



# TOWN OF LAUDERDALE-BY-THE-SEA

## AGENDA ITEM REQUEST FORM

### Development Services

Department Submitting Request

Dept Head's Signature 

Commission Meeting Dates	Last date to turn in to Town Clerk's Office	Commission Meeting Dates	Last date to turn in to Town Clerk's Office	Commission Meeting Dates	Last date to turn in to Town Clerk's Office
<input type="checkbox"/> May 25, 2010	May 14 (5:00 p.m.)	<input type="checkbox"/> July 27, 2010 Aug 25, 2010	July 16 (5:00 p.m.)	<input type="checkbox"/> Oct 26, 2010	Oct 15 (5:00 p.m.)
<input type="checkbox"/> June 8, 2010	May 28 (5:00 p.m.)	<input type="checkbox"/> Sept 14, 2010	Sept 3 (5:00 p.m.)	<input type="checkbox"/> Nov 9, 2010	Oct 29 (5:00p.m.)
<input type="checkbox"/> June 22, 2010	June 11 (5:00 p.m.)	<input checked="" type="checkbox"/> Sep 28, 2010*	Sept 17 (5:00 p.m.)	<input type="checkbox"/> Nov 23, 2010	Nov 12 (5:00p.m.)
<input type="checkbox"/> July 13, 2010	June 2 (5:00 p.m.)	<input type="checkbox"/> Oct 12, 2010	Oct 1 (5:00p.m.)	<input type="checkbox"/> Dec 14, 2010	Dec 3 (5:00p.m.)

\* Subject to change - Sukkot

### NATURE OF AGENDA ITEM

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Presentation         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Manager's Report  |
| <input type="checkbox"/> Public Safety Report | <input type="checkbox"/> Quasi Judicial        | <input type="checkbox"/> Attorney's Report |
| <input type="checkbox"/> Consent Agenda       | <input type="checkbox"/> Old Business          | <input type="checkbox"/> Other             |
| <input type="checkbox"/> Ordinance            | <input type="checkbox"/> New Business          |  |

**SUBJECT TITLE: Resolution #2010-23, School Board Second Amended ILA (Interlocal Agreement) (Exhibit 1)**

**EXPLANATION:** Discussion and or action to approve the Second Amended ILA for the Public School Facility Planning of Broward County. Time line of events is as follows:

- January 22, 2010, The School Board Oversight Committee approved the Amendments to the ILA.
- February 2, 2010, The School Board approved the Amendments to the ILA.
- February 23, 2010, School Board conducted a presentation to the Town Commission.
- February 23, 2010, The Town Commission deferred the approval of the amendments until May 11, 2010.
- February 23, 2010, Broward County approved the amendments to the ILA.
- April 13, 2010, School Board conducted a second presentation regarding the amended ILA to the Town Commission.
- April 13, 2010, the Town Commission deferred the item to the April 16, 2010 Round Table meeting.
- April 16, 2010, the Town Commission discussed the ILA and asked that the Resolution be placed on the April 27, 2010 Commission agenda.
- April 27, 2010, the Town Commission discussed the Resolution regarding the amendments to the ILA and did not approve the item.
- June 29, 2010, 75% of the Municipalities, which include at least 50% of the population as required agreed to the amendments.
- June 29, 2010, the School Board transmitted the ILA to DCA (Department of Community Affairs) for approval

**Note: Per the existing agreement, ARTICLE XII-XIV AMENDMENT PROCEDURES**

### 14.1 Process to Amend the Interlocal 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

5/4/2010



Item No. \_\_\_\_\_

# TOWN OF LAUDERDALE-BY-THE-SEA

## AGENDA ITEM REQUEST FORM

**Development Services**

Department Submitting Request

Dept Head's Signature

will undertake work program, Comprehensive Plan, and regulatory changes necessary to effectuate the amendment.

**STAFF RECOMMENDATION:** It is the opinion of the Town Attorney that the Commission must now approve the ILA

**BOARD/COMMITTEE RECOMMENDATION:** N/A

**FISCAL IMPACT AND APPROPRIATION OF FUNDS:** N/A

- Amount \$ \_\_\_\_\_
- Transfer of funds required
- Bid
- Acct # \_\_\_\_\_
- From Acct # \_\_\_\_\_
- Grant  Amount represents matching funds

Town Attorney review required

Yes  No

Town Manager's Initials: CA



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

August 4, 2010

Mr. Chris O. Akagbosu, Director
Growth Management Department
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Dear Mr. Akagbosu:

RE: Broward County Amended School Interlocal Agreement

Dear Mr. Akagbosu:

The Department has completed its review of the Amended Public Schools Interlocal Agreement ("Agreement") entered into between the Broward County School Board and the local government(s) listed below pursuant to Section 163.31777, Florida Statutes (F.S.).

- List of municipalities: Broward County, Coconut Creek, Cooper City, Coral Springs, Dania Beach, Davie, Deerfield Beach, Hallandale Beach, Lauderhill, Margate, Miramar, North Lauderdale, Parkland, Pembroke Park, Pembroke Pines, Plantation, Pompano Beach, Southwest Ranches, Sunrise, Tamarac, Weston, West Park, Wilton Manors.

The Department is issuing a Notice of Intent to find the Agreement consistent with the minimum requirements of Sections 163.31777(2), F.S. The Notice of Intent has been sent to the Florida Administrative Weekly for publication on August 13, 2010.

Any affected person, as defined in Section 163.31777(3)(b), F.S., has a right to petition for an administrative hearing to challenge the proposed agency determination that the Agreement is consistent with the minimum requirements of Sections 163.31777(2), F.S. If no petition is filed, this Notice of Intent will become final agency action.

Mr. Chris O. Akagbosu, Director  
Broward County Amended School Interlocal Agreement  
August 19, 2010  
Page 2

Please note that a copy of the executed Agreement and the Notice of Intent must be available for public inspection Monday through Friday, except legal holidays, during normal business hours, at the government offices of each signatory to the Agreement, as listed above.

If an affected person challenges this determination, you will have the option of requesting mediation under Section 120.573, F.S. Mediation is not available as of right, and will not occur unless all parties agree to participate in the mediation. If you choose to attempt to resolve this matter through mediation, you must file the request for mediation with the administrative law judge assigned by the Division of Administrative Hearings. Choosing mediation will not affect the right of any party to an administrative hearing.

The following comment is offered to the School Board, the County, and the Cities for their consideration as a possible future update to the Agreement. As a comment, the Department suggests that Section 14.1(f) of the Agreement be amended as follows: "The parties agree that no proposed amendment will be implemented without... at least seventy-five percent (75%) of the Municipalities that are parties to the Interlocal Agreement which include at least fifty percent (50%) of the population within Broward County." This clarification recognizes that 3 of the 31 cities in Broward County are exempt from school concurrency (i.e. Hillsboro Beach, Lighthouse Point, and Sea Ranch Lakes) and that the 75% criteria is therefore appropriately based on the remaining 28 cities that are parties to the original Interlocal Agreement.

If you have any questions, please contact Bill Pable, AICP, at (850) 922-1781.

Sincerely,



Mike McDaniel, Chief  
Office of Comprehensive Planning

MM/bp

Enclosure: Notice of Intent

cc: The Honorable Ken Keechl, Mayor, Broward County  
The Honorable Lisa K. Aronson, Mayor, Coconut Creek  
The Honorable Debby Eisinger, Mayor, Cooper City  
The Honorable Scott J. Brook, Mayor, Coral Springs  
The Honorable C.K. McElyea, Mayor, Dania Beach  
The Honorable Judy Paul, Mayor, Davie

Mr. Chris O. Akagbosu, Director  
Broward County Amended School Interlocal Agreement  
August 19, 2010  
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The Honorable Peggy Noland, Mayor, Deerfield Beach  
The Honorable Joy Cooper, Mayor, Hallandale Beach  
The Honorable Richard J. Kaplan, Mayor, Lauderdale  
The Honorable Joseph Varsallone, Mayor, Margate  
The Honorable Lori C. Moseley, Mayor, Miramar  
The Honorable Jack Brady, Mayor, North Lauderdale  
The Honorable Michael Udine, Mayor, Parkland  
The Honorable Emma Shoaff, Mayor, Pembroke Park  
The Honorable Frank C. Ortis, Mayor, Pembroke Pines  
The Honorable Rae Carole Armstrong, Mayor, Plantation  
The Honorable Lamar Fisher, Mayor, Pompano Beach  
The Honorable Jeff Nelson, Mayor, Southwest Ranches  
The Honorable Roger B. Wishner, Mayor, Sunrise  
The Honorable Beth Flansbaum-Talabisco, Mayor, Tamarac  
The Honorable Eric M. Hersh, Mayor, Weston  
The Honorable Eric H. Jones, Jr., Mayor, West Park  
The Honorable Gary Resnick, Mayor, Wilton Manors  
Tracy D. Suber, Educational Consultant-Growth Management Liaison

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS  
NOTICE OF INTENT TO FIND  
PUBLIC SCHOOLS INTERLOCAL AGREEMENT  
CONSISTENT WITH SECTION 163.31777(2), FLORIDA STATUTES  
DCA DOCKET NUMBER 06-01

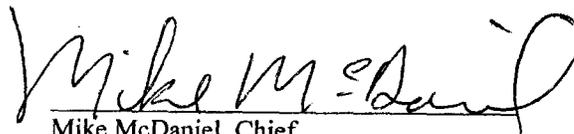
The Department gives notice of its intent to find the Public Schools Interlocal Agreement ("Agreement") entered into by Broward County, Coconut Creek, Cooper City, Coral Springs, Dania Beach, Davie, Deerfield Beach, Hallandale Beach, Lauderhill, Margate, Miramar, North Lauderdale, Parkland, Pembroke Park, Pembroke Pines, Plantation, Pompano Beach, Southwest Ranches, Sunrise, Tamarac, Weston, West Park and Wilton Manors and the Broward County School Board, pursuant to Section 163.31777, F.S., to be consistent with the minimum requirements of Sections 163.31777(2), F.S.

The Agreement is available for public inspection Monday through Friday, except for legal holidays, during normal business hours, at the The School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

Any affected person, as defined in Section 163.31777(3)(b), F.S., has a right to petition for an administrative hearing to challenge the proposed agency determination that the Agreement is consistent with the minimum requirements of Section 163.31777(2), F.S. The petition must be filed within twenty-one (21) days after publication of this notice in the Florida Administrative Weekly, and must include all of the information and contents described in Uniform Rule 28-106.201, F.A.C. The petition must be filed with the Agency Clerk, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, and a copy mailed or delivered to Broward County, Coconut Creek, Cooper City, Coral Springs, Dania Beach, Davie, Deerfield Beach, Hallandale Beach, Lauderhill, Margate, Miramar, North Lauderdale, Parkland, Pembroke Park, Pembroke Pines, Plantation, Pompano Beach, Southwest Ranches, Sunrise, Tamarac, Weston, West Park and Wilton Manors and the Broward County School Board. Failure to timely file a petition shall constitute a waiver of any right to request an administrative proceeding as a petitioner under Sections 120.569 and 120.57, F.S. If a petition is filed, the purpose of the administrative hearing will be to present evidence and testimony and forward a recommended order to the Department. If no petition is filed, this Notice of Intent shall become final agency action.

If a petition is filed, other affected persons may petition for leave to intervene in the proceeding. A petition for intervention must be filed at least twenty (20) days before the final hearing and must include all of the information and contents described in Uniform Rule 28-106.205, F.A.C. A petition for leave to intervene shall be filed at the Division of Administrative Hearings, Department of Management Services, 1230 Apalachee Parkway, Tallahassee, Florida 32399-3060. Failure to petition to intervene within the allowed time frame constitutes a waiver of any right such a person has to request a hearing under Sections 120.569 and 120.57, F.S., or to participate in the administrative hearing.

If a formal or informal proceeding is commenced as described above, any party to that proceeding may suggest mediation under Section 120.573, F.S. Mediation is not available as of right, and will not occur unless all parties agree to participate in the mediation. Choosing mediation does not affect the right to an administrative hearing.



Mike McDaniel, Chief  
Office of Comprehensive Planning  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

**THE OVERSIGHT COMMITTEE  
FOR  
THE IMPLEMENTATION OF THE AMENDED INTERLOCAL AGREEMENT FOR PUBLIC  
SCHOOL FACILITY PLANNING, BROWARD COUNTY, FLORIDA**

**600 SE 3<sup>rd</sup> Avenue, 8<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301**

**Telephone: 754-321-2177**

**Fax: 754-321-2179**

June 29, 2010

Connie Hoffman, Interim Town Manager  
Town of Lauderdale-By-The-Sea  
4501 Ocean Drive  
Lauderdale-By-The-Sea, Florida 33308

**RE: Approval of the Second Amended Interlocal Agreement for Public School Facility Planning**

Dear Ms. Hoffman:

On behalf of the Oversight Committee, please be aware that the Second Amended Interlocal Agreement (ILA) for Public School Facility Planning has been approved. The signatory provision in the Amended ILA required that the School Board, Broward County and at least seventy-five percent (75%) of the Municipalities which include at least fifty percent (50%) of the population within Broward County agree to the amendment. The amendment was approved by the School Board, Broward County, and twenty-two (22) Municipalities (which consist of seventy-six (76%) percent of the population of Broward County), two Municipalities are yet to take formal action, and the amendment was denied by three (3) Municipalities. Attachment "A" lists the actions taken regarding the amendment.

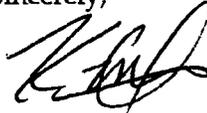
The Second Amended ILA is being transmitted by School District staff to the Florida Department of Community Affairs (DCA). *Please be advised that if the DCA finds the amended agreement consistent with state statutes, associated changes to your Comprehensive Plan and Land Development Regulations will thereafter be statutorily required.* This includes Municipalities that denied the amendment or took no formal action on the Second Amended ILA. Specifically, Article XI, Subsection 14.1(g) of the existing agreement states, "The parties agree that, once a proposed amendment has the required consent of each of the necessary signatories to the Amended Agreement.....each party will undertake work program, Comprehensive Plan, and regulatory changes necessary to effectuate the amendment."

Periodic updates regarding the status of the Second Amended ILA will continue to be provided as necessary. The continued coordination regarding this topic by the signatories' representatives on the Staff Working Group will ensure an easy transition to the new agreement.

**Approval of the Second Amended Interlocal Agreement for Public School Facility Planning**  
**June 29, 2010**  
**Page 2**

Thank you for your continued cooperation in implementing our agreement on school facility planning in Broward County. Please contact Chris Akagbosu, School Board staff liaison to the Oversight Committee at [chris.akagbosu@browardschools.com](mailto:chris.akagbosu@browardschools.com) or at (754) 321-2162 if you have questions regarding this matter.

Sincerely,



Keven R. Klopp, Chair  
Oversight Committee

KRK:krk

Attachment

cc: Oversight Committee Members  
Mayor Gary Resnick, President, Broward League of Cities  
Rhonda Calhoun, Executive Director, Broward League of Cities  
Staff Working Group Members

***Oversight Committee Members***

*Keven R. Klopp, Chair • School Board Member Maureen Dinnen, Vice Chair • Council Member Peter Tingom, Secretary • School Board Member Robin Bartleman • Mayor Joy Cooper • Mayor Debby Eisinger • Latha Krishnaiyer • Lew Naylor • Carolyn Marks • Mayor Gary Resnick • Roy Rogers Marilyn Soltanipour • Commissioner Daniel J. Sterner • School Board Member Kevin P. Tynan • Commissioner Lois Wexler*

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**KEY DATES REGARDING CURRENT STATUS OF THE SECOND AMENDED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING**

	SCHOOL BOARD/LOCAL GOVERNMENT	DATE OF DISTRICT STAFF PRESENTATION ON SECOND AMENDED ILA TO LOCAL GOVERNMENT	TIME	VENUE	TENTATIVE PUBLIC HEARING DATE	TIME	VENUE	FORMALLY APPROVED SECOND AMENDED ILA Y/N	DATE APPROVED / DENIED
1	Coconut Creek	1/28/2010	7:00 p.m.	City Hall	4/8/2010 (Deferred to 4/22/2010)	7:00 p.m.	City Hall	Y	4/22/2010
2	Cooper City	2/9/2010	6:00 p.m.	City Hall	3/9/2010	6:00 p.m.	City Hall Aud.	Y	3/9/2010
3	Coral Springs	5/25/2010	5:00 p.m.	City Hall	6/1/2010	6:30 p.m.	City Hall	Y	6/1/2010
4	Dania Beach	3/23/2010	7:00 p.m.	City Hall	4/14/2010	7:00 p.m.	City Hall	Y	4/14/2010
5	Town of Davie	3/3/2010	5:30 p.m.	Town Hall	4/21/2010	7:00 p.m.	Town Hall	Y	4/21/2010
6	Deerfield Beach	4/6/2010 (Canceled)	7:00 p.m.	City Hall	4/20/2010	7:00 p.m.	City Hall	Y	4/20/2010
7	Fort Lauderdale	4/6/2010, 4/15/2010* 5/20/2010*	1:30 p.m. 6:30 P.M.	City Hall City Hall	Undecided				
8	Hallandale Beach	5/5/2010	10:45 a.m. Time Certain	City Hall	5/5/2010	10:00 a.m.	City Hall	Y	5/5/2010
9	Hollywood	5/19/2010 (Not given at City's direction)	1:00 p.m.	City Hall	5/19/2010	1:00 p.m.	City Hall	N	5/19/2010
10	Lauderdale-By-The-Sea	2/23/2010	7:00 p.m.	Jarvis Hall	4/13/2010 9 (Deferred to 4/27/2010)	7:00 p.m.	Jarvis Hall	N	4/27/2010
11	Lauderdale Lakes	4/12/2010	5:00 p.m.	City Hall	Undecided				
12	Lauderhill	1/25/2010	6:00 p.m.	City Hall	4/26/2010	7:30 p.m.	City Hall	Y	4/26/2010
13	Lazy Lake Village				Not a Signatory				
14	Margate	**			4/7/2010	7:00 p.m.	City Hall	Y	4/7/2010
15	Miramar	**			5/19/2010 (Deferred to 6/2/2010)	7:00 p.m.	City Hall	Y	6/2/2010
16	North Lauderdale	4/27/2010	7:00 p.m.	City Hall	4/27/2010	7:00 p.m.	City Hall	Y	4/27/2010
17	Oakland Park	2/17/2010 2/22/2010*	6:30 p.m. 5:00 p.m.	City Hall City Hall	4/21/2010	6:30 p.m.	City Hall	N	4/21/2010
18	Parkland	2/2/2010*	7:00 p.m.	City Hall	2/17/2010	7:00 p.m.	City Hall	Y	2/17/2010
19	Pembroke Park	**			3/10/2010	7:00 p.m.	City Hall	Y	3/10/2010
20	Pembroke Pines	2/3/2010 4/8/2010*	6:30 p.m. 7:00 p.m.	City Hall SW Focal Point Senior Center	4/21/2010	6:30 p.m.	City Hall	Y	4/21/2010
21	Plantation	3/24/2010	7:30 p.m.	City Hall	4/7/2010	7:30 p.m.	City Hall	Y	4/7/2010
22	Pompano Beach	**			4/13/2010	7:00 p.m.	City Hall	Y	4/13/2010
23	Town of Southwest Ranches	3/4/2010	7:00 p.m.	South Broward Drainage Dist.	5/6/2010 (Rescheduled to 5/20/2010)	7:00 p.m.	Meeting Chambers	Y	5/20/2010
24	Sunrise	**			3/23/2010	6:30 p.m.	City Hall	Y	3/23/2010
25	Tamarac	5/24/2010	9.30 a.m.	City Hall	4/28/2010 (Rescheduled to 5/26/2010)	9:00 a.m.	City Hall	Y	5/26/2010
26	West Park	**			3/17/2010	7:00 p.m.	Carver Ranches Library	Y	3/17/2010
27	Weston	**			3/15/2010	7:00 p.m.	City Hall	Y	3/15/2010
28	Wilton Manors	4/27/2010 (Deferred to 5/11/2010)	7:00 p.m.	City Hall	4/27/2010 (Deferred to 5/11/2010)	7:00 p.m.	City Hall	Y	5/11/2010
29	Broward County	**			2/23/2010	10:00 a.m.	Govt. Center	Y	2/23/2010
30	School Board of Broward County				2/2/2010	10:15 a.m.	KCW	Y	2/2/2010

Source: Growth Management Department

It should be noted that a presentation was given before the Broward League of Cities on 2/3/2010 and before the Broward City County Management Association on 3/18/2010.

- \* Presented to Municipal Educational Advisory Board
- \*\* Entity has not accepted staff's offer to present ILA
- \*\*\* Will revise matrix when meeting time is confirmed by Municipal staff

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**RESOLUTION NO. 2010-23**

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**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE TOWN AND BROWARD COUNTY SCHOOL BOARD, BROWARD COUNTY, AND NON-EXEMPT MUNICIPALITIES CONCERNING PUBLIC SCHOOL FACILITIES; PROVIDING FOR IMPLEMENTATION, CONFLICTS AND AN EFFECTIVE DATE.**

13       **WHEREAS**, pursuant to Section 163.3180(13), Florida Statutes, all non-exempt  
14 municipalities in Broward County are required by statute to enter into an interlocal agreement for  
15 public school facilities planning, including provisions for public school concurrency (referred to  
16 herein as “the Agreement”), with Broward County (the “County”) and the Broward County  
17 School Board (the “School Board”); and

18       **WHEREAS**, the Town was determined not to be exempt from this requirement by the  
19 State of Florida in 2009, and the Town Commission voted to enter into the Agreement on June 9,  
20 2009; and

21       **WHEREAS**, an amendment has been proposed to the Agreement (attached as Exhibit A  
22 and referred to herein as the “Amended Agreement”), which changes the level of service  
23 standard from 110% of permanent capacity to 100% of gross capacity until 2018, in order to  
24 assure that the public school concurrency system remains financially feasible, and makes other  
25 changes to the Agreement as specified therein; and

26       **WHEREAS**, by the terms of the Agreement, recommendation by the Staff Working  
27 Group and Oversight Committee and approval by the County, the School Board, and 75% of the  
28 municipal parties representing at least 50% of the population of Broward County is necessary for  
29 an amendment to become effective; and

30       **WHEREAS**, the Staff Working Group and the Oversight Committee recommended the  
Amended Agreement, and the County, the School Board, and the requisite number of non-

1 exempt municipalities have already approved the Amended Agreement, so that it is now  
2 effective among all of the original parties to the Agreement, including the Town; and

3 **WHEREAS**, on August 4, 2010, the Florida Department of Community Affairs found  
4 the Amended Agreement to be consistent with applicable state laws; and

5 **WHEREAS**, upon the adoption of plan amendments implementing the Amended  
6 Agreement by the parties, the Agreement will create a new uniform level of service standard  
7 applicable throughout Broward County (including within the Town) for the implementation of  
8 public school concurrency; and

9 **WHEREAS**, the Town Commission therefore desires to adopt the Amended Agreement  
10 to remain in compliance with Section 163.3180(13), Florida Statutes.

11 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF**  
12 **THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA THAT:**

13  
14 **Section 1. Recitals Adopted.** The foregoing "WHEREAS" clauses are true and  
15 correct, and hereby ratified and confirmed by the Town Commission and incorporated herein.

16 **Section 2. Agreement Approved.** The Amended Agreement, in substantially the  
17 form attached hereto as Exhibit A, between the Town, the County, the School Board and the  
18 non-exempt municipalities, is hereby approved, and the Town Manager is hereby authorized to  
19 execute the Amended Agreement on behalf of the Town, once approved as to form and legal  
20 sufficiency by the Town Attorney.

21 **Section 3. Implementation.** The Town Manager is hereby authorized to take any  
22 and all action which is necessary to implement the purposes of this Resolution and the Amended  
23 Agreement.

24 **Section 4. Conflicts.** All Resolutions or parts of Resolutions in conflict herewith, be  
25 and the same are repealed to the extent of such conflict.

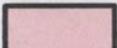
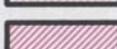


# Second Amended Interlocal Agreement for Public School Facility Planning Status of Approval by the Municipal Signatories

Figure 1

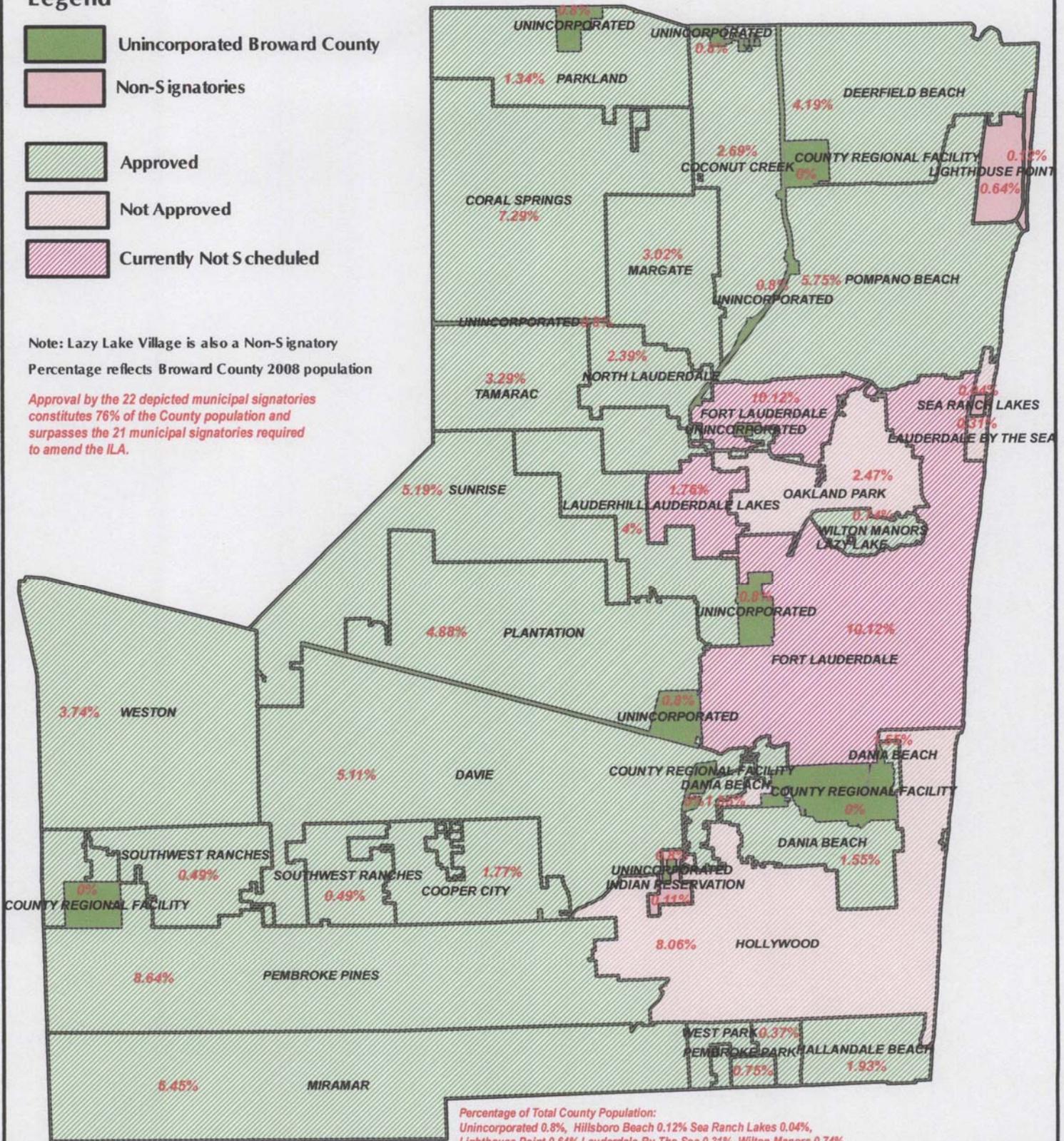
June 3, 2010

## Legend

-  Unincorporated Broward County
-  Non-Signatories
-  Approved
-  Not Approved
-  Currently Not Scheduled

Note: Lazy Lake Village is also a Non-Signatory  
Percentage reflects Broward County 2008 population

Approval by the 22 depicted municipal signatories constitutes 76% of the County population and surpasses the 21 municipal signatories required to amend the ILA.



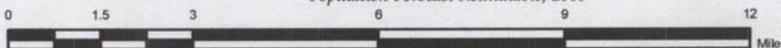
Percentage of Total County Population:  
 Unincorporated 0.8%, Hillsboro Beach 0.12%, Sea Ranch Lakes 0.04%,  
 Lighthouse Point 0.64%, Lauderdale-By-The-Sea 0.31%, Wilton Manors 0.74%,  
 Dania Beach 1.55%, West Park 0.75% and Pembroke Park 0.37%, Indian Reservation 0.11%

Source: Broward County Environmental Protection and Growth Management Department, Planning and Redevelopment Division with assistance from the Broward County Population Forecast Roundtable, 2009



Prepared by the Growth Management Department  
The School Board of Broward County, Florida

May 6, 2010



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

**February 2, 2010**

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

This Second 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-By-The-Sea, Lauderdale Lakes, Lauderhill, Lazy Lake, Margate, Miramar, North Lauderdale, Oakland Park, Parkland, Pembroke Park, Pembroke Pines, Plantation, Pompano Beach, Southwest Ranches, Sunrise, Tamarac, Weston, West Park and Wilton Manors (hereinafter referred to collectively as "Municipalities").

**RECITALS**

WHEREAS, the School Board, County and the Municipalities entered into to an Amended Interlocal Agreement for Public School Facility Planning ("Amended ILA") in 2008 pursuant to the requirements of Sections 163.3180(13) and 163.31777, Florida Statutes; and

WHEREAS, the Amended ILA adopted each individual school boundary as the Concurrency Service Area, and adopted a Level of Service standard of 110% of permanent FISH capacity for these Concurrency Service Areas; and

WHEREAS, pursuant to Sections 163.3180 (13)(d)(2) and 1013.35, Florida Statutes, the School Board committed to annually prepare and update its adopted Five-Year District Educational Facilities Plan, which for the purposes of public school concurrency is considered to be the financially feasible Five-Year Capital Facilities Plan; and

WHEREAS, the School Board also committed to update and adopt the Five-Year District Educational Facilities Plan annually to add enough capacity in the new fifth year to address

projected growth and to adjust the Five-Year District Educational Facilities 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; and

WHEREAS, the Amended ILA was found to be in compliance by the Department of Community Affairs and is currently in effect County wide; and

WHEREAS, various new facilities were proposed in the School Board's Educational Plant Survey to support the feasibility of the Amended ILA's concurrency Service Areas and Level of Service standards; and

WHEREAS, construction of some of these proposed new facilities were subsequently rejected by the Florida Department of Education due to District wide excess capacity and without construction of these facilities, many Concurrency Service Areas will fail to meet the adopted Level of Service standard within the five year planning period as required by Florida Statutes; and

WHEREAS, to meet these projected Level of Service standard failures the School Board has proposed to amend the Amended ILA to change the 110% Permanent FISH Capacity for a specified period to 100% Gross Capacity as a means to avoid multiple school boundary changes across Broward County; and

WHEREAS, pursuant to its terms, the Amended ILA may be amended with the approval by the School Board, the County and at least 75% of the Municipalities representing at least 50% of the population of Broward County; and

WHEREAS, the parties hereto desire to amend the Amended ILA as set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency is hereby acknowledged, the parties mutually agree to amend the Amended Interlocal Agreement as follows:

**SECTION 1.** The above recitals are true and correct and are hereby incorporated as a part of this Amended Agreement.

**SECTION 2.** Definitions are hereby amended as follows:

Gross Capacity:      The number of students that may be housed in a facility (school) at any given time based on the utilization percentage (as established by the State Requirements for Educational Facilities) of existing satisfactory student stations.

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

**SECTION 3.** Article IV, Coordinating and Sharing of Information, Section 4, is hereby amended as follows:

Section 4

- 4.1 Tentative District Educational Facilities Plan: Commencing no later than ~~June 30, 2007~~ July 30, 2009, and annually thereafter, the Superintendent shall submit to the County and to each Municipality the tentative District Educational Facilities Plan (hereinafter referred to as the "Tentative Plan"). Upon providing the Tentative Plan to local governments and giving proper notice to the public and opportunity for public comment, the School Board may amend the Tentative Plan to revise the priority of projects, to add, or delete projects, to reflect the impact of change orders, or to reflect the approval of new revenue sources which may become available. The Tentative Plan will be consistent with the requirements of Section 1013.35 Florida Statutes, and include, an inventory of existing school facilities, projected five-year student enrollment projections apportioned by school and geographic area, Florida Inventory of School 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 ~~no later than July 31, within 30 days~~ after receipt of the draft Tentative Plan, on the consistency of the Tentative Plan with the local comprehensive plan, and whether a comprehensive plan amendment will be necessary for any proposed educational facility for consideration prior to the final adoption hearing.
- 4.5 ~~No later than the 15<sup>th</sup> of each month~~ Quarterly, the County will provide by correspondence to the Superintendent, the list of all residential plat(s) granted approval by the Broward County Commission during that preceding ~~quartermonth~~ quarter. At a minimum, the information shall contain the plat name, plat number, residential type, number of units and date of approval. If no plat was approved during the ~~quartermonth~~ quarter, the County will send correspondence indicating so.

**SECTION 4.** Article VII, Plan Review; Consistency Determination, Section 7, is hereby amended as follows:

Section 7

- 7.3 As a part of its development review process, the County and Municipalities agree to provide a copy of comprehensive plan amendment and rezoning applications (including the allocation of flexibility/reserve units) that could increase residential density to the Superintendent. At a minimum, the information provided shall include the name of the applicant, application/project number, project name, current and proposed use, existing and proposed land use or zoning designation, existing permitted and proposed and type of units, acreage, survey or location map and section, township and range and the anticipated date the local planning agency may consider this item if such date is determined at the time the information is provided. The County or Municipalities shall provide the deadline for receiving comments from the Superintendent; however, the time provided to the Superintendent for submitting such comments shall be no less than forty-five (45) days from the date the information is provided to the Superintendent. If no deadline is provided together with the information, then the Superintendent shall provide comments no later than forty-five (45) days after receipt of the information. Further, the County or Municipalities will provide written quarterly reports ~~notify in writing~~ to the Superintendent when the application receives final approval from the governing body.
- 7.10 In reviewing and approving comprehensive plan amendments and rezonings (including the allocation of flexibility/reserve units), the County and Municipalities may consider the following issues consistent with applicable governmental codes and comprehensive plans in addition to such other criteria as may be applicable or appropriate:
- (a) School Board comments provided pursuant to Chapters 163 and 1013, Florida Statutes which may include, but not be limited to:
1. Available ~~permanent school~~ gross capacity until the end of the 2018/19 school year, and commencing at the beginning of the 2019/20 school year, permanent capacity consistent with the provisions provided herein or planned improvements to increase school capacity;
  2. The provision of school sites and facilities within planned neighborhoods;
  3. Compatibility of land uses adjacent to existing schools and reserved school sites;
  4. The collocation of parks, recreation and neighborhood facilities with school sites;
  5. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
  6. Traffic circulation plans which serve schools and the surrounding neighborhood;

7. The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools;
8. The inclusion of school bus stops and turnarounds; and
9. The installation of appropriate buffers such as, but not limited to, a solid fence or concrete wall, solid hedges or increased setbacks that will ensure compatibility with the adjacent school for any new development that will be located adjacent to an existing school or an identified future school.

**SECTION 5.** Article VIII Public School Concurrency Section 8 shall be amended as follows:

**Section 8**

**8.1 Required Amendments For Elements of Public School Concurrency ~~Amendments~~**

- (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 by the County to the School Board at least sixty (60) days prior to transmittal (or adoption if no transmittal is required). Municipalities that choose to propose, transmit and adopt identical school-related element amendments as the County shall notify the School Board in writing at least one (1) month prior to its local planning agency (LPA) meeting. Municipalities that choose to propose, transmit and adopt school-related element amendments that are different from the County shall provide the element amendments to the School Board at least sixty (60) days prior to transmittal (or adoption if no transmittal is required). The School Board shall review the school-related element amendments and provide comments, if any, to the relevant local government either (i) in writing at least one (1) week prior to the local planning agency (LPA) meeting on the school-related element amendment, or (ii) by attending and providing comments at the LPA meeting.

- (d) **Countywide Consistency of School-Related Element Amendments:** The County and Municipalities school-related element provisions must be consistent with each other and with the School Board's facilities plan and policies. Each Municipality may choose to adopt all or a portion of the County's school-related element provisions into its comprehensive plan by reference, or it may adopt its own school-related element provisions. If a Municipality adopts its own school-related element provisions, any goal, objective, policy or other provision relevant to the establishment and maintenance of a uniform district-wide school concurrency system shall be substantially the same as its counterpart in the County and Municipalities comprehensive plans. If any school-related element amendment is proposed that affects the uniform district-wide school concurrency system, it shall not only 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 ~~any~~ 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 in a quarterly report after final approval of the application by the governing body.~~ At the minimum, the data provided shall include the following:
    - a. Development name, and local government project number, and if known, School District project number;
- (c) The School Board shall do the following:
1. Annually prepare and update its adopted Five-Year DEFP, which for the purposes of public school concurrency shall be considered the financially feasible Five-Year Capital Facilities Plan. The Five-Year Capital Facilities Plan shall reflect the capacity needed to meet the adopted level of service standard (LOS) for the CSAs each pertaining to District elementary, middle and high schools, during the five year period, but no later than the fifth year of the Five-Year Capital Facilities Plan. The data required to demonstrate the achievement and maintenance of the adopted LOS at the elementary, middle and high school level CSAs during the timeframe referenced herein shall be reflected in an LOS Plan contained within each subsequent adopted DEFP.
  2. Establish a process to ensure the maximum utilization of 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~~ 15, 2009, 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 ~~the District's~~ elementary, middle and high school within each CSAs after factoring the student impact anticipated from the proposed residential development into the database.

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

- (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~~ The County and Municipalities shall amend their CIE to reflect the changes consistent with the annual update required by the State to their CIE. 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.

**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 100% of gross capacity (with relocatable classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be 110% of the permanent FISH capacity for each concurrency service area. By January 2014 the Oversight Committee, in coordination with the School Board, the County and the Municipalities will assess the viability of the 100% gross capacity LOS, and the practicability of reverting back to 110% permanent FISH capacity LOS at the beginning of the 2019/20 school year. The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements. To maintain the adopted LOS when it reverts to back to 110% permanent FISH capacity for each CSA, 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).

#### 8.11 Exemptions and Vested Development

- (b) The following residential plats and site plans (or functional equivalent) shall be vested from the requirements of public school concurrency:

3.3. Any residential site plan (or functional equivalent) which is included within a residential plat or development agreement for which school impacts have been satisfied for the dwelling units included in the proposed site plan (or functional equivalent). Information regarding each residential site plan (or functional equivalent) shall be transmitted to the School District in a quarterly report. In the transmittal of such residential site plan (or functional equivalent) to the School District, the County or Municipality ~~shall state in the transmittal or shall provide~~ additional written information as required in the quarterly report indicating to verify that the units in the application are vested. The County will provide the necessary information to the School Board and Municipalities to identify the vested plats and further specifics to be contained in the adopted land development regulations. As applicable, the Municipalities shall utilize the information provided by the County regarding the vested plat to complete information as required in the quarterly report.

#### 8.13 Review Process

- (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-LOS~~ 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.

(g) Issuance and Term of Public School Concurrency

4. Upon final action by the Local Government regarding the development, the Local Government shall ~~send~~ provide information in the written notice quarterly report to the School District indicating that the development was granted final approval or denied. If the plat, site plan (or functional equivalent) received final approval, the development and anticipated students shall be considered vested for up to five (5) years consistent with the period of the underlying approval beginning from the date the Developer received final approval from the Local Government. Vesting of a plat beyond the five years requires that one of the following conditions are met within the five (5) year period: 1) the issuance of a building permit for a principal building and first inspection approval or 2) substantial completion of project water lines, sewer lines and the rock base for internal roads. If the development was denied, the District shall deduct from its database, students associated with the development. Information provided shall be consistent with requirements stated in Subsection 8.2 of this Amended Agreement.

### 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.
- (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~~ at the time of payment. The school impact fee due for the project shall be considered included in the total proportionate share mitigation amount due or paid, and shall be credited toward the payment of the school impact fee. Specifics regarding the payment of the proportionate share mitigation shall be included within the binding agreement.

**SECTION 6. Article XIV, Amendment Procedures, Section 14, shall be amended as follows:**

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

~~not, the reasons for withholding its consent~~ reasons for the inconsistency with the cited statutes. ~~The Staff Working Group's recommendation shall be forwarded to~~ Upon receipt of the Staff Working Group's recommendation, ~~the Oversight Committee who shall meet and make a final recommendation to the School Board, the County and the Municipalities regarding the proposed amendment. In order to resolve any objections to the proposed amendment, designees of the Initiating Party may meet and confer with the Staff Working Group prior to the Staff Working Group's submission of written comments to the School Board, County, Municipalities and~~ recommendation to 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~~ proposed amendment, 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~~ transmittal of the Staff Working Group's recommendation to the Oversight Committee, the final recommendation made by the Oversight Committee, and agreed to by the County and ~~the~~ School Board, and at least seventy-five percent (75%) of the Municipalities which include at least fifty percent (50%) of the population within Broward County. Where the consent of the necessary parties to the Interlocal Agreement is not obtained, no proposed amendment will be implemented unless it is determined to be appropriate through the dispute resolution process set forth in Article X of this 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.

SECTION 7. Except as expressly set forth herein, all terms and conditions of the Interlocal Agreement, and the Amended Interlocal Agreement remain in full force and effect.

SECTION 8. This Second Amended Interlocal Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 9. Upon this Second Amendment being signed by the last required party, this Second Amendment to the Interlocal Agreement shall take effect immediately and shall continue until terminated.

# Level of Service at 110% of Permanent Capacity 2014-15

## 2009-2010 Elementary School Boundaries

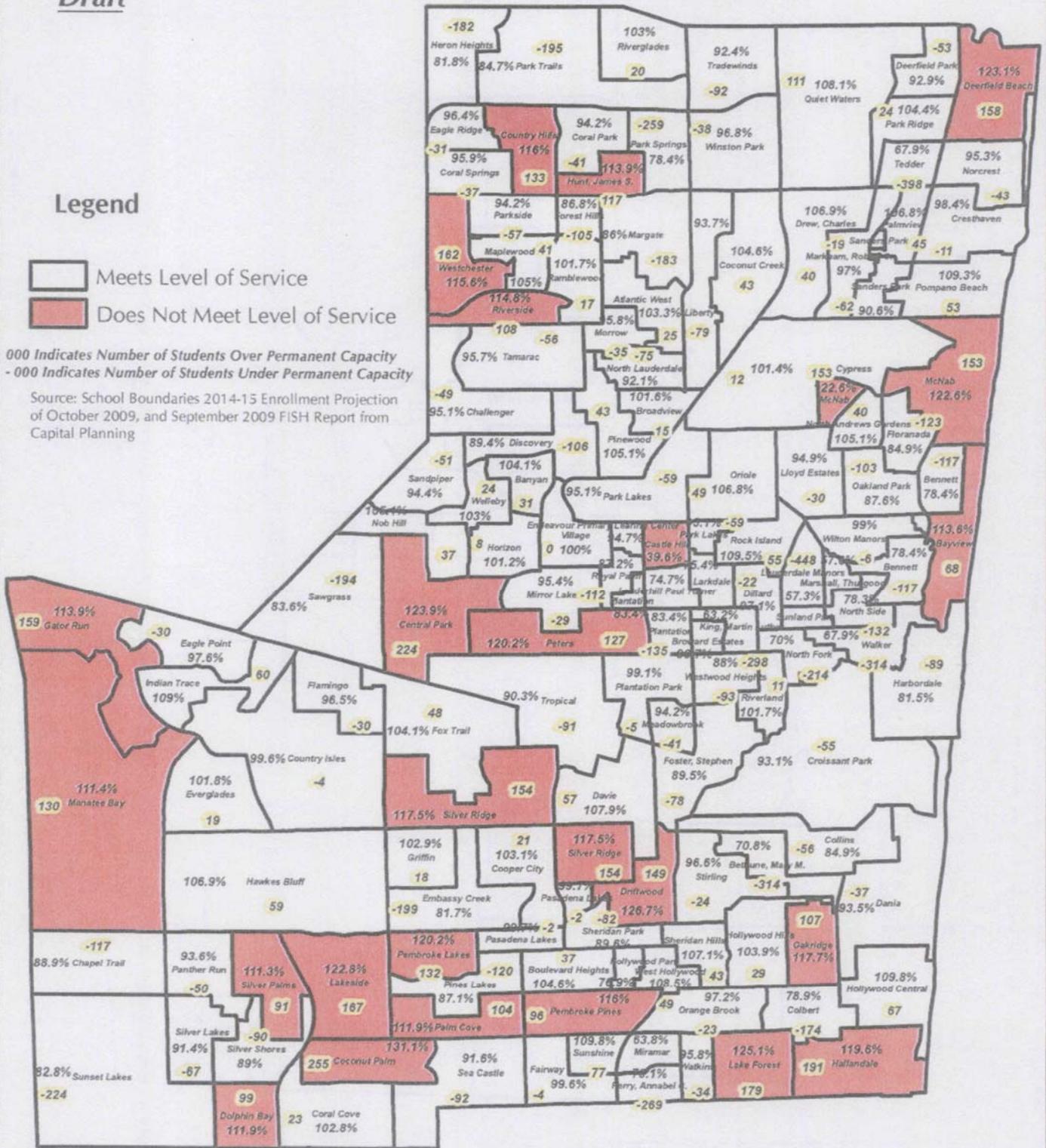
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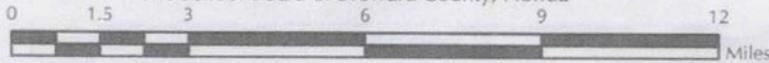
- Meets Level of Service
- Does Not Meet Level of Service

000 Indicates Number of Students Over Permanent Capacity  
 - 000 Indicates Number of Students Under Permanent Capacity

Source: School Boundaries 2014-15 Enrollment Projection of October 2009, and September 2009 FISH Report from Capital Planning



Prepared by the Growth Management Department  
 The School Board of Broward County, Florida



January 11, 2010

# Level of Service at 110% of Permanent Capacity 2014-15

## 2009-2010 Middle School Boundaries

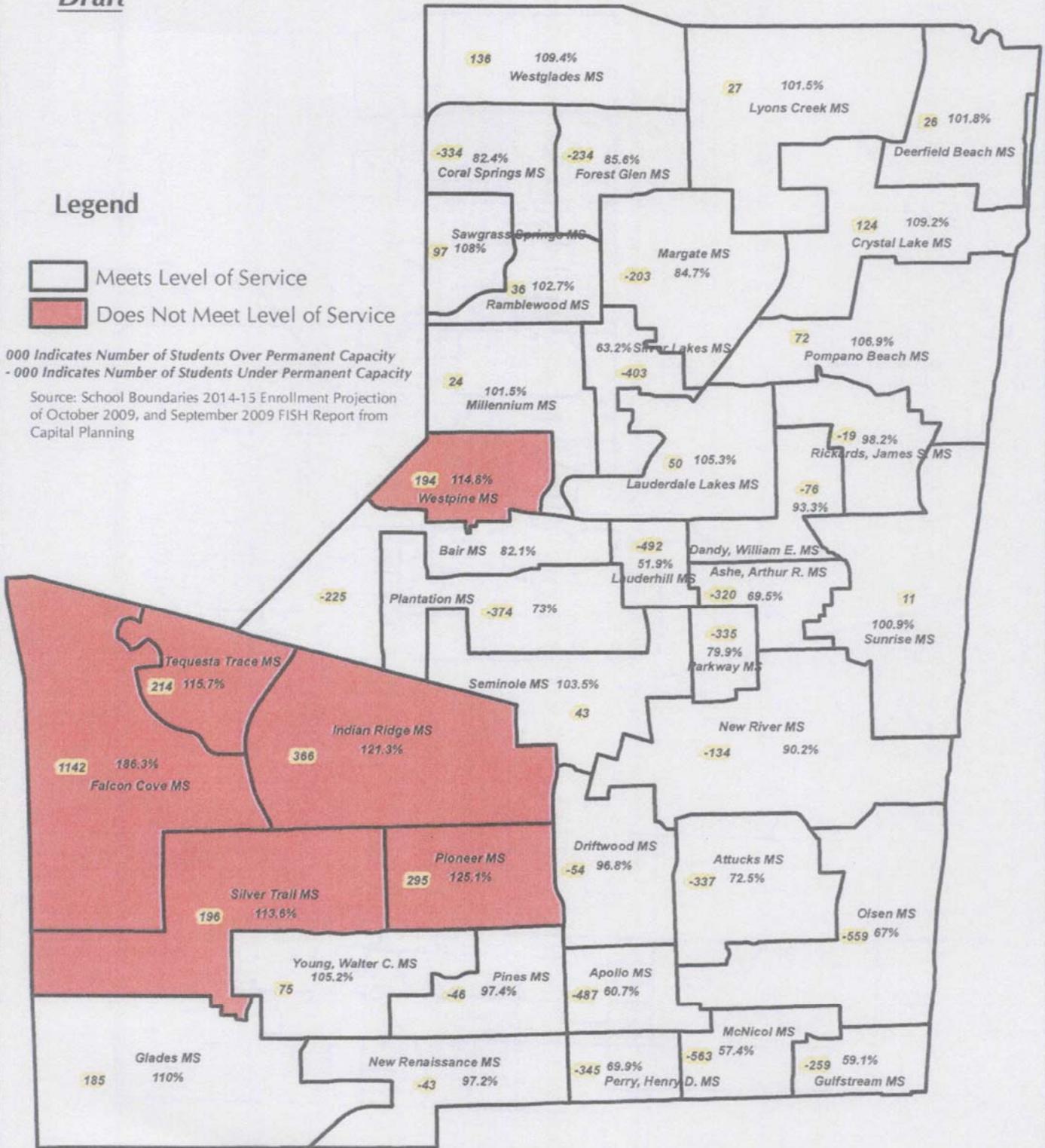
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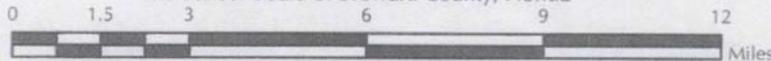
- Meets Level of Service
- Does Not Meet Level of Service

000 Indicates Number of Students Over Permanent Capacity  
 - 000 Indicates Number of Students Under Permanent Capacity

Source: School Boundaries 2014-15 Enrollment Projection of October 2009, and September 2009 FISH Report from Capital Planning



Prepared by the Growth Management Department  
 The School Board of Broward County, Florida



January 11, 2010



# Level of Service at 110% of Permanent Capacity 2014-15

## 2009-2010 High School Boundaries

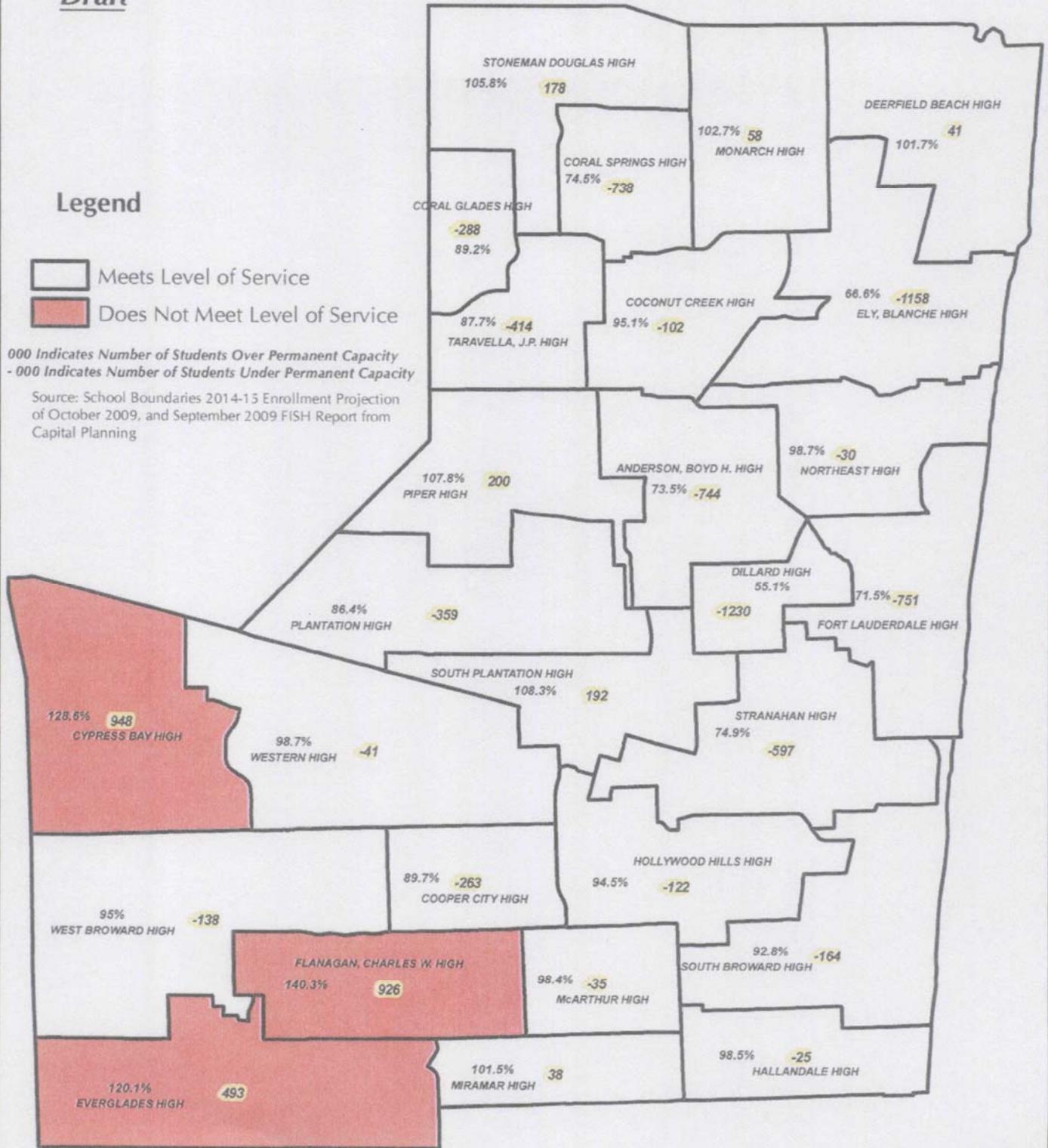
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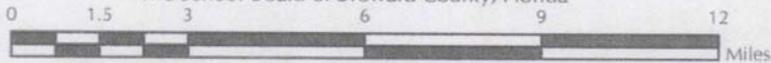
- Meets Level of Service
- Does Not Meet Level of Service

000 Indicates Number of Students Over Permanent Capacity  
 - 000 Indicates Number of Students Under Permanent Capacity

Source: School Boundaries 2014-15 Enrollment Projection of October 2009, and September 2009 FISH Report from Capital Planning



Prepared by the Growth Management Department  
 The School Board of Broward County, Florida



January 11, 2010

# Level of Service at 100% of Gross Capacity 2014-15

## 2009-2010 Elementary School Boundaries

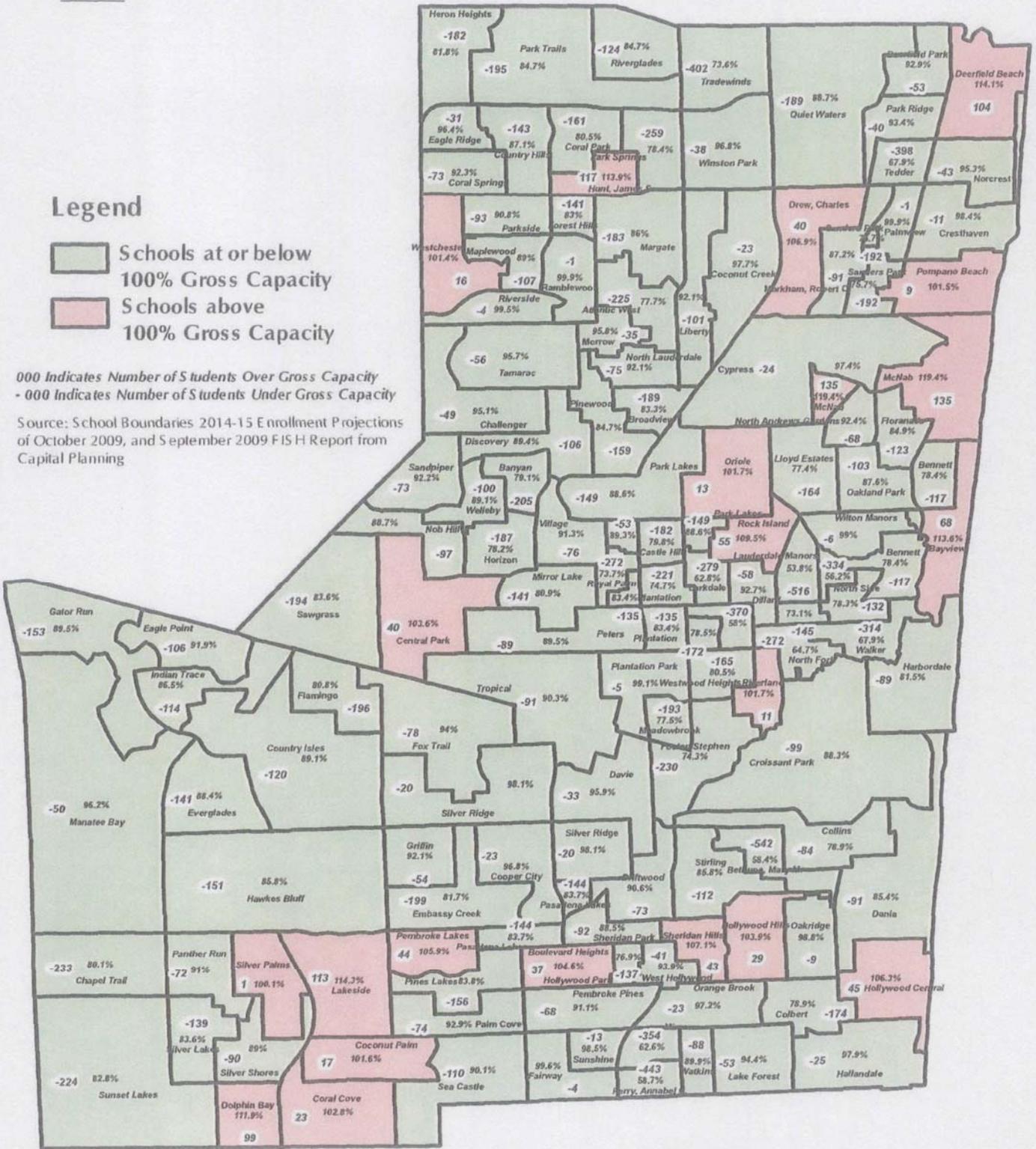
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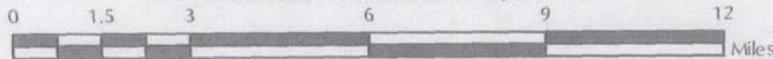
- Schools at or below 100% Gross Capacity
- Schools above 100% Gross Capacity

000 Indicates Number of Students Over Gross Capacity  
 - 000 Indicates Number of Students Under Gross Capacity

Source: School Boundaries 2014-15 Enrollment Projections of October 2009, and September 2009 FIS H Report from Capital Planning



Prepared by the Growth Management Department  
 The School Board of Broward County, Florida



December 15, 2009

# Level of Service at 100% of Gross Capacity 2014-15

## 2009-2010 Middle School Boundaries

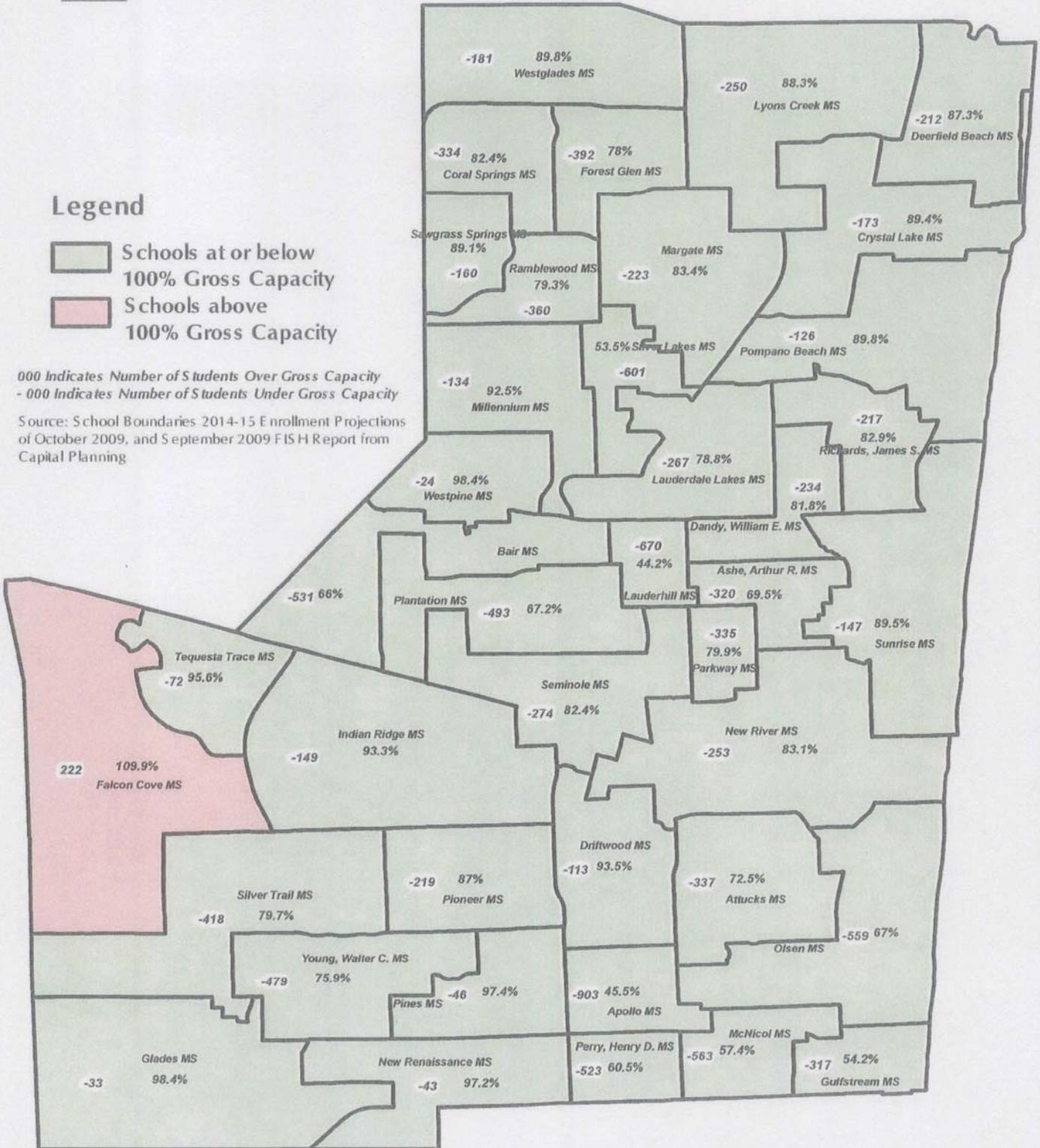
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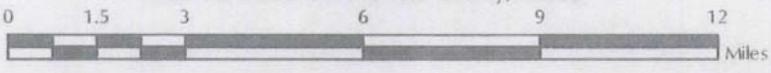
- Schools at or below 100% Gross Capacity
- Schools above 100% Gross Capacity

000 Indicates Number of Students Over Gross Capacity  
 - 000 Indicates Number of Students Under Gross Capacity

Source: School Boundaries 2014-15 Enrollment Projections of October 2009, and September 2009 FIS H Report from Capital Planning



Prepared by the Growth Management Department  
 The School Board of Broward County, Florida



December 15, 2009

# Level of Service at 100% of Gross Capacity 2014-15

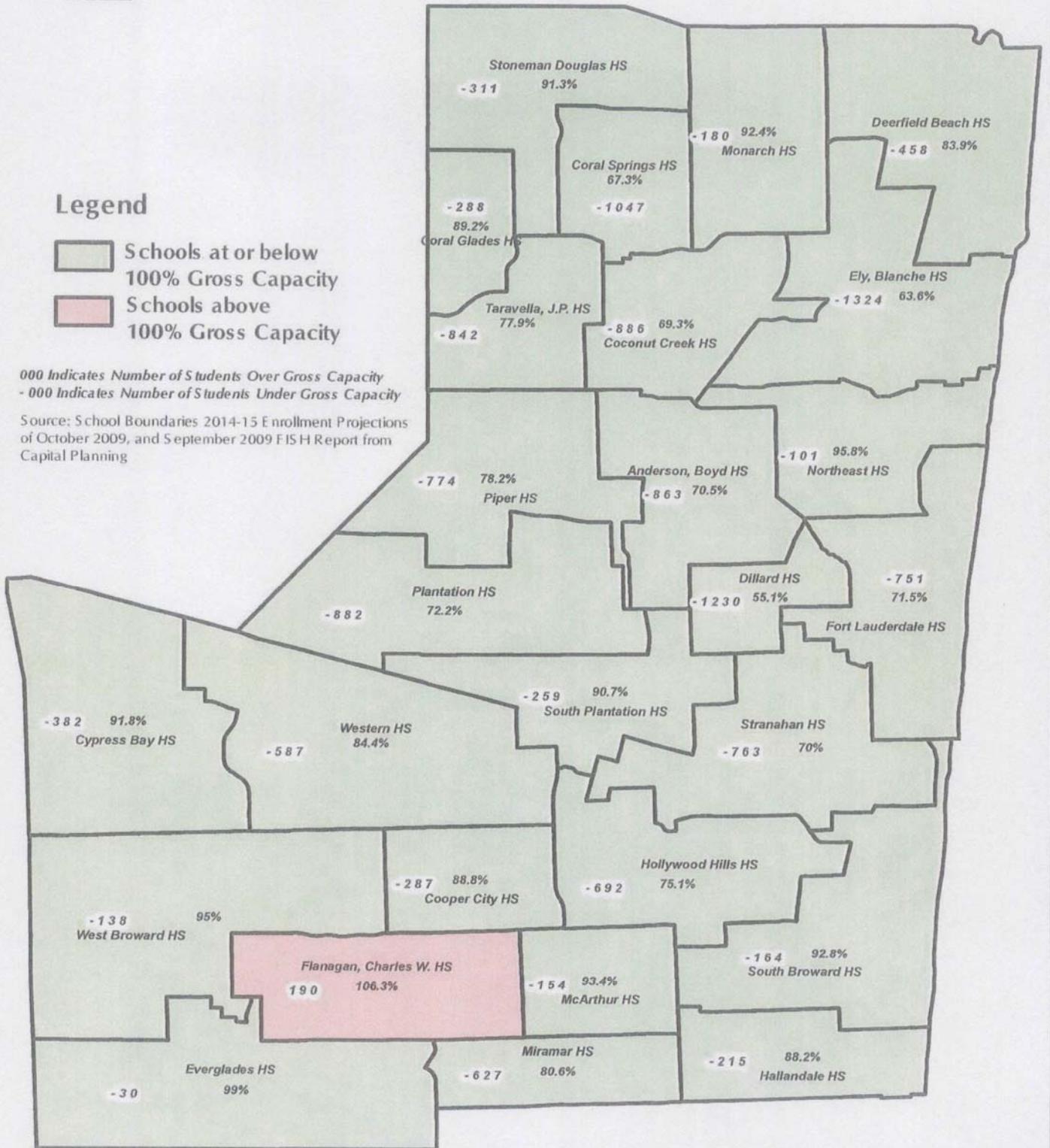
## 2009-2010 High School Boundaries

*Draft*

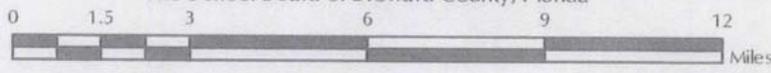
### Legend

- Schools at or below 100% Gross Capacity
- Schools above 100% Gross Capacity

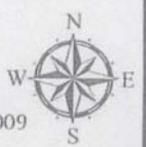
000 Indicates Number of Students Over Gross Capacity  
 - 000 Indicates Number of Students Under Gross Capacity  
 Source: School Boundaries 2014-15 Enrollment Projections of October 2009, and September 2009 FISH Report from Capital Planning



Prepared by the Growth Management Department  
 The School Board of Broward County, Florida



December 15, 2009





# Level of Service at 100% of Gross Capacity 2014-15

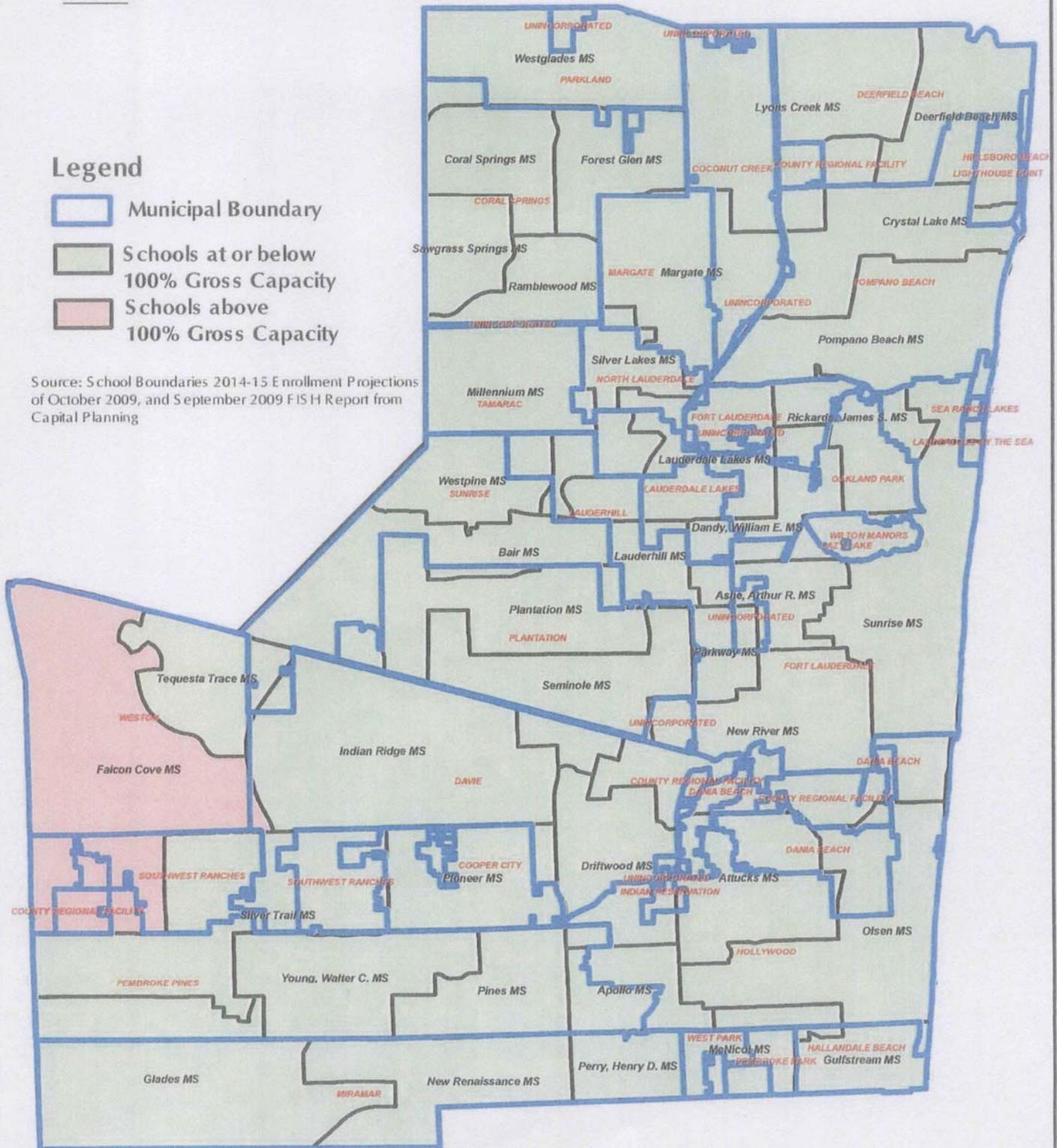
## 2009-2010 Middle School Boundaries with Municipal Boundaries

Draft

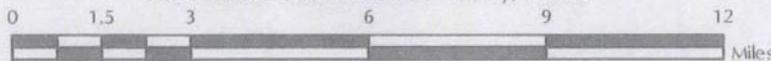
### Legend

-  Municipal Boundary
-  Schools at or below 100% Gross Capacity
-  Schools above 100% Gross Capacity

Source: School Boundaries 2014-15 Enrollment Projections of October 2009, and September 2009 FISH Report from Capital Planning



Prepared by the Growth Management Department  
The School Board of Broward County, Florida



December 18, 2009



# Level of Service at 100% of Gross Capacity 2014-15

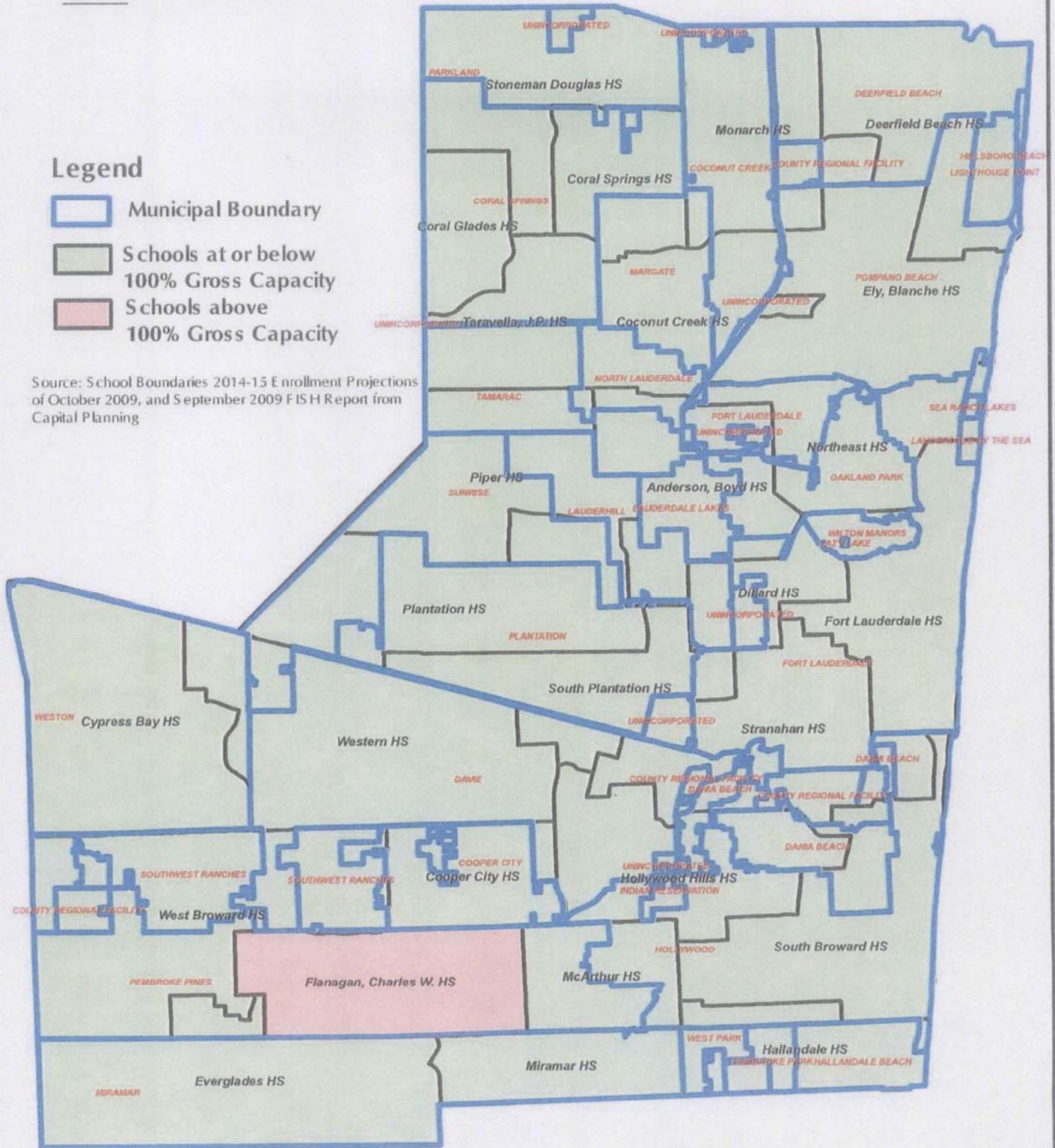
## 2009-2010 High School Boundaries with Municipal Boundaries

Draft

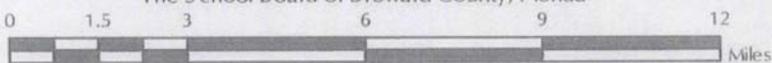
### Legend

-  Municipal Boundary
-  Schools at or below 100% Gross Capacity
-  Schools above 100% Gross Capacity

Source: School Boundaries 2014-15 Enrollment Projections of October 2009, and September 2009 FIS H Report from Capital Planning



Prepared by the Growth Management Department  
The School Board of Broward County, Florida



December 18, 2009

TOWN OF LAUDERDALE-BY-THE-SEA through its Mayor, authorized to execute same by Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

By: \_\_\_\_\_  
ROSEANN MINNET, MAYOR

ATTEST;

By: \_\_\_\_\_  
JUNE WHITE, TOWN CLERK

APPROVED AS TO FORM:

By: \_\_\_\_\_  
SUSAN L. TREVARTHEN, TOWN ATTORNEY