

RESOLUTION NO. 03-27

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EXECUTION OF A SUPPLEMENT TO THE INTERLOCAL AGREEMENT APPROVED ON FEBRUARY 3, 2003 BETWEEN THE VILLAGE AND THE BOARD OF THE MIAMI-DADE PUBLIC SCHOOLS TO COORDINATE FACILITY PLANNING OF PUBLIC SCHOOLS AS REQUIRED BY FLORIDA STATUTES SECTIONS 1013.33, AND 163.31777; AUTHORIZING THE COORDINATION OF PUBLIC SCHOOL FACILITY PLANNING BETWEEN THE VILLAGE AND BOARD OF THE MIAMI-DADE PUBLIC SCHOOLS; AND SUPPLEMENTING THE PROCEDURES TO ENSURE THAT THE VILLAGE PROVIDES MEANINGFUL COMMUNICATION AND INPUT TO SCHOOL BOARD ON ISSUES OF LOCAL CONCERN AND CREATE MEETING DEADLINES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay on February 3, 2003, in compliance with Florida law, entered into an interlocal agreement with the Board of the Miami-Dade Public Schools to coordinate facility planning of public schools in order to provide adequate facilities for the education of students residing in the Village of Palmetto Bay;

WHEREAS, the Village and School Board have entered into the Interlocal Agreement for Public School Facility Planning in Miami-Dade County; and,

WHEREAS, the Village and the School Board agree that certain non-substantive refinements to the interlocal agreement are appropriate to improve the process contemplated in the interlocal agreement; and,

WHEREAS, paragraph 16 of the interlocal agreement provides that the School Board may enter into supplementary agreements with individual municipalities to address individual circumstances; and,

WHEREAS, by entering into the attached supplementary agreement with the School Board, the Village is fulfilling its statutory obligations and requirements recognizing the benefits that will accrue to their citizens and students described above; and

WHEREAS, the Mayor and Village Council desire to implement the attached First Supplement to the Interlocal Agreement For Public School Facility Planning In Miami-Dade County.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The mayor is authorized to execute and to deliver to the Board of the Miami-Dade Public Schools the First Supplement to the Interlocal Agreement for Public School Facility Planning in Miami-Dade County between Miami-Dade County and the village that is annexed to this resolution.

Section 2. This resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this 7th day of April, 2003.

Attest: Meighan Pier
Meighan Pier
Village Clerk

Eugene P. Flinn, Jr.
Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:

Earl G. Gallop
Earl G. Gallop,
Village Attorney



FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>AYE</u>
Council Member Paul Neidhart	<u>AYE</u>
Council Member John Breder	<u>AYE</u>
Vice-Mayor Linda Robinson	<u>AYE</u>
Mayor Eugene P. Flinn, Jr.	<u>AYE</u>

**FIRST SUPPLEMENTAL AGREEMENT
TO
INTERLOCAL AGREEMENT
FOR
PUBLIC SCHOOL FACILITY PLANNING
IN MIAMI-DADE COUNTY**

This First Supplemental Agreement (hereinafter referred to as the "Supplemental Agreement") to the Interlocal Agreement for Public School Facility Planning in Miami-Dade County (hereinafter referred to as the "Agreement") is entered into between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "School Board"), and one or more of the following local governments in Miami-Dade County, whose joinder in the Supplemental Agreement is indicated by their execution hereof: Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "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 Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami (hereinafter collectively referred to as "Cities"), and.

RECITALS

WHEREAS, the County, Cities and the School Board have entered into the Interlocal Agreement for Public School Facility Planning in Miami-Dade County; and,

WHEREAS, the County, Cities and the School Board agree that certain non-substantive refinements to the Agreement are appropriate to improve the process contemplated in the Agreement; and

WHEREAS, Paragraph 16 of the Agreement provides that the School Board may enter into Supplementary Agreements with individual municipalities to address individual circumstances; and

WHEREAS, Paragraph 17 of the Agreement provides that should the School Board enter into an agreement with another municipality, separate or otherwise, which provides more beneficial terms than those agreed to in the Interlocal Agreement, the School Board shall offer the same terms to all other parties to this Interlocal Agreement; and

WHEREAS, the School Board and certain municipalities desire to enter into this Supplemental Agreement, addressing certain non-substantive matters on which the parties have reached agreement.

AGREEMENT

NOW THEREFORE, be it mutually agreed between the School Board, the County and the Cities that the Agreement is modified to provide for the following amended procedures to be followed in coordinating land use and public school facilities planning:

Section 1.1:

A staff working group comprised of the County Mayor/Manager and/or designee, School Board Superintendent and/or designee, and City Mayor/Manager and/or their designees will meet at least 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 (school capacity and school funding), collocation and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. Representatives from the Regional Planning Council, the Latin Builders Association and the Builders Association of South Florida will also be invited to attend and participate. The initial meeting of the working group shall be held within 60 days of the date of execution of the interlocal agreement, upon at least 30 days written advance notice, and shall be coordinated by the School Board Superintendent, or designee, provided however, that the School Board staff shall use its best efforts to schedule the initial meeting to occur in a timely manner to provide meaningful

participation by local governments in the School Board's 2003-04 planning process.

Section 1.2:

The School Board Superintendent and/or designee shall coordinate an annual bi-annual joint workshop sessions and invite one or more representatives of the County Commission or their designee, the governing body of each City or their designees, and the School Board or their designee (s). A representative of the Regional Planning Council will also be invited to attend. The School Board shall provide the meeting invitations with at least 30 days advance written notice of such meeting to the person designated as a contact in this Agreement. The initial joint workshop session shall be held within six (6) months of the date of the execution of the Interlocal Agreement by all parties, but no later than March 1, 2004 to present, discuss, consider and negotiate modifications or amendments to the Agreement; provided however, that any such modifications and amendments shall be consistent with the statutes governing the Agreement. Modifications and amendments shall be considered by each party to this Agreement in accordance with Section 14. The joint workshop sessions provide opportunities for the County Commission, the City Commissions or Councils, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding public education, and coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, school capacity, school funding, options to reduce the need for additional permanent student stations, and joint use opportunities.

Section 3.3:

The County and the 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, as allowed by the governing ordinances, associated with development of public school capacity is included. In reviewing the Educational Facilities Impact Fee Ordinance (EFIFO) the County and School Board shall employ their best efforts to evaluate a more equitable distribution of impact fee assessments, including redistricting to create east/west alignments of benefit districts throughout the County. Such benefit districts should combine urban infill and emerging development areas within the County. The School Board and County are encouraged to

provide for local government, industry and citizen participation and input prior to submitting recommendations to the Board of County Commissioners for substantive revisions to the Educational Facilities Impact Fee Ordinance, its formula, and/or the Educational Facilities Impact Fee Methodology and Technical Report, including the adjustment of impact fee structure or benefit district boundaries.

Section 4.1:

The School Board staff shall endeavor to ensure rule making proceedings are completed by the May 14, 2003 meeting, so that final reading is given to the amendment to ~~as soon as possible after the Interlocal Agreement is effective as to any party 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." For purposes of this Section, a floating member from the most impacted local government shall be defined as the local government jurisdiction in which the proposed project is located. Based upon a projected completion of rule making proceedings by the School Board's May 14, 2003 meeting, the School Board staff shall endeavor to ensure the SSPCC is operational and holds its initial meeting by June 2003, to provide meaningful participation to local governments in the School Board's 2003-04 planning process. 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 review 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, and make recommendations on these and all other issues within its purview under the Rule for consideration by School Board staff.

Section 6.2:

The School Board will coordinate any and all proposed construction or expansion of public educational facilities, including the location of

new schools or relocatables, within any City's jurisdiction with that City's adopted comprehensive plan and land development regulations. This coordination shall be accomplished in accordance with the provisions of Section 1013.33 (12) through (15), Florida Statutes. The affected City shall provide all of their comments to the School Board as expeditiously as feasible, and not later than sixty (60) days after receipt of the complete site plan. ~~and to the extent possible, adjustments to the site plan shall be made to address the stated concerns.~~

Section 7.1:

Pursuant to In accordance with the requirements of and to the extent required by Section 163.3174 (1), Florida Statutes, the County and Cities will invite a staff representative appointed by the School Board, as a non-voting member, to attend meetings of their local planning agencies or equivalent agencies that first consider comprehensive plan amendments and rezonings at which comprehensive plan amendments and rezonings are considered that would, if approved, increase residential density. The County and Cities may, at their sole discretion, appoint such School Board representative to the planning agency, and grant voting status to the School Board member.

Section 7.2:

The School Board will designate a staff representative to serve in an advisory support capacity on the County's staff development review committee, or equivalent body. In addition, the School Board representative will be invited to participate at the meetings of the Cities' staff development review committees, or equivalent body, 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 review the potential impact of a proposed (re) development 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 at least five days prior to the meeting or development review committee review, for their consideration. The School Board shall only be required to provide such review where the proposed (re) development will result in an increase in FISH capacity (permanent and relocatables) in excess of 115%, except when such review is requested by the local staff development review committee. This figure shall be considered only as a review threshold and shall not be construed to obligate the County or a City to deny a development should the School Board fail to identify options to meet anticipated demand or should the collaborative

process described in this Section fail to yield a means to ensure sufficient capacity. A copy of the plans shall be delivered to the School Board representative at least 15 working days prior to the proposed meeting date, or on the date the agenda is distributed. The School Board's review shall be conducted in accordance with the methods set forth in the procedures manual to be adopted in accordance with the provisions set forth in this Agreement. The procedures manual shall be developed through a collaborative process with the staff working group and the School Board staff shall use its best efforts to facilitate development of the manual in a timely manner.

Section 7.6:

In the review and consideration of comprehensive plan amendments, rezonings, and development proposals, and their respective potential school impacts, the County and Cities should consider the following issues:

- a. School Board comments, which may include available school capacity or planned improvements to increase school capacity, including School Board approved charter schools and operational constraints (e.g., establishment of or modifications to attendance boundaries and controlled choice zones), if any, that may impact school capacity within an area, including public-private partnerships. Failure of the School Board to provide comments to the County or Cities within 30 days as specified in Section 7.4 may be considered by the parties as a response of "no comment." In such a scenario, the County and Cities shall not be obligated to delay final action by the County Commission or City Council;

Section 10.1:

The School Board shall appoint up to nine (9) citizen members, the County and the Miami-Dade County League of Cities shall each appoint up to five (5) citizen members to serve on a committee to monitor implementation of the interlocal agreement. The School Board shall organize and staff the meetings of this Committee, calling on the staff working group for assistance as needed. It shall provide thirty (30) days written notice of any meeting to the members of the Committee, the staff working group, the SSPCC, County, Cities and to the public. Committee members shall be invited by the School Board to attend all meetings referenced in Sections 1 and 4 and shall receive copies of all reports and documents produced pursuant to this interlocal agreement. The

Committee shall appoint a chairperson, meet at least annually, and report to participating local governments, the School Board and the general public on the effectiveness with which the interlocal agreement is being implemented. At least 60 days prior to the annual meeting of the Committee, the Staff Working Group and the SSPCC shall each submit an annual report regarding the status of the implementation and effectiveness of the Agreement. These annual reports shall additionally be distributed to all parties to this Agreement. Meetings of the Committee shall be conducted as public meetings, and provide opportunities for public participation.

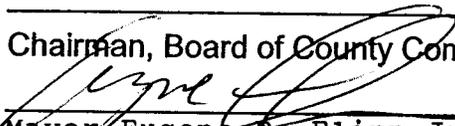
All other provisions of the Interlocal Agreement are incorporated herein by reference to the extent not inconsistent herewith.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the School Board of Miami-Dade County, Florida, Miami-Dade 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 Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami, and, on this _____ day of _____, 2003.

ATTEST:

Chairman, School Board

Chairman, Board of County Commissioners



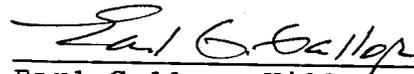
Mayor Eugene P. Flinn Jr.
Village of Palmetto Bay

Attest:



Meighan Pier, Village Clerk

Approved as to form:



Earl Gallop, Village Attorney