

RESOLUTION NO. 2011-3513

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS APPROVING AND ADOPTING OPTIONAL AMENDMENTS TO SECTIONS 9.2 (a), 9.2 (b) AND 22 OF THE AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING IN MIAMI-DADE COUNTY; AUTHORIZING EXECUTION OF AMENDMENT; EFFECTIVE DATE.

WHEREAS, the City, and a number of other Cities and Towns, previously entered into an Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County with the School Board of Miami-Dade County; and,

WHEREAS, subsequent to the execution of the aforesaid Agreement, the School Board of Miami-Dade County and Miami-Dade County entered into their own "bi-lateral" Interlocal Agreement relating to the same topics, issues and matters set forth in the Cities' Agreement; and,

WHEREAS, Section 18 of the Cities' Agreement provides that if more beneficial agreement terms are offered to any other City or County, then such beneficial agreement terms shall also be offered to all cities; and,

WHEREAS, since the Agreement with the County provides for agreement amendment approval by only two-thirds of the city signatories, instead of the "unanimous" standard provided in the Cities' Agreement, the reduced standard of two-thirds was proposed as Amendment No. 1 to the Cities' Agreement; and,

WHEREAS, the City Council previously determined, by failing to enact City Resolution No. 2011-3505, that it was not in the City's best interests to approve and adopt the new standard required for agreement amendment approval set forth in Amendment No. 1 to the Cities' existing Agreement with the School Board; and,

WHEREAS, the School Board of Miami-Dade County has subsequently proposed seven (7) additional "Optional Amendments" to the existing Interlocal Agreements with the various cities, towns and municipalities in Miami-Dade County; and,

WHEREAS, the City Council requested that the City Education Advisory Board provide it with recommendations in regard to the adoption of the seven proposed "Optional Amendments"; and,

WHEREAS, the Education Advisory Board, at its meeting of March 23, 2011, unanimously recommended that the City adopt "Optional Amendments" Nos. 1, 2 and 7; and,

WHEREAS, the City Council of the City of Miami Springs has determined that it is in the best interests of the City and its citizens to approve and adopt "Optional Amendments" Nos. 1, 2 and 7 to the City's existing Interlocal Agreement with the Miami-Dade County School Board:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA:

Section 1: That the City Council of the City of Miami Springs hereby approves and adopts "Optional Amendments" Nos. 1, 2 and 7 to the Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County, as set forth in Exhibit "A" attached hereto.

Section 2: That the City Council of the City of Miami Springs hereby authorizes the proper officers and officials of the City to execute all documentation required to approve and adopt the aforesaid "Optional Amendments" Nos. 1, 2 and 7.

Section 3: That the provisions of this Resolution shall be effective immediately upon adoption by the City Council.

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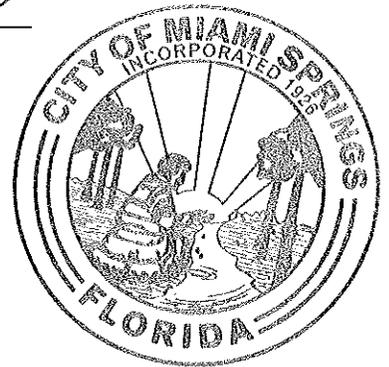
PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida,
this 13th day of June, 2011.

The motion to adopt the foregoing resolution was offered by
Vice Mayor Best, seconded by Councilman Lob, and on roll
call the following vote ensued:

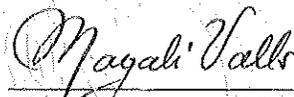
Vice Mayor Best	"aye"
Councilman Espino	"aye"
Councilman Lob	"aye"
Councilwoman Ator	"aye"
Mayor Garcia	"aye"



Xavier M. Garcia
Mayor



ATTEST:



Magali Valls, CMC
City Clerk

APPROVED AS TO LEGALITY AND FORM:



Jan K. Seiden, City Attorney



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Dr. Solomon C. Stinson, Chair
Perla Tabares Hantman, Vice Chair
Agustin J. Barrera
Renier Diaz de la Portilla
Dr. Lawrence S. Feldman
Dr. Wilbert "Tee" Holloway
Dr. Martin S. Karp
Ana Rivas Logan
Dr. Marta Pérez

March 17, 2010

VIA ELECTRONIC MAIL

TO: Distribution List (attached)

RE: OPTIONAL AMENDMENTS - AMENDED AND RESTATED INTERLOCAL AGREEMENT

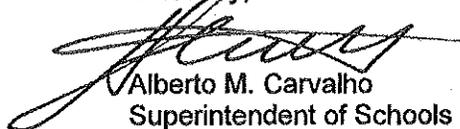
Dear Local Government Interlocal Designee:

As you are aware, the School Board previously entered into an Interlocal Agreement with your local government (a/k/a Consensus ILA), which was found consistent with governing state law by the Florida Department of Community Affairs (DCA). Subsequently, in May of 2009, the School Board entered into a separate Interlocal Agreement for Public School Facility Planning with Miami-Dade County (a/k/a "Bi-lateral" ILA), which was also subsequently found consistent by the DCA.

As provided under Sections 17 and 18 of the Consensus ILA, the School Board is offering the same terms contained in the Bi-Lateral ILA to your local government, as well as to all other signatories of the Consensus ILA. These are entirely optional and your local government may choose to adopt none, some, or all of them. For your convenience, should you decide to amend the Consensus ILA to include one or more of these optional amendments, we have enclosed a Supplementary Agreement. In order that we may track any adoptions of the Supplementary Agreement by local governments, kindly notify us of your action by or before September 24, 2010; for your convenience, we have also enclosed a Response Form on which you may note the type of action taken. Should we not hear from you within this timeframe, we will assume your local government has opted not to approve the Supplementary Agreement and that no further action is intended.

If you have any questions, please contact Mr. Jaime G. Torrens, Chief Facilities Officer, Office of School Facilities, at 305-995-1401 or Ms. Ana Rijo-Conde, Eco-Sustainability Officer, Department of Planning, Design and Sustainability, at 305-995-7285.

Sincerely,


Alberto M. Carvalho
Superintendent of Schools

AMC:rr
L1148

Attachments

cc: Mr. Jaime G. Torrens
Ms. Ana Rijo-Conde
Staff Working Group
Planners Technical Committee
Citizens' Oversight Committee

DISTRIBUTION LIST

Mr. Eric M. Soroka, ICMA-CM
City Manager
City of Aventura

Mr. Ronald J. Wasson
Town Manager
Town of Bay Harbor Islands

Mr. Patrick G. Salerno
City Manager
City of Coral Gables

Mr. Steven J. Alexander
Town Manager
Town of Cutler Bay

Ms. Yvonne Soler-Mckinley
City Manager
City of Doral

Honorable Otis Wallace
Mayor
City of Florida City

Honorable Julio Robaina
Mayor
City of Hialeah

Ms. Mirtha S. Gonzalez
Chief Zoning Official
City of Hialeah Gardens

Mr. Sergio Purrinos
Acting City Manager
City of Homestead

Mr. Genaro Iglesias
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Village of Key Biscayne

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City of Miami

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City of Miami Beach

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City Manager
City of Miami Gardens

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Town Manager
Town of Miami Lakes

Mr. James Borgman
City Manager
City of Miami Springs

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Village Manager
Village of Miami Shores

Mr. Mathew Schwartz
City Manager
City of North Bay Village

Mr. Clarence Patterson
City Manager
City of North Miami

Mr. Kelvin L. Baker
City Manager
City of North Miami Beach

Mr. Octavian Spanner
Community Development Director
City of Opa-Locka

Eve A. Boutsis, Esq.
Nagin, Gallop & Figueredo P.A.
Village Attorney
Village of Palmetto Bay

Mr. James H. Holland, AICP
Planning Director
Village of Pinecrest

Mr. Roger Carlton
City Manager
City of South Miami

Hans Ottinot, Esq.
City Attorney
City of Sunny Isles Beach

Ms. Lynn M. Dannheisser
Town Attorney
Town of Surfside

Honorable Manuel M. Maroño
Mayor
City of Sweetwater

Ms. Yolanda Aguilar
City Manager
City of West Miami

Mr. Marc C. La Ferrier, AICP
Director
Department of Planning and Zoning
Miami-Dade County

DISTRIBUTION LIST

Ms. Joanne Carr
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Mr. Michael Miller
Planning Consultant
Town of Bay Harbor Islands

Mr. Eric Riel, Jr.
Planning Director
City of Coral Gables

Mr. David Hennis
Community Development Director
Town of Cutler Bay

Mr. Nathan Kogon
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City of Doral

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City of Florida City

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Village of Key Biscayne

Mr. Harold Ruck
Chief Community Planning
City of Miami

Ms. Mercy Lamazares
Principal Planner
City of Miami Beach

Mr. Jay Marder
Development Services Director
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Director of Planning and
Development
Town of Miami Lakes

Mr. Richard Ventura
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Mr. David Daquisto
Planning Director
Village of Miami Shores

Ms. Tanya Sejour-Wilson
Planning Director
City of North Miami

Ms. Shari Kamali
Community Development Director
City of North Miami Beach

Mr. Julian Perez
Planning & Zoning Director
Village of Palmetto Bay

Mr. Thomas J. Vageline
Planning and Zoning Director
City of South Miami

Mr. Alex David
Planning Consultant
City of Sunny Isles Beach

Ms. Sarah Sinatra
Town Planner
City of Surfside

Mr. Carlos Lanza
Building Official
City of Sweetwater

Mr. Juan Pena
Planning Director
City of West Miami

Paula H. Church
Section Supervisor, Long Range
Planning, Department of
Planning & Zoning
Miami-Dade County

Response Form For Optional Amendments Presented for Consideration for Adoption as First Supplementary Agreement

(Please check the appropriate box(es) for the option(s) selected)

1 Section 9.2 (a) Capacity Methodology and Formula for Availability

Add to end of section the requirement to assess effects of geographic areas within one year

2 Section 9.2 (b) Level of Service Standard

- Add after paragraph 4 that MDCPS is to Submit Annual Reports by 9/30; and also revise the next paragraph to read that Amendments to LOS standards must follow the amendment provision of the Agreement

3 Section 9.2 (c) Concurrency Service Areas

Amend third paragraph to require that amendments to CSA are to be accomplished in accordance with amendment provision of the Agreement

4 Section 9.2 (d) Student Generation Multipliers

Amend first paragraph which amends process for developing Student Generation Multipliers and removes requirement of adoption into CDMP

5 Section 9.2 (f) Proportionate Share Mitigation

a) Amend paragraph before listing of options to reiterate that proportionate share mitigation must be approved by the School Board

b) Add Charter Schools as mitigation option No. 6, subject to conditions set forth therein

c) Add process to follow in the event there is lack of agreement on option to be used for mitigation and local governments accepting mitigation if the form of money

6 Section 9.3 Updates to Public School Concurrency

Amend paragraph two and events 1, 3 and 4, for amending the District Facilities Work Program. Also add to end of section language that explains the actions to be taken when the School Board closes an existing school, or delete, modify, or delay a school facility project planned in the first three years of the Work Plan

7 Section 22 Taking and Vested Rights

Add new section that reinforces the fact that nothing in the ILA shall be construed or applied to effect a permanent or temporary taking of private property in violation of the U.S. Constitution or Florida Constitution.

No optional amendments will be selected for adoption

Submitted by: _____ Date: _____
(Print and sign name of authorized official)

Name of Municipality: _____

Please return via e-mail to the attention of irodrigu@dadeschools.net or by fax to (305) 995-4760

**FIRST SUPPLEMENTARY AGREEMENT TO AMENDED AND
RESTATED INTERLOCAL AGREEMENT FOR PUBLIC
SCHOOL FACILITY PLANNING IN MIAMI-DADE COUNTY**

This First Supplemental Agreement (hereinafter referred to as the "Supplemental Agreement") to the Amended and Restated 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: The Cities of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Town of Cutler Bay, City of Doral, Village of EL Portal, City of Florida City, City of Homestead, 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 Miami Gardens, 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 Cities and the School Board have entered into the Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County; and,

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

WHEREAS, Section 17 of the Agreement provides that the School Board may enter into Supplementary Agreements with individual municipalities to address individual circumstances; and

WHEREAS, Section 18 of the Agreement provides that should the School Board enter into an agreement with another municipality or County, 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

Sample

NOW THEREFORE, be it mutually agreed between the School Board and the Cities that the Agreement is modified to provide for the following: (Insert only those Sections that each City requests to incorporate into this first supplemental Agreement – The Sections under consideration are being summarized below and for the actual wording see attachment 1):

Menu of Optional Modifications

1. **Section 9.2 (a) Capacity Methodology and Formula for Availability**
Add to end of section the requirement to assess effects of geographic areas within one year
2. **Section 9.2 (b) Level of Service Standard**
Add after paragraph 4 that MDCPS is to Submit Annual Reports by 9/30; and also revise the next paragraph to read that Amendments to LOS standards must follow the amendment provision of the Agreement
3. **Section 9.2 (c) Concurrency Service Areas**
Amend third paragraph to require that amendments to CSA are to be accomplished in accordance with new Amendment Section 21 (2/3 Vote)
4. **Section 9.2 (d) Student Generation Multipliers**
Amend first paragraph which amends process for developing Student Generation Multipliers and removes requirement of adoption into CDMP
5. **Section 9.2 (f) Proportionate Share Mitigation**
 - a) Amend paragraph before listing of options to reiterate that proportionate share mitigation must be approved by the School Board
 - b) Add Charter Schools as mitigation option No. 6 at the sole option of the School Board
 - c) Add process to follow in the event there is lack of agreement on option to be used for mitigation and local governments accepting mitigation if the form of money
6. **Section 9.3 Delay of School Projects**
Add to end of section language that explains the actions to be taken when the School Board closes an existing school, or delete, modify, or delay a school facility project planned in the first three years of the Work Plan

7. Section 22 Taking and Vested Rights

Add new section that reinforces the fact that nothing in the ILA shall be construed or applied to effect a permanent or temporary taking of private property in violation of the U.S. Constitution or Florida Constitution.

All other provisions of the Amended and Restated 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, Town of Cutler Bay, City of Doral, Village of EL Portal, City of Florida City, City of Homestead, 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 Miami Gardens, 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, on this _____ this day of ,2009.

The School Board of Miami Dade County, Florida

Attest: _____ (print)

By: _____, Chair

Attest: _____ (print)

By: _____, Secretary

Approved as to form:

School Board Attorney

Sample

Signature page to be provided by each municipality.

ATTACHMENT 1

1. If added, the following would be placed at the end of Section 9.2 (a) Assess Effects of Geographic Area

Within one year following the effective date of this Agreement, the County, Cities, and School Board staffs shall meet to assess the effect of the Geographic Areas (Northwest, Northeast, Southwest, Southeast) on the public school concurrency system. If any party feels that there are issues with the Geographic Areas, that party may propose to include an additional review step, as follows:

"Where the Geographic Areas result in an application being found not to meet concurrency, the staffs shall evaluate whether the following factors exist:

1. The concurrency service area serving the development is bisected by the Geographic Area boundary line;
2. The adjacent concurrency service area, across the Geographic Area boundary line, has the capacity to absorb all of the impacts of the development;
3. The shifting does not result in the adjacent concurrency service area exceeding 95% of its capacity; and
4. The travel distance to the adjacent concurrency service area school is no greater than the travel distance to any adjacent concurrency service area located on the same side of the Geographic Area boundary line as the development.

If all of these factors exist, then proportionate share mitigation shall not be required, and the shifting of impacts across the Geographic Area boundary line shall be automatically allowed."

Both this Agreement and the Amended and Restated Agreement must be revised, and the public school facilities elements revised if deemed necessary, before this review step can become effective. The parties have agreed to start with the above concept, but may choose to adopt different language or procedures on this topic, if properly approved by all parties.

2. If added, the following would be placed after paragraph 4 of 9.2 (b) – Level of Service Standard

The School Board shall provide to the County and cities: (1) an annual report of all schools that exceed the adopted LOS Standard; and (2) an annual report of the status of all capital projects related to school capacity that were due to be completed by the date of the report. Both reports shall be provided to the local governments no later than September 30 of each year.

Potential amendments to these LOS Standards shall be considered at least annually at the Staff Working Group meeting to take place no later than April 30 (for the County's first comprehensive plan amendment cycle) or October 31 (for the County's second comprehensive plan amendment cycle) of each year. ~~If there is a consensus to amend any LOS Standard, it~~ An amendment to the LOS standard shall be accomplished by the execution of an amendment to this Amended and Restated Agreement by all parties and the adoption of amendments to the County's and each City's comprehensive plan. ~~The amended LOS Standard shall not be effective until all plan amendments are effective and the amendment to this Amended and Restated Agreement is fully executed.~~ only in accordance with the amendment provisions of this Agreement. No LOS Standard shall be amended without a showing that the amended LOS Standard is financially feasible and can be achieved and maintained over the five years of the District Facilities Work Program.

3. If added, the following would amend the third paragraph of 9.2 (c) – Concurrency Service Areas

Potential amendments to the concurrency service areas, other than periodic adjustments to student attendance boundaries, or to redefine the concurrency service area as a different type of boundary or area shall be considered annually at the Staff Working Group meeting to take place each year no later than April 30 ~~or October 31~~ (for the County's first comprehensive plan amendment cycle) or October 31 (for the County's second comprehensive plan amendment cycle), and shall take into account the issue of maximization of capacity. Other considerations for amending the concurrency service areas may include safe access (including factors such as the presence of sidewalks, bicycle paths, turn lanes and signalization, general walkability), diversity, and geographic or manmade constraints to travel. ~~If there is a consensus to change the concurrency service area to a different type of service area or~~ An amendment to the type or geographic configuration, it of concurrency service areas shall be accomplished by the execution of an amendment to this Amended and Restated Agreement. ~~The changed concurrency service area shall not be effective until the amendment to this Amended and Restated Agreement is fully executed and related amendments to the County and Cities' comprehensive plans are adopted only in accordance with the amendment provision of this Agreement.~~

4. If added, the following would amend the first paragraph of 9.2 (d) – Student Generation Multipliers

~~The~~ Future student generation rates shall be ~~determined~~ developed by the County with the School Board in a joint, collaborative process, in accordance with professionally accepted methodologies, and shall be ~~updated~~ reviewed at least every three (3) years ~~inasmuch as possible, and shall be adopted into~~

the County's and Cities' comprehensive plans. The school enrollment projections will be included in the tentative district educational facilities plan provided to the County and Cities each year as specified in Subsection 3.1 of this Amended and Restated Agreement and updated as necessary. The initial professionally accepted methodology shall take student addresses by school type (elementary, middle and senior) as provided by School Board staff, and geocode each address to the property appraiser files to identify the type of unit, with the goal of obtaining an accurate student generation multiplier rate by Minor Statistical Areas (MSAs) based on a 100% sampling. The methodology and calculations thereunder shall be updated as necessary.

The formula to be utilized when determining the number of students generated by a development shall be based on student generation rates calculated as follows:

Total Number of Students Generated =

Number of Residential Units Generated By Development Proposal X

Student Generation Multiplier

5. If added, the following would amend 9.2 (f) Proportionate Share Mitigation

Amend paragraph before the listing of options

Options for providing proportionate share mitigation for any approval of additional residential dwelling units that triggers a failure to meet the Level of Service Standard for public school capacity will be specified in the County's and Cities' Public School Facilities Elements. Proportionate-share mitigation must be acceptable to the School Board. Options shall include the following:

(Add Option No. 6)

6. Charter Schools – Charter schools may be considered as a mitigation option only at the sole discretion of the School Board. Criteria associated with this option will be developed by the School Board.

If there is a lack of agreement among the applicant, the applicable local government and the School Board on the option to be used for mitigation as set forth in options 1-5 above, the local government may accept mitigation in the form of money (option 1 above) only in accordance with the following procedures:

(a) The local government shall inform the School Board of an impasse in writing, which shall trigger a thirty (30) day period for final negotiations.

(b) Upon receipt of the written notice of an impasse, the School Board shall schedule a negotiation session with the applicant and the local government.

(c) If agreement on a mitigation option is not reached within thirty (30) days of the School Board's receipt of the notice of impasse, then the local government may request that the mitigation requirement be satisfied with the money option (option 1 above).

(d) In this event, the School Board shall accept the money option (involving mitigation banking under option 5 above, if appropriate) if the following requirements are met:

(i) the money option must include payment of the full capital cost of a planned project to be expanded or a new project to be added to the District Facilities Work Program, located in the first three (3) years of the program; and

Proportionate share mitigation must be acceptable to the School Board. Mitigation shall be directed to projects in the first three (3) years of the District Facilities Work Program that the School Board agrees will satisfy the demand created by that development approval.

(ii) the money option must provide sufficient capacity to absorb the excess impacts of the development.

6. If added, the following would amend 9.3 – Updates to Public School Concurrency

Add after first Paragraph

The School Board shall not amend the District Facilities Work Program as to modify, delay or delete any project that affects student capacity in the first three (3) years of the Five Year Plan unless the School ~~District staff, with the concurrence of a majority of the School Board members,~~ Board provides written confirmation that:

1. The modification, delay or deletion of a project is required in order to meet the School Board's constitutional obligation to provide a ~~county~~district-wide uniform system of free public schools or to meet other legal obligations imposed by state or federal law; or

3. The project schedule or scope has been modified to address local government concerns, and the modification does not cause the adopted LOS standard to be exceeded in the Concurrency Service Area from which the originally planned project is modified,

delayed or deleted; and in addition to any of the foregoing three events,

4. The Staff Working Group has had the opportunity to review the proposed amendment and has submitted its recommendation to the Superintendent or designee School Board.

Add after last paragraph:

Other than as part of the process required to annually update the District's Facilities Work Program (Work Program), any interim action taken by the School Board to either 1) close an existing school, or 2) delete, modify, or delay a school facility project planned in the first three years of the Work Program, shall not adversely impact the County's or a City's ability to rely on said facility's or project's capacity, for purposes of issuance of school concurrency certificates during that interim period between annual reviews and adoption of the Work Program. Furthermore, where an action by the School Board to close an existing school, or to delete, modify, or delay a school facility capacity project listed in the adopted Work Program, would result in a CSA exceeding its adopted level of service within the period covered by the work program, and a Geographic Area boundary (as set forth in Exhibit 2) limits the ability to shift impacts of proposed development to contiguous CSAs, then the School Board shall shift impacts of proposed developments to any contiguous CSA, irrespective of the Geographic Area boundaries, until the adopted level of service standard for the affected CSA is restored. As required for financial feasibility, pursuant to Section 163.3164 (32), F.S., the School Board shall, at the conclusion the five-year period, ensure that the adopted level of service standard for the CSA shall be achieved.

As it relates to the required annual updates of the Work Program, the School Board shall provide the relevant data and analysis that demonstrate the achievement and maintenance of the adopted level of service standard, at the conclusion of the five-year timeframe covered by the Work Program, and as required by the governing state statutes. All data and analysis will be provided to the County and non-exempt municipalities by May 31st with the submittal of the Tentative Work Program and by October 20th upon adoption of the Annual Work Program.

7. If added, there would be a New Section 22. Takings and Vested Rights

Section 22. Takings and Vested Rights

Nothing in this Agreement shall be construed or applied to effect a permanent or temporary taking of private property or the abrogation of vested rights in violation of the United States Constitution or the Florida Constitution, to result in a violation of law, to require the payment of compensation by the School

Board, the County or any municipality for impacts on private property, or to modify or eliminate any remedy available to prevent or rectify a taking, deprivation of vested rights, or violation of law.