will exist to accommodate new students generated from new residential development. Funding options for the incremental increase in the projected number of students include, but not limited to, creation of new community development districts pursuant to Chapter 190, Florida Statutes, creation of educational facilities benefit districts as described in Section 1013.355, Florida Statutes, other available broad-based funding mechanisms to fund school capital construction, developer contributions in the form of land donation set asides, monetary contributions, or developer provided facility improvements in-lieu-of impact fees and other School Board approved measures such as public charter schools or a combination of any of these;
- The School Board as soon as possible after the Agreement is executed by all parties shall amend its rule 6Gx13-2C-1.083, Section II.D. Membership, to expand the membership of its standing School Site Planning and Construction Committee (SSPCC) by four voting members as follows: a floating member designated by the City Manager of the most impacted municipality to which the agenda item relates whenever an agenda item concerns any incorporated area of Miami-Dade County, or if it concerns an unincorporated area, this floating member shall be from the geographically nearest municipality most impacted by the agenda item; a representative selected by the Miami-Dade County League of Cities, a Miami-Dade County representative selected by the County Manager or designee and a member of the residential construction industry. In the event that this rule change is not accomplished as required herein, the School Board shall approach the Cities and County and negotiate an amendment to this Agreement with a mutually acceptable alternative means of coordination on all issues herein allocated to the SSPCC. The SSPCC shall provide a vehicle for the review of potential sites for new schools and proposals for significant renovation, the location of relocatables or additions to existing buildings, and potential closure of existing schools, as follows:

- The SSPCC shall host a planning 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 participate in the proceedings and to provide input and comments, for consideration by the SSPCC in its deliberations. The forum will review the School Board's acquisition schedule and include appropriate staff members of the School Board, at least one staff member of the County and a representative from each of the affected Cities. Based on information gathered during the review, the SSPCC will submit recommendations to the Superintendent or designee for the upcoming year;
- The SSPCC shall also invite a representative from each unit of local government affected by an agenda item at any SSPCC meeting throughout the year to attend that meeting. It shall provide a full opportunity for such local government representatives to provide comments, and shall consider those comments in its deliberations. Based on information gathered during the review, the SSPCC will submit recommendations to the Superintendent or designee on these items;
- The School Board Superintendent and/or designee shall provide the invitations referenced in this Section 4.1, with at least 30 days advance written notice of such meeting to the person designated as a contact in this Agreement. The Superintendent or designee shall forward the SSPCC recommendations referenced in this Agreement to the School Board so that they may be considered by the Board at the time that it deals with the issues to which the recommendations relate.
- The evaluation of new sites or significant expansion of student stations at existing schools shall be in accordance with School Board Rule 6Gx13-2C-1.083, as may be amended from time to time. Any proposed amendments to this rule, which may impact upon the terms of the Agreement, shall be submitted to the affected local units of government prior to submission to the SSPCC and to the School Board;
- 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 participation of the local governments in the development of the School Board's annual District Educational Facilities Plan and the educational plant survey;
- 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 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 covered in this Agreement, the applicable parties to the dispute will employ dispute resolution procedures pursuant to Chapter 164 or Chapter 186, Florida Statutes, as may be amended from time to time, or any other mutually acceptable means of alternative dispute resolution. Each party shall bear their own attorney fees;
- The Agreement includes a monitoring 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.

VGv:lh