



THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA

PLANNING DEPARTMENT
3320 FOREST HILL BLVD. C-110
WEST PALM BEACH, FL 33406-5813

(561) 434-8020 FAX (561) 434-8187

ARTHUR C. JOHNSON, Ph.D
SUPERINTENDENT

COPY

December 16, 2003

To: Municipal Planning Directors
From: Kristin K. Garrison, Planning Director *KG*
Subject: Amendments to the School Concurrency Interlocal Agreement

Enclosed please find the fully executed document entitled "First Amendment to the Palm Beach County Interlocal Agreement with Municipalities of Palm Beach County and the School District of Palm Beach County to establish Public School Concurrency." This document also includes the signature page for each local government that approved the amendments.

In accordance with the adopted Interlocal Agreement, 51% of the parties to the Interlocal Agreement must approve the amendments in order for them to become effective. Eighteen of the total twenty-eight parties to the Agreement approved these changes, therefore making them effective. The fully executed document has been filed with the Clerk of Court office in accordance with section 18 of the amended Interlocal Agreement.

Please do not hesitate to contact me at 434-8935, if there are any questions.

Attachments

C: Lorenzo Aghemo, PBC Planning Director
Angela D. Usher, Intergovernmental Relations Manager, SDPBC

AN EQUAL OPPORTUNITY EMPLOYER.

R2003 0501

APR 01 2003

**FIRST AMENDMENT
TO THE PALM BEACH COUNTY
INTERLOCAL AGREEMENT
with
THE MUNICIPALITIES OF PALM BEACH COUNTY
and
THE SCHOOL DISTRICT OF PALM BEACH COUNTY
To Establish
PUBLIC SCHOOL CONCURRENCY**

**FIRST AMENDMENT
TO THE PALM BEACH COUNTY
INTERLOCAL AGREEMENT
with
MUNICIPALITIES OF PALM BEACH COUNTY
and
THE SCHOOL DISTRICT OF PALM BEACH COUNTY
To Establish
PUBLIC SCHOOL CONCURRENCY**

This First Amendment to the Interlocal Agreement establishing Public School Concurrency is hereby entered into by and between PALM BEACH COUNTY (hereafter referred to as the "COUNTY", operating through its BOARD OF COUNTY COMMISSIONERS; those municipalities who have executed this Agreement (hereafter referred to singly as "MUNICIPALITY" or collectively as "MUNICIPALITIES"; and The "SCHOOL DISTRICT OF PALM BEACH COUNTY" (hereafter referred to as the "SCHOOL DISTRICT", operating through the SCHOOL BOARD OF PALM BEACH COUNTY (hereafter referred to as the "SCHOOL BOARD" all of whom may collectively be referred to as the "PARTIES" to this Interlocal Agreement.

WHEREAS, on January 25, 2001, the COUNTY, the MUNICIPALITIES, and the SCHOOL DISTRICT entered into the Interlocal Agreement to establish public school concurrency; and

WHEREAS, the Interlocal Agreement, among other things, establishes a Technical Advisory Group (TAG) to periodically evaluate the school concurrency program and to recommend proposed amendments to the Interlocal Agreement; and

WHEREAS, the TAG on October 7, 2002, approved and issued a Program Evaluation Report for distribution to all PARTIES to the Interlocal Agreement recommending changes to the document; and

WHEREAS, on November 7, 2002, and January 30, 2003, the Intergovernmental Plan Amendment Committee (IPARC), which consists of planning directors in Palm Beach County, reviewed the Program Evaluation Report and the recommended changes; and

WHEREAS, pursuant to its terms, the Interlocal Agreement may be amended by written agreement of fifty-one percent (51%) of the PARTIES; and

WHEREAS, the PARTIES hereto desire to amend the Interlocal Agreement as set forth as recommended by the Program Evaluation Report.

NOW, THEREFORE, in order to amend the Interlocal Agreement, and in consideration of the mutual obligations and benefits conferred, the COUNTY, the MUNICIPALITIES, and the SCHOOL DISTRICT hereby amend the Interlocal Agreement as follows:

All references to Florida Statutes Chapters 235 and 236 have been changed to Chapters 1013 and 1011.

SECTION 1.

Definitions are hereby amended as follows:

First FTE Student Count – A first semester count of all “full time equivalent” students. The date of the first FTE count is determined by the Florida Department of Education each school year, pursuant to Chapter 1011.62, Florida Statutes.

SECTION 2. Article II.B. Required Concurrency Elements is hereby amended as follows:

3. Incorporate “The SCHOOL DISTRICT of Palm Beach County Six Year Capital Improvement Schedule” which is in the SCHOOL DISTRICT’S Five-Year Capital Facilities Plan into its adopted Capital Improvement Element, and keep on file the ~~and update that Schedule consistent with the~~ updated and adopted SCHOOL DISTRICT’S Five-Year Capital Facilities Plan in order to set forth a financially feasible

public school capital facilities plan, consistent with the adopted Level of Service Standards for public schools.

SECTION 3.

Article III.C Transmittal shall be amended as follows:

The SCHOOL DISTRICT shall transmit copies of the proposed SCHOOL DISTRICT's Five Year Capital Facilities Plan along with data and analysis necessary to demonstrate the financial and feasibility of the Program to the Technical Advisory Group (TAG), the MUNICIPALITIES and the COUNTY on or before ~~May 31~~ July 1 of each year commencing after the effective date of this AGREEMENT.

SECTION 4.

Article III.F Material Amendment to the SCHOOL DISTRICT's Five-Year Capital Facilities Plan is hereby amended as follows:

(b) That the modification, delay or deletion of a project is occasioned by unanticipated change in population projections or growth patterns or is required in order to provide needed capacity in a location that has a current greater need than the originally planned location and does not cause the adopted LOS to be exceeded in the CSA from which the originally planned project is modified, delayed or deleted; or

(c) At the request of one of the PARTIES to this agreement, the project schedule or scope has been modified to address local government concerns, and the modification does not cause the adopted LOS to be exceeded in the CSA from which the originally planned project is modified, delayed or deleted.

SECTION 5.

Article III.G Amend Comprehensive Plan is hereby amended as follows:

Once the SCHOOL DISTRICT'S Five-Year Capital Facilities Plan, the annual update, or any material amendment has been adopted by the SCHOOL BOARD, the COUNTY and MUNICIPALITIES shall amend

“The SCHOOL DISTRICT of Palm Beach County Six Year Capital Improvement Schedule” of the Capital Improvement Element of their its Comprehensive Plans to include the changes in their next round of amendments. The COUNTY shall transmit the adopted copies of these amendments to all signatories of this agreement within thirty (30) days of adoption. The MUNICIPALITIES in turn, shall follow procedures consistent with Rule 9J-5, Florida Administrative Code, to adopt the SCHOOL DISTRICT of Palm Beach County Six Year Capital Improvement Schedule.

SECTION 6.

Article IV.A Process for Development and Adoption of Capital Improvement Element is hereby amended as follows:

1. The SCHOOL DISTRICT shall prepare and the COUNTY and the MUNICIPALITIES shall adopt into the Capital Improvements Element of its ~~their~~ comprehensive plan “The SCHOOL DISTRICT of Palm Beach County Six Year Capital Improvement Schedule” of the SCHOOL DISTRICT’S Five-Year Capital Facilities Plan set forth in Section III, in this AGREEMENT.

SECTION 7. Article V.C Level of Service is hereby amended as follows:

To ensure the capacity of schools is sufficient to support student growth at the adopted level of service for each year of the five year planning period and through the long term planning period, for each CSA, the PARTIES hereby establish the LOS as set forth below. The actual LOS (utilization) for all schools of each type in each CSA and each individual school shall be established each year by the first FTE student count of ~~the second semester.~~

2 (b) Up to 120 percent of FISH capacity (utilization LOS) (test two), for individual schools subject to the results of School Capacity Study (SCS) undertaken by TAG, in consultation with all LOCAL GOVERNMENTS having jurisdiction within the CSA and the SCHOOL DISTRICT, to

determine if a particular school can operate in excess of 110% capacity. The SCS shall be required if a school in the first FTE student count of the second semester reaches 108 percent or above of FISH capacity, once the Level of Service in V.B.2 above is achieved.

5. Upon determination by TAG, if a school is planned and under contract or construction which will relieve capacity of an existing school, the existing school shall be allowed to exceed the 120% maximum utilization for a period not to exceed 2 years. The former is intended to prevent the movement of students more than once.

SECTION 8.

Article V.F. SCHOOL DISTRICT Review of New Residential Proposals is hereby amended as follows:

3. Determine Utilization - Analysis of Enrollment to Capacity for Five years: The SCHOOL DISTRICT shall create a *Development Review Table (DRT)* (shown below) for each CSA, and will use the DRT to compare the projected students from proposed residential developments to the CSA's planned growth, enrollment, capacity and utilization (LOS) over the Five-year period. The *Development Review Table* produces a calculation of the Level of Service for each school type in each CSA. Enrollment projections shall be based on the most recently adopted five year capital plan and the DRT shall be updated to reflect these projections by November 1st of each year.

SECTION 9.

Article V.G. Term of School Concurrency is hereby amended as follows:

A Letter of Determination for School Concurrency, issued by the SCHOOL DISTRICT, shall be valid for one year from the date of issuance. A determination may be extended for two consecutive six month periods providing the SCHOOL DISTRICT receives documentation that the application is progressing in good faith

through the local government's review process. Once the Local Government Specific Development Order is issued, the concurrency determination shall run with the Development Order.

SECTION 10.

Article V.H. Suspension of Concurrency is hereby amended as follows:

1(e) If concurrency is suspended in one-third or more of the CSA's pursuant to ~~GH~~.2. of this section below.

(Omitted for Brevity)

2(b) An annual first FTE student count shows that an individual school exceeds the adopted LOS, and the SCHOOL DISTRICT has not maximized utilization and achieved the adopted LOS by the subsequent first FTE student count; The SCHOOL DISTRICT does not maximize utilization of school capacity by allowing a particular CSA or an individual school to exceed the adopted Level of Service (LOS); or

(c) Where the School Board materially amends the first 3 years of the SCHOOL DISTRICT'S Five-Year Capital Facilities Plan in accordance with Section III G., and that amendment causes the Level of Service to be exceeded for that type of school within a CSA, concurrency will be suspended within that CSA and the adjacent CSA's only for that type of school.

3. If the Program Evaluation and Monitoring Report in accordance with Section ~~VI.M~~ K., below, recommends that concurrency be suspended because the program is not working as planned, concurrency may be suspended upon the concurrence of 33% of the Parties to this AGREEMENT.

SECTION 11.

Article VI.J. Management Reports is hereby amended as follows:

Management and Enrollment Reports

By ~~July 1st~~ November 1st of each year the School Superintendent shall submit an annual management report to the School Board and TAG detailing the status of the SCHOOL DISTRICT's implementation of its

adopted Five-Year Capital Facilities Plan. The Management Report will contain..... This report shall also contain the first FTE student count of all schools of each type in each CSA and each individual school.

SECTION 12.

Article VI.K is hereby deleted as follows:

~~K. — Enrollment Reports—~~

~~The SCHOOL DISTRICT Superintendent shall submit a yearly report on the first student count of the second semester enrollment of all schools of each type in each CSA and each individual school by February 15th.~~

SECTION 13.

Article V.L. is hereby deleted as follows:

~~L. — Monitoring Reports—~~

~~The TAG shall review the information submitted by the SCHOOL Superintendent and shall compile and submit a report annually on the following:~~

- ~~1. — The accuracy of previous pupil enrollment projections compared with actual enrollment.~~
- ~~2. — The accuracy of previous population projections of each CSA compared with actual growth.~~
- ~~3. — The accuracy of projected costs of school construction projects compared with actual costs.~~
- ~~4. — The accuracy of projected school construction schedules compared with actual performance.~~

~~All annual reports of the TAG shall be submitted to the MUNICIPALITIES, the COUNTY and the SCHOOL~~

BOARD by August 1. Any interim TAG report shall be submitted to the parties within five days of completion.

SECTION 14.

Article VI.M. Program Evaluation Report is hereby amended as follows:

M. K. Program Evaluation and Monitoring Report

1. On or before ~~August 1, 2002~~, December 15, of each year or at the request of any party to this Agreement, TAG shall ~~initiate~~ complete an evaluation of the effectiveness of the program. This evaluation and Report shall consider but not be limited to the following:

- (a) Number of school concurrency suspensions by school type
- (b) Duration of school concurrency suspensions
- (c) Ability to achieve and maintain the adopted LOS
- (d) Timeliness of parties' response required by this AGREEMENT.
- (e) Operation and effectiveness of the concurrency program.
- (f) The accuracy of previous pupil enrollment projections compared with actual enrollment.
- (g) The accuracy of previous population projections of each CSA compared with actual growth.
- (h) The accuracy of projected costs of school construction projects compared with actual costs.

2. TAG shall ~~issue a report on the findings and recommendations to all PARTIES by November 1, 2002, and every 2 years thereafter, and within 90 days after the request for review by any party to this AGREEMENT.~~

The recommendations shall include, but not be limited to, suspension and changes to the following:

SECTION 15.

Article VIII.D. Coordinated Planning is hereby amended as follows:

D. School District Data Publication

The SCHOOL DISTRICT shall publish data concerning school capacity, including the enrollment of each individual school based on the first FTE student count ~~first count of the second semester~~, the actual capacity of each school at the adopted level of service, the enrollment and capacity for all schools of each type in each concurrency service area. The SCHOOL DISTRICT shall specifically update the data upon meeting the following conditions: no later than fifteen (15) working days after the annual update of the SCHOOL DISTRICT's Five-Year Capital Facilities Plan; with the first FTE student count ~~first count of the second semester~~ each year; as new capacity becomes operational; when a SCS is approved; or as concurrency determinations are issued.

SECTION 16.

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

SECTION 17.

This Amendment to the 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 18.

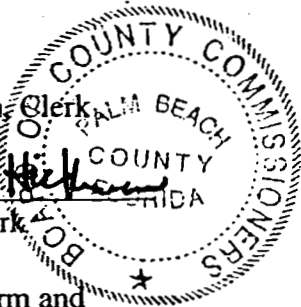
Upon this Amendment being signed by the last required party, this First Amendment to the Interlocal Agreement shall be filed with the Clerk of the Circuit Court. This First Amendment to the Interlocal Agreement shall take effect immediately on the date filed with the Clerk of the Circuit Court and shall continue until terminated.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year indicated.

ATTEST:

Dorothy H. Wilken, Clerk

By: Linda C. Wilken
Deputy Clerk



PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Chair

Date: APR 01 2003

Approved as to Form and
Legal Sufficiency

[Signature]
County Attorney

R2003 0501

ATTEST:

SCHOOL BOARD OF PALM BEACH COUNTY

By: _____

By: _____
Thomas E. Lynch, Chairman

Approved as to Form and

Date: _____

Legal Sufficiency

Attorney for School Board

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year indicated.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

Dorothy H. Wilken, Clerk

By: _____
Deputy Clerk

By: _____
Chair

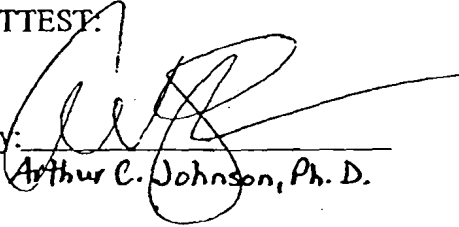
Approved as to Form and
Legal Sufficiency

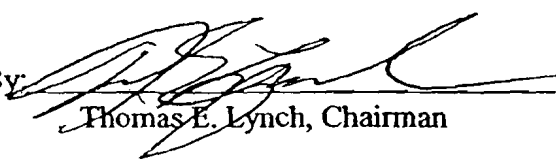
Date: _____

County Attorney

ATTEST:

SCHOOL BOARD OF PALM BEACH COUNTY

By: 
Arthur C. Johnson, Ph. D.

By: 
Thomas E. Lynch, Chairman

Approved as to Form and
Legal Sufficiency

Date: 03/10/03

Attorney for School Board

ATTEST:

By: Barbara Monticelli
City Clerk

CITY OF ATLANTIS

By: Charles P. Jones
Mayor

DATE: 4/16/03

ATTEST:

CITY OF BOYNTON BEACH

By: Janet M. Prainito
City Clerk

By: Kurt Brana

WRESTLING
CLUB
BOYNTON BEACH, FL

DATE: 4-1-03



APPROVED AS TO FORM:

Michael Paul
CITY ATTORNEY

ATTEST:

CITY OF DELRAY BEACH

By: Barbara Grute
City Clerk

By: [Signature]
Mayor

DATE: Nov. 6, 2003

Approved as to form and
legal sufficiency:
[Signature]
City Attorney

Approved at the Delray
Beach City Commission
Meeting of April 1, 2003

ATTEST:

TOWN OF HYPOLUXO

By: *Barbara Mark Ross*
Town Clerk

By: *Rebecca Schuy*
Mayor

DATE: *May 15, 2003*



PAST AND ADOPTED THIS 28th DAY OF May, 2003.

TOWN OF JUNO BEACH, FLORIDA

By: Robert C. Blomquist
Robert C. Blomquist, Mayor

ATTEST:

Allison Jaramillo
Allison Jaramillo, Town Clerk

Approved as to form and legal
sufficiency:

Gregory S. Kino
Gregory S. Kino, Town Attorney

ATTEST:

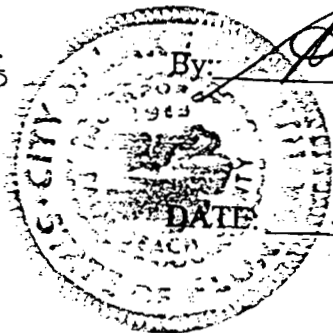
CITY OF LAKE WORTH

By:

Paula J. Lopez
City Clerk

By:

[Signature]
Mayor



DATE

5/20/03

MUNICIPALITIES

ATTEST:

CITY OF LAKE WORTH

By: _____
City Clerk

By: _____
Mayor

DATE: _____

ATTEST:

TOWN OF LANTANA

By: *[Signature]*
Town Clerk

By: *[Signature]*
Mayor

DATE: 5/28/03

ATTEST:

VILLAGE OF NORTH PALM BEACH

By: _____
Village Clerk

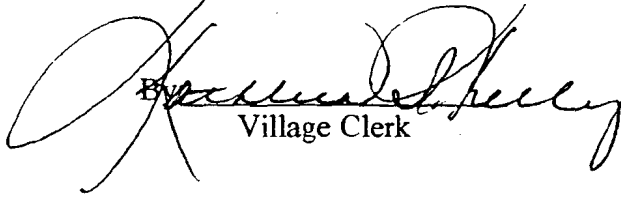
By: _____
Mayor

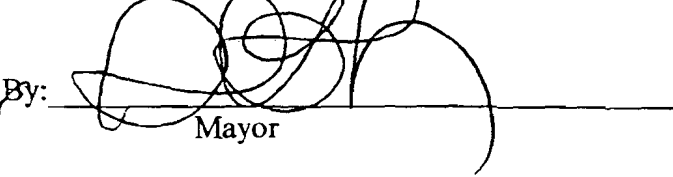
DATE: _____

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year indicated.

ATTEST:

VILLAGE OF NORTH PALM BEACH:

By: 
Village Clerk

By: 
Mayor

Date: 4/29/03

ATTEST:

SCHOOL BOARD OF PALM BEACH COUNTY

By: _____

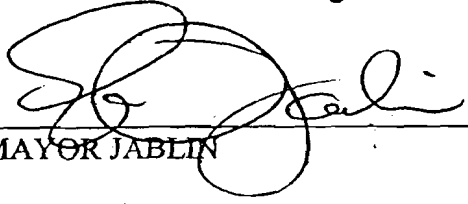
By: _____
Chairman

Date: _____

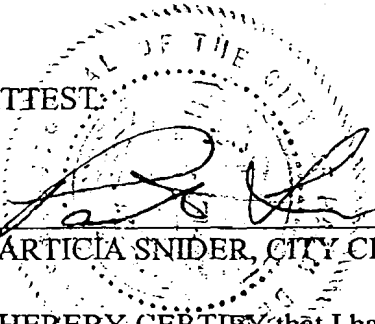
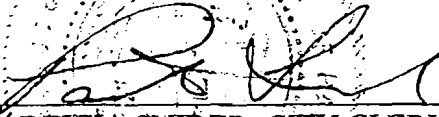
Approved as to Form and
Legal Sufficiency

Attorney for School Board

PASSED, ADOPTED AND APPROVED this 15th DAY OF May, 2003.


MAYOR JABLIN

ATTEST:



PARTICIA SNIDER, CITY CLERK

I HEREBY CERTIFY that I have
Approved this RESOLUTION as
to form.

I, Patricia Snider Clerk of the City of Palm
Beach Gardens do hereby certify that this is a true copy
as taken from the Official records of the City of Palm
Beach Gardens.


City Clerk, Deputy Clerk


Christine Tatum, CITY ATTORNEY

VOTE:

- MAYOR JABLIN
- VICE MAYOR SABATELLO
- COUNCILMEMBER CLARK
- COUNCILMEMBER RUSSO
- COUNCILMEMBER DELGADO

<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year indicated.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

Dorothy H. Wilken, Clerk

By: _____
Deputy Clerk

By: _____
Chair

Approved as to Form and
Legal Sufficiency

Date: _____

County Attorney

ATTEST:

SCHOOL BOARD OF PALM BEACH COUNTY

By: _____

By: _____
Thomas E. Lynch, Chairman

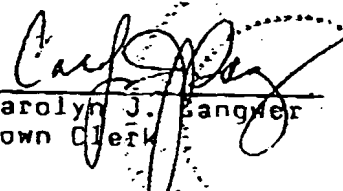
Approved as to Form and
Legal Sufficiency

Date: _____

Attorney for School Board

ATTEST:

TOWN OF PALM BEACH SHORES, FLORIDA
BY ITS BOARD OF TOWN COMMISSIONERS

By: 
Carolyn J. Sangster
Town Clerk

By: 
Thomas R. Mills, Mayor

Date: April 21, 2003

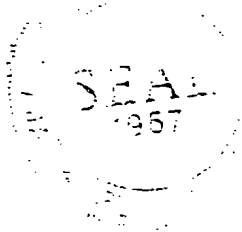
ATTEST:

VILLAGE OF PALM SPRINGS

By: *Gregory L. Burroughs*
Village Clerk

By: *John W. Davis*
Mayor

DATE: 3-13-03



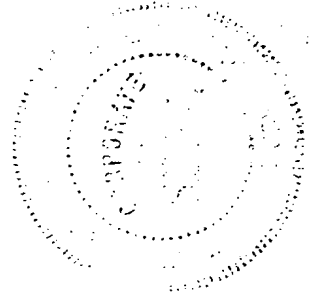
ATTEST:

By: *Maryanne Stubb*
Village Clerk

VILLAGE OF ROYAL PALM BEACH

By: *Daniel A. Powell*
Mayor

DATE: *May 1, 2003*



RESOLUTION NO. 69-2003

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA,
AUTHORIZING THE FIRST AMENDMENT TO THE PALM BEACH
SCHOOL CONCURRENCY INTERLOCAL AGREEMENT WITH THE
PALM BEACH COUNTY SCHOOL BOARD.**

WHEREAS, the City of South Bay entered into a School Concurrency Interlocal Agreement with Palm Beach County School Board, Board of County Commissioners, and other municipalities on January 25, 2001; and

WHEREAS, Per that Agreement the City agreed to amend its Comprehensive Plan as required to meet all procedural requirements of Chapter 163 Florida Statutes; and

WHEREAS, on October 7, 2002 the Technical Advisory Group (TAG) approved and issued a Program Evaluation Report recommending changes to the Interlocal Agreement; and

WHEREAS, on November 7, 2002, and January 30, 2003, the Intergovernmental Plan Amendment Committee (IPARC), reviewed the Program Evaluation Report and the recommended changes; and

WHEREAS, the Parties hereto desire to amend the Interlocal Agreement as set forth as recommended by the Program Evaluation Report.

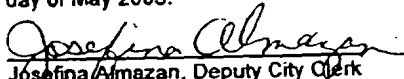
NOW THEREFORE, the City Commission of the City of South Bay hereby authorizes the First Amendment to the Palm Beach School Concurrency Interlocal Agreement with the Palm Beach County School Board.

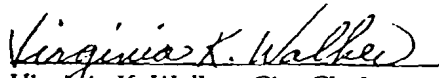
DONE AND RESOLVED in regular session of the City Commission of the City of South Bay, Florida this 20th day of May 2003.


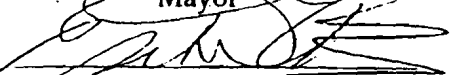

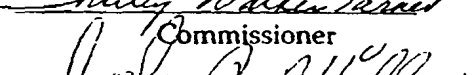
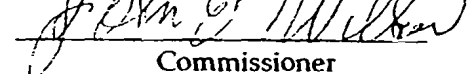
Certification of True Copy

I, the undersigned, duly appointed Deputy City Clerk of the City of South Bay, Florida, HEREBY CERTIFY that the attached hereto is a true and correct copy of Resolution Number 69-2003, as shown in the records of the City on file in the office of the City Clerk.

WITNESS, my hand and the corporate seal of the City of South Bay, Florida, this 23rd day of May 2003.


Josefina Amazan, Deputy City Clerk
Attest:


Virginia K. Walker, City Clerk


Mayor

Vice-Mayor

Commissioner

Commissioner

Commissioner

MUNICIPALITIES

ATTEST:

VILLAGE OF ROYAL PALM BEACH

By: _____
Village Clerk

By: _____
Mayor

DATE: _____

ATTEST:

CITY OF SOUTH BAY

By: _____
City Clerk

By: _____
Mayor

DATE: _____

ATTEST:

VILLAGE OF TEQUESTA

By: Mary Miles
Village Clerk

By: Edward D Resnik
Mayor

DATE: 5/8/03

1 **SECTION 3.** That the Mayor and Village Clerk are authorized to execute the
2 final amendment to the Agreement which incorporates the modifications set forth
3 in Exhibit "A" hereto.

4
5 **SECTION 4.** This Resolution shall take effect immediately upon adoption.

6
7
8 PASSED AND ADOPTED this 12 day of August, 2003.

9
10
11 ATTEST: VILLAGE OF WELLINGTON, FLORIDA

12
13
14 BY: Awilda Rodriguez BY: Thomas M. Wenham
15 Awilda Rodriguez, Village Clerk Thomas M. Wenham, Mayor

16
17
18 APPROVED AS TO FORM AND
19 LEGAL SUFFICIENCY

20
21
22 BY: [Signature]
23 Assistant Village Attorney

MUNICIPALITIES

ATTEST:

VILLAGE OF WELLINGTON

By: _____
Village Clerk

By: _____
Mayor

Date: _____

ATTEST:

CITY OF WEST PALM BEACH

By: *Theresa DeFouchet*
City Clerk

By: *[Signature]*
Mayor

Date: _____

CITY ATTORNEY'S OFFICE
Approved as to form
and legal sufficiency
By: *[Signature]*
Date: 2/4/03