

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Draft School Interlocal Agreement for Public School Facility Planning and School Concurrency

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dan Matthys **CONTACT:** Tony Matthews **EXT.** 7936

Agenda Date <u>06/13/06</u>	Regular <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Staff is seeking Board authorization to transmit the attached nonbinding, draft Interlocal Agreement for Public School Facility Planning and School Concurrency to the Department of Community Affairs for review and comment.

(Unincorporated Seminole County) (Tony Matthews, Principal Planner)

BACKGROUND:

Section 163.3180(13), Florida Statutes (as amended by Senate Bill 360 in 2005), requires local governments to create a uniform school concurrency system that will establish level-of-service standards, concurrency service areas, provide a process for determining proportionate-share mitigation, and other related intergovernmental coordination and implementation processes. This draft Interlocal Agreement represent a revision to the 2003 Interlocal Agreement for Public School Facility Planning, and is a first step toward adoption of a required Public Schools Facilities Element (PSFE) into the comprehensive plans of the County and Municipalities. PSFEs must be adopted by January 2008.

The Agreement, as the first step, establishes a countywide program that provides that when a proposed development impact exceeds the established level-of-service (LOS), a mitigation plan must be negotiated (proportionate share mitigation). The School Concurrency System is for all jurisdictions within the County and must be incorporated into each respective PSFE.

There are items that have not been fully developed in the draft Agreement that need to be addressed before the final Agreement can be adopted. These include: (a) identifying costs in the proportionate share mitigation program; (b) administration of the program; and (c) processing development applications that cannot meet LOS standards nor provide mitigation.

Reviewed by:
Co Atty: _____
DFS: _____
Other: <u>TS</u>
DCM: _____
CM: <u>COE</u>
File No. <u>rpdp03</u>

Staff from the County, School Board and County Municipalities, have jointly prepared the attached Agreement. The Agreement has been modeled after other local government agreements acceptable to the Department of Community Affairs (DCA). The County must transmit the Agreement to the DCA by July 1, 2006, for review and comment, as provided for in the State Funded Subgrant previously awarded to the County. The final Agreement is due to DCA by September 1, 2006 (see Additional Background).

STAFF RECOMMENDATION:

Staff recommends Board authorization to transmit the attached nonbinding, draft Interlocal Agreement for Public School Facility Planning and School Concurrency to the Department of Community Affairs for review and comment.

Attachments:

- Draft Interlocal Agreement for Public School Facility Planning and School Concurrency

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

**INTERLOCAL AGREEMENT FOR
PUBLIC SCHOOL FACILITY PLANNING
AND SCHOOL CONCURRENCY**

1
2
3
4
5 THIS INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND
6 SCHOOL CONCURRENCY, (date) _____ herein referred to as the
7 "AGREEMENT", is made and entered into as of the most recent date shown below by
8 and between ~~among~~ the SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, a
9 political subdivision of the State of Florida and a body corporate pursuant to Section
10 230.21, Florida Statutes, whose address is 400 East Lake Mary Boulevard, Sanford,
11 Florida 32773-7127; SEMINOLE COUNTY, FLORIDA, a political subdivision of the State
12 of Florida, whose address is Seminole County Services Building, 1101 East First Street,
13 Sanford, Florida 32771-1468; the CITY OF ALTAMONTE SPRINGS FLORIDA, a
14 municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs,
15 Florida 32701; the CITY OF CASSELBERRY, FLORIDA, a municipal corporation, whose
16 address is 95 Triplet Lake Drive, Casselberry, Florida 32707; the CITY OF LAKE MARY,
17 FLORIDA, a municipal corporation, whose address is 100 North Country Club Road,
18 Lake Mary, Florida 32746; the CITY OF LONGWOOD, FLORIDA, a municipal
19 corporation, whose address is 175 West Warren Avenue, Longwood, Florida 32750; the
20 CITY OF OVIEDO, FLORIDA, a municipal corporation, whose address is 400 Alexandria
21 Boulevard, Oviedo, Florida 32765; the CITY OF SANFORD, FLORIDA, a municipal
22 corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771-1788;
23 and the CITY OF WINTER SPRINGS, FLORIDA, a municipal corporation, whose
24 address is 1126 East State Road 434, Winter Springs, Florida 32708-2799.

25 **WHEREAS**, the SCHOOL BOARD of Seminole County, Florida; Seminole
26 County; and the seven (7) municipal corporations listed above shall be herein referred to
27 as the "SCHOOL BOARD", the "COUNTY", the "CITIES", or "CITY", respectively, LOCAL
28 GOVERNMENT(S) ,or corporately as the "PARTIES"; and

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

29 **WHEREAS**, the PARTIES recognize a mutual obligation and responsibility for the
30 education, nurturing and general well-being of the children, citizens, and students within
31 their respective community; and

32 **WHEREAS**, the PARTIES recognize the benefits to children, citizens and
33 students of their respective communities by more closely coordinating their
34 comprehensive land use and public school facilities planning programs via: (1) improved
35 coordination of development of new public schools in time and location with land
36 development activities; (2) greater efficiency for the PARTIES by locating public schools
37 to take advantage of existing and planned transportation corridors, water, sewer, and
38 parks and recreational facilities; (3) improved student access and safety by coordinating
39 the construction of new and expanded public schools with road, sidewalk, and trail
40 construction programs of the COUNTY and CITIES; (4) improved urban form by locating
41 and designing public schools to serve as focal points of the communities; (5) improved
42 efficiency and convenience by co-locating public schools with parks, ball fields,
43 recreational facilities, libraries, and other community facilities to take advantage of joint
44 use opportunities; (6) reduction of pressures contributing to urban sprawl; and (7)
45 support of existing neighborhoods by appropriately locating new public schools and
46 expanding and renovating existing public schools; and

47 **WHEREAS**, Section 1013.35(2)(a), Florida Statutes, requires that the location of
48 public educational facilities must be consistent with the comprehensive plan and
49 implementing land development regulations of the appropriate governing body; and

50 **WHEREAS**, Section 163.3177(6)(h)1 and 2, Florida Statutes, requires each local
51 government to adopt an intergovernmental coordination element as part of their
52 comprehensive plan that states principles and guidelines to be used to accomplish
53 coordination of the adopted comprehensive plan with the plans of the school boards, and
54 describes the processes for collaborative planning and decision making on population
55 projections and public school siting; and

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

56 **WHEREAS**, Sections 163.31777 and 1013.33, Florida Statutes, further require
57 each county and the non-exempt municipalities within that county to enter into an
58 interlocal agreement with the school board to jointly establish the specific ways in which
59 the plans and processes of the school board and the local governments are to be
60 coordinated; and

61 **WHEREAS**, the PARTIES enter into this AGREEMENT in fulfillment of that
62 statutory requirements and in recognition of the benefits accruing to children, citizens
63 and students as described above; and

64 **WHEREAS**, the PARTIES desire to mutually cooperate with each other for the
65 purposes of ensuring land use compatibility, insomuch as practical, between and among
66 the PARTIES; to (1) provide for efficient and effective public services to residents of both
67 the COUNTY and CITIES; (2) to provide for a dispute/conflict resolution mechanism; and
68 (3) to establish collaborative land use planning mechanisms; and

69 **WHEREAS**, the PARTIES agree that this AGREEMENT is a sound planning tool
70 based on generally accepted planning practices and principles that serves to further
71 intergovernmental coordination; and

72 **WHEREAS**, in order to provide adequate public school capacity in a timely
73 manner and at appropriate locations, the COUNTY, CITIES, and SCHOOL BOARD have
74 further determined that it is necessary and appropriate for the entities to cooperate with
75 each other to ensure that there is adequate permanent capacity for new growth; and

76 **WHEREAS**, the COUNTY, CITIES, and SCHOOL BOARD recognize that
77 adequate revenue sources must be available to provide for the needed increase in
78 permanent capacity; and

79 **WHEREAS**, Section 163.3180(13), Florida Statutes, authorizes the COUNTY and
80 CITIES to adopt a school concurrency program and requires that application of school
81 concurrency to development shall be based upon adopted comprehensive plans of the
82 COUNTY and CITIES, as amended; and

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

83 WHEREAS, Section 163.3180(13)(g), Florida Statutes, requires that prior to
84 establishing a school concurrency program, the PARTIES adopt an interlocal agreement
85 for school concurrency to satisfy Section 163.3177(6)(h)1 and, 163.31777, Florida
86 Statutes, which will: (1) establish the mechanisms for coordinating the development,
87 adoption, and amendment of the COUNTY and CITIES Public Schools Facilities Element
88 with each other and the plans of the SCHOOL BOARD to ensure a uniform districtwide
89 school concurrency system; (2) establish a process for the development of siting criteria
90 which encourages the location of public schools proximate to urban residential areas to
91 the extent possible and seeks to collocate schools with other public facilities such as
92 parks, libraries, and community centers to the extent possible; (3) specify uniform,
93 districtwide level of service standards for public schools of the same type and the
94 process for modifying the adopted level of service standards; (4) establish a process for
95 the preparation, amendment, and joint approval by the COUNTY, CITIES, and the
96 SCHOOL BOARD of a public school capital facilities program which is financially
97 feasible, and a process and schedule for incorporation of the public school capital
98 facilities program into the COUNTY and CITIES comprehensive plans on an annual
99 basis; (5) define the geographic application of school concurrency; (6) establish a
100 process and schedule for the mandatory incorporation of the school concurrency service
101 areas and the criteria and standards for establishment of the service areas into the
102 COUNTY and CITIES comprehensive plans.; (7) ensure maximum utilization of school
103 capacity, taking into account transportation costs and court-approved desegregation
104 plans, as well as other factors; (8) ensure the achievement and maintenance of the
105 adopted level of service standards for the geographic area of application throughout the
106 five (5) years covered by the public School Capital Facilities Plan and thereafter by
107 adding a new fifth year during the annual update; (9) establish a uniform districtwide
108 procedure for implementing school concurrency; (10) include provisions relating to
109 amendment of the AGREEMENT; and (11) provide a process and uniform methodology
110 for determining proportionate share mitigation; and

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

111 WHEREAS, the COUNTY, CITIES, and SCHOOL BOARD, pursuant to their
112 various statutory responsibilities and powers, desire to establish joint procedures to
113 establish and implement school concurrency, and agree that the minimum school
114 concurrency requirements are: (1) adoption by the COUNTY and CITIES of a Public
115 Schools Facilities Element into their respective comprehensive plans; (2) establishment
116 between the COUNTY, CITIES, and SCHOOL BOARD of a consistent level of service
117 standard which a public school is expected to operate; (3) creation of school concurrency
118 service areas; (4) the financial feasibility of compliance with adopted level of service
119 standards; (5) establishment of an availability standard where adequate school facilities
120 will be in place or under actual construction after the issuance of final subdivision or site
121 plan approval, or the functional equivalent; (6) intergovernmental coordination; and

122 WHEREAS, the COUNTY and CITIES are entering into this AGREEMENT in
123 reliance on the SCHOOL BOARD'S commitment to prepare, adopt and implement a
124 financially feasible capital facilities program that will result in all schools of each type in
125 each concurrency service area and each individual school operating at the adopted level
126 of service consistent with the timing specified in the SCHOOL BOARD'S Five-Year
127 Capital Improvement Plan, and the SCHOOL BOARD'S commitment to update and
128 adopt the plan yearly to ensure sufficient capacity to address projected growth and to
129 adjust the plan in order to maintain the adopted level of service and to attain maximum
130 utilization of school capacity pursuant to Section 163.3180 (13)(c)2, Florida Statutes; and

131 WHEREAS, the SCHOOL BOARD is entering into this AGREEMENT in reliance
132 on the COUNTY'S and CITIES' commitment to adopt amendments to their local
133 comprehensive plans to impose school concurrency as provided in Section 163.3180
134 (13), Florida Statutes.

135 **NOW THEREFORE, BE IT MUTUALLY AGREED AMONG THE PARTIES** that the
136 following procedures shall be followed in coordinating land use and public school
137 facilities planning, and school concurrency.

138

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

139 **SECTION 1: RECITALS.**

140 The above recitals are true and correct and form a material part of this AGREEMENT
141 upon which the PARTIES rely.

142 **SECTION 2: PURPOSE OF AGREEMENT.**

143 This AGREEMENT is intended to establish a formal coordination framework, and meet
144 the requirements of Florida Statutes, for joint processes for collaborative planning and
145 decision making among the respective PARTIES as it relates to coordination of land use
146 and public school facility planning and school concurrency.

147 **SECTION 3: GLOSSARY.**

148 **Adopted Level of Service (LOS)** - The level of service approved and adopted by
149 the PARTIES.

150 **Capacity** - The number of permanent student stations at a public school facility
151 that can satisfactorily house students for instruction. School capacity at an elementary
152 school is equal to the number of permanent student stations indicated in the Florida
153 Inventory of School Houses (FISH) at the school. School capacity values for secondary
154 level schools are less than the number of permanent satisfactory student stations at the
155 school. The values are based upon a fixed percentage reduction of the total number of
156 permanent satisfactory student stations indicated in FISH. For middle schools, the
157 school capacity is 90% of the permanent satisfactory student stations at the school. For
158 high schools, the school capacity is 95% of the permanent satisfactory student stations
159 at the school. The fixed percentage reductions are established by Florida Department
160 of Education and account for diversity in scheduling of classes, secondary level program
161 needs, etc.

162 **Classroom** - A permanent space or room within a public school facility where
163 students receive instruction and designated in FISH data as containing permanent
164 student stations for the purposes of calculating school capacity.

165 **Concurrency** - A mechanism that ensures that public facilities and services
166 needed to support development are available concurrent with the impacts of such

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

167 development). A local government may not deny an application for site plan, final
168 subdivision approval, or the functional equivalent for a development or phase of a
169 development authorizing residential development for failure to achieve and maintain the
170 level-of-service standard for public school capacity where adequate school facilities will
171 be in place or under actual construction within three (3) years after the issuance of a final
172 subdivision or site plan approval, or the functional equivalent. School concurrency shall
173 be satisfied if the developer executes a legally binding commitment to provide mitigation
174 proportionate to the demand for public school facilities to be created by actual
175 development of the property, including but not limited to, the options for proportionate
176 share mitigation consistent with Section 163.3180(13)(e), Florida Statutes.

177 **Concurrency Service Area (CSA)** “Public School Concurrency Service Area” or
178 “Concurrency Service Area” (CSA) defines the geographic unit adopted by the local
179 governments within which school concurrency is applied and determined. Upon adoption
180 of CSAs on a less than districtwide basis, CSAs shall be coterminous with the
181 attendance zones for elementary, middle and high schools, such that a public school
182 facility shall not serve more than a single CSA.

183 **Concurrency Service Area Level of Service Standards** - The maximum
184 acceptable percentage of school utilization determined by dividing the total number of
185 students for all schools of each type in each CSA by the total number of permanent
186 student stations for that type of school in each CSA.

187 **Consistency** - The condition of being compatible with and in furtherance of the
188 goals, objectives, and policies of local government comprehensive plans, the State
189 Comprehensive Plan, the East Central Florida Regional Planning Council’s Strategic
190 Regional Policy Plan, and this AGREEMENT.

191 **Contiguous** - Where a CSA shares the same boundary with another CSA and
192 that the shared boundary is no less than 2,640 feet in continuous length and that the two
193 (2) CSAs are directly connected via a publicly maintained roadway.

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

194 **Core Facilities** – That portion of a public school facility that includes the media
195 center, dining, administrative support, cafeteria, toilet facilities, central mechanical
196 facility, classrooms, and circulation space of an educational plant.

197 **Council of Local Governments in Seminole County (CALNO)** – An existing
198 voluntary organization of local governments established to foster a cooperative effort in
199 resolving common and regional problems, policies and plans. Each of the PARTIES is
200 officially represented at CALNO by its duly elected chief executive or by other official
201 designated or selected by the PARTY’S legislative body.

202 **Development Order** - Any order granting, denying, or granting with conditions an
203 application for a development permit.

204 **Development Permit** - Any building permit, zoning permit, subdivision approval,
205 comprehensive plan amendment, rezoning, certification, special exception, variance, or
206 any other official action of local government having the effect of permitting the
207 development of land [Section 163.3164(8), Florida Statutes].

208 **Dwelling Unit** - A building or a portion thereof containing one (1) or more rooms
209 which are arranged, designed, or used as living quarters for one (1) household only,
210 containing independent sanitation and cooking facilities (one kitchen only).

211 **Financial Feasibility** - Sufficient revenues are currently available or will be
212 available from committed funding sources for the first three (3) years, or will be available
213 from committed or planned funding sources for years four (4) and five (5), of a 5-year
214 capital improvement schedule for financing capital improvements, such as ad valorem
215 taxes, bonds, state and federal funds, tax revenues, impact fees, and developer
216 contributions, which are adequate to fund the projected costs of the capital
217 improvements identified in the local government’s comprehensive plan necessary to
218 ensure that adopted level of service standards are achieved and maintained within the
219 period covered by the 5-year schedule of capital improvements. The requirement that
220 level of service standards be achieved and maintained shall not apply if the proportionate

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

221 share process set forth in Section 163.3180(12) and (16), Florida Statutes is used
222 (Section 163.3164(32), Florida Statutes).

223 **Florida Inventory of School Houses (FISH)** - The report of the capacity of
224 existing facilities. The FISH capacity is the number of students that may be housed in a
225 facility (school) at any given time based on using a percentage of the number of existing
226 satisfactory student stations and a designated size for each program.

227 **Full Time Equivalent (FTE)** - A calculation of student enrollment conducted by
228 The Florida Department of Education (FDOE) authorized under Section 1011.62, Florida
229 Statutes to determine a maximum total weighted full-time equivalent student enrollment
230 for each public school district for the K-12 Florida Educational Funding Program (FEFP).

231 **Intergovernmental Planning Coordination Agreement of 1997-** An agreement
232 between the COUNTY, SCHOOL BOARD, AND CITIES establishing a framework for
233 coordination, communication, and notification of proposed land use actions, to build
234 cooperation between affected local governments and the SCHOOL BOARD, and to
235 create an opportunity and process to resolve potential disputes.

236 **Letter of Determination of Concurrency** - A letter issued by the SCHOOL
237 BOARD stating whether the proposed residential development is compliant or not
238 compliant with concurrency requirements.

239 **Level of Service (LOS)** - The utilization of a public school facility, expressed as
240 a percentage, which is determined by comparing the number of students during the Fall
241 FTE survey enrollment count each year, with the number of permanent student stations
242 as identified in the State FISH inventory, for a given location, i.e., for a given public
243 school or within a designated service area (i.e., a CSA). For example, a public school
244 facility with a first FTE survey enrollment count of 1,000 students and a designated
245 number of permanent student stations as identified in the State FISH inventory of 970,
246 has a LOS (or utilization) of 103%. In general, LOS serves as an indicator of the extent
247 or degree of service provided by, or proposed to be provided by a facility based on and

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

248 related to the operational characteristics of the facility. Level of service shall indicate the
249 capacity per unit of demand for the facility.

250 **Local Government(s)** – The COUNTY or a CITY.

251 **Local Government Comprehensive Plan** – A comprehensive plan compliant
252 with the requirements of Chapter 163, Florida Statutes.

253 **Maximum Use of Capacity** - Utilization of facilities to ensure the adopted LOS for
254 all public schools subject to concurrency as defined by Section 163.3180(12), Florida
255 Statutes of each type in each CSA and each individual school is not exceeded.

256 **Mitigation Options** - The contribution of land; the construction, expansion, or
257 payment for land acquisition or construction of a public school facility; or the creation of
258 mitigation banking system based on the construction of a public school facility in
259 exchange for the right to sell capacity credits. Such options must include execution by
260 the applicant and the local government of a binding development agreement that
261 constitutes a legally binding commitment to pay proportionate share mitigation for the
262 additional residential units approved by the local government in a development order and
263 actually developed on the property, taking into account residential density allowed on the
264 property prior to the plan amendment that increased overall residential density. The
265 SCHOOL BOARD shall be a party to such an agreement. As a condition of its entry into
266 such a development agreement, the local government may require the landowner to
267 agree to continuing renewal of the agreement upon its expiration.

268 **Permanent Student Station** – A designated space contained within in a
269 permanent building or structure that can accommodate a student for an instructional
270 program and is designated satisfactory accordingly in FISH data. The total number of
271 permanent student stations at a public school facility is determined by the sum of
272 individual permanent student stations at the facility.

273 **Planning Technical Advisory Committee (PTAC)** - A staff working group,
274 comprised of a representative from each of the PARTIES that serves as an advisory
275 committee to enhance intergovernmental coordination of comprehensive plan programs

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

276 and assists in ensuring consistency between these programs and issues of multi-
277 jurisdictional concern. PTAC was formed via the Intergovernmental Planning
278 Coordination Agreement of 1997.

279 **Proportionate Share Mitigation** – Contributions toward school capacity
280 improvements, which satisfy the school concurrency demands created by a
281 development. The contributions must be identified in a financially feasible 5-year district
282 work plan and included in a binding developer’s agreement. Proportionate share
283 mitigation contributions shall be credited toward any other impact fee or exaction
284 imposed by local ordinance for the same need on a dollar-for-dollar basis at fair market
285 value. Contributions may be provided through any combination of land, facilities or funds
286 that provides sufficient value. Acceptance of the mitigation is contingent on the need
287 generated by the proposed development and the inclusion of the needed improvement
288 with the adopted capital improvements program.

289 **Proposed New Residential Development** - Any application for residential
290 development or amendment to a previously approved residential development that
291 increases the number of dwelling units. This shall include any request for any approval
292 of the type that increases density of development and which approves a development
293 order on a specific parcel of property.

294 **Public School Facilities** - The site, buildings and equipment, structures, and
295 special educational use areas that are built, installed, or established to serve educational
296 purposes only.

297 **Public School Facilities Element (PSFE)** – An element of a local government’s
298 comprehensive plan, as required by Section 163.3177(1), Florida Statutes, intended to
299 ensure that the capacity of schools is sufficient to support development at the adopted
300 level of service standard.

301 **Relocatable (See Temporary Classroom Buildings or Structures)**

302 **Residential Development** - Any development that is comprised in whole, or part,
303 of dwelling units.

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

304 **School Board** - The governing body of the Seminole County School Board, a
305 body corporate pursuant to Section 230.21, Florida Statutes. The School Board for
306 Seminole County created and existing pursuant to Section 4, Article IX of the Florida
307 State Constitution.

308 **School Board Five-Year Capital Improvement Plan** - The School Board of
309 Seminole County Five-Year Capital Improvement Plan (“CIP”) and Capital Budget as
310 authorized by Section 1013.35, Florida Statutes.

311 **Second Full Time Equivalent (SFTE) Student Count** – An annual count of
312 students enrolled in Seminole County Public School Facilities on dates determined by
313 FDOE pursuant to Section 1011.62, Florida Statutes, which normally occur during the
314 second week in October.

315 **Temporary Classroom Buildings or Structures** - Typically referred to as
316 “portables” or “relocatable” classrooms. A building or structure that is not intended to
317 remain on site indefinitely and can be easily relocated to another location. Manufactured
318 buildings, mobile classrooms, trailers, and “hybrid” relocatables shall not be considered
319 as permanent structures in calculating permanent student stations.

320 **Type of School** - Schools in the same categories of education, i.e., elementary,
321 middle, or high school.

322 **Utilization** - The comparison measure, expressed as a percentage, of the number
323 of students enrolled (or projected to be enrolled) at a public school facility to the number
324 of permanent student stations as indicated in FISH data.

325 **SECTION 4: SCHOOL CONCURRENCY OVERVIEW**

326 **4.1. Agreement to Establish School Concurrency.**

327 (a) The PARTIES agree that the timely delivery of adequate public school capacity at
328 the adopted level of service requires close coordination among the PARTIES at both the
329 land use planning and residential development permitting levels. Further, the PARTIES
330 agree that new school facilities should be planned for and provided in proximity to those
331 areas planned for residential development or redevelopment. Accordingly, to implement

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

332 an effective school concurrency system that will ensure that the construction and
333 opening of public educational facilities are coordinated in time and place with residential
334 development concurrently with other necessary services, the PARTIES agree that the
335 SCHOOL BOARD must be afforded the opportunity to review and provide timely findings
336 and recommendations to the COUNTY and the CITIES on proposed amendments to
337 their respective comprehensive plans and on all applications for Development Orders
338 which will have an impact on school capacity and the SCHOOL BOARD'S Five-Year
339 CIP.

340 (b) The PARTIES agree that in order to provide future public school capacity in a timely
341 manner at appropriate locations, residential Development Orders issued by the COUNTY
342 and by each CITY shall be issued and conditioned upon the availability of public school
343 capacity at the level of service specified in this AGREEMENT concurrent with the impact
344 of such development. A determination that school capacity is available before issuance
345 of a Development Order, consistent with the level of service standard, hereafter referred
346 to as "concurrency", shall be based upon the adoption of a Public School Facilities
347 Element into the COUNTY'S and CITIES comprehensive plans that is consistent with the
348 SCHOOL BOARD'S Five-Year CIP, adopted by each LOCAL GOVERNMENT consistent
349 with Section 163.3177(3)(a), Florida Statutes.

350 **4.2 . Required Concurrency Elements**

351 Comprehensive Plan Amendments - No later than December 31, 2007, the COUNTY
352 and CITIES shall adopt the following comprehensive plan amendments which shall be
353 consistent with each other as required in Section 163.3180(13) and 163. 3177(12),
354 Florida Statutes:

355 (a) Amend its comprehensive plan to include public school LOS standards consistent
356 with the requirements of Section 163.318077(13)(b)2, Florida Statutes, and this
357 AGREEMENT.

358 (b) Amend its Intergovernmental Coordination Element as required by Section
359 163.3177(6)(h)1 and 2, Florida Statutes, and this AGREEMENT.

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

360 (c) Incorporate The SCHOOL BOARD'S Five-Year CIP into its adopted Capital
361 Improvements Element, and keep on file the updated and adopted SCHOOL BOARD'S
362 financially feasible Five-Year CIP consistent with the adopted level of service standards
363 for public schools, as required by 163.3180(g)4, Florida Statutes.

364 **4.3 Specific Responsibilities of the PARTIES**

365 (a) When the PSFE, adopted in accordance with Section 163.3177(12), Florida Statutes,
366 becomes effective, the COUNTY AND CITIES agree to undertake the following activities:

367 1. Only issue Development Orders for proposed new residential dwelling units
368 after the SCHOOL BOARD has reported that there is school capacity available, or
369 applicant satisfied mitigation requirements to serve the development being considered
370 consistent with the requirements of this AGREEMENT.

371 2. Coordinate planning with the SCHOOL BOARD regarding population
372 projections, school siting, projections of development and redevelopment for the coming
373 year, infrastructure required to support public school facilities, and amendments to future
374 land use plan elements consistent with the requirements of this AGREEMENT.

375 3. Review mitigation proposals consistent with the requirements of this
376 AGREEMENT.

377 (b) By entering into this AGREEMENT, the SCHOOL BOARD agrees to undertake
378 the following activities:

379 1. Prepare and update yearly a financially feasible Five-Year CIP to ensure
380 capacity each year to meet projected growth in demand for capacity so that all schools of
381 each type in each Concurrency Service Area (CSA) and each individual school does not
382 exceed the adopted level of service for each year, consistent with the requirements of
383 this AGREEMENT.

384 2. Institute program and/or boundary adjustments as necessary to maximize
385 utilization in order to ensure that all schools of each type in each CSA and each
386 individual school operate at the adopted level of service, consistent with the
387 requirements of this AGREEMENT.

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

388 3. Implement the SCHOOL BOARD'S Five-Year CIP by constructing the capacity
389 enhancing projects in that CIP consistent with the timing specified.

390 4. Provide the COUNTY and CITIES with the required data and analysis updated
391 annually to support the PSFE and any amendments relating to school concurrency.

392 5. Adopt a financially feasible 10-Year Work CIP program consistent with the
393 requirements of this AGREEMENT.

394 6. Maintain and publish data for the review of each new proposed residential
395 development.

396 7. Review applications for proposed new residential developments for compliance
397 with concurrency standards, consistent with the requirements of this AGREEMENT.

398 8. Review and approve mitigation proposals consistent with the requirements of
399 this AGREEMENT.

400 9. Prepare reports on enrollment and capacity, consistent with the requirements of
401 this AGREEMENT.

402 **SECTION 5: SCHOOL BOARD'S C FIVE-YEAR CAPITAL IMPROVEMENT PLAN**

403 **5.1 SCHOOL BOARD'S Five-Year Capital Improvement Plan**

404 (a) On or before October 1 of each year, the SCHOOL BOARD shall adopt, and update,
405 the SCHOOL BOARD'S Five-Year CIP for public schools in Seminole County.

406 (b) The SCHOOL BOARD'S Five-Year CIP shall specify all new construction,
407 remodeling or renovation projects which either adds permanent FISH capacity or
408 modernizes existing facilities.

409 (c) The SCHOOL BOARD'S Five-Year CIP shall constitute a financially feasible program
410 for a five (5) year period which either adds FISH capacity to achieve and maintain the
411 adopted LOS yearly for all schools of each type in each CSA and each individual school
412 based on projected increases in enrollment; or which provides for required
413 modernization; or which satisfies the SCHOOL BOARD'S constitutional obligation to
414 provide a uniform and equitable system of free public schools on a countywide basis.

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

415 (d) The SCHOOL BOARD'S Five-Year CIP and each annual update shall include a: (1)
416 description of each school project, the amount of money to be spent in each fiscal year
417 for the planning, preparation, land acquisition, and actual construction and renovation of
418 each school project which adds FISH capacity or modernizes existing facilities; (2) the
419 amount of FISH capacity added, if any; and (3) a generalized location map for schools
420 depicted in the SCHOOL BOARD'S Five-Year CIP which will be built within each CSA
421 consistent with the SCHOOL BOARD'S current Educational Plant Survey and with the
422 Future Land Use Elements of each CITIES Comprehensive Plan and the COUNTY'S
423 Comprehensive Plan.

424 (e) Upon achieving the adopted LOS, the SCHOOL BOARD shall maintain the adopted
425 LOS standards and ensure that school capacity shall be utilized to the maximum extent
426 possible within the CSA. When preparing the SCHOOL BOARD'S Five-Year CIP, the
427 SCHOOL BOARD shall annually institute necessary program and/or boundary
428 adjustments or provide additional capacity to ensure that all schools of each type in each
429 CSA and each individual school will operate at the adopted LOS throughout the five (5)
430 year period.

431 (f) The SCHOOL BOARD'S Five-Year CIP and each annual update shall identify the
432 projected enrollment, capacity and utilization percentage of all schools of each type for
433 each CSA and each individual school for each year of the Plan. The SCHOOL BOARD
434 shall annually update the CSA Tables when updating the SCHOOL BOARD'S Five-Year
435 CIP Plan.

436 (g) The SCHOOL BOARD shall initiate the necessary program and/or boundary
437 adjustments to reflect the new capacity for the schools that are scheduled to be
438 constructed and opened for each year of the SCHOOL BOARD'S Five-Year CIP. These
439 adjustments shall be consistent with the data and analysis provided in the CSA Tables of
440 the SCHOOL BOARD'S Five-Year CIP.

441

442

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

443 **5.2 Ten Year Work Program.**

444 In addition to the adopted SCHOOL BOARD'S Five-Year CIP, the SCHOOL BOARD
445 shall annually adopt a 10-year work plan based upon enrollment projections and facility
446 needs for the 10-year period. It is recognized that the projections in the 10-year time
447 frame are tentative and should be used only for general planning purposes.

448 **5.3 Transmittal.**

449 The SCHOOL BOARD shall transmit copies of the proposed SCHOOL BOARD'S
450 financially feasible Five-Year CIP to the CITIES and COUNTY on or before July 1 of
451 each year commencing after the effective date of this AGREEMENT.

452 **5.4 Final Adoption.**

453 Unless delayed by mediation or a lawful challenge, the SCHOOL BOARD shall adopt the
454 SCHOOL BOARD'S Five-Year CIP and it shall become effective no later than October 1
455 of each year.

456 **5.5 Material Amendment to the School Board's Five-Year Capital Facilities Plan.**

457 The SCHOOL BOARD shall not amend the SCHOOL BOARD'S CIP to modify, delay or
458 delete any project in the first three (3) years of the Program, unless the SCHOOL
459 BOARD determines that:

460 (a) The modification, delay, or deletion of a project is required in order to meet the
461 SCHOOL BOARD'S constitutional obligation to provide a countywide uniform and
462 equitable system of free public schools or other legal obligations imposed by state or
463 federal law; or

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

469 (c) At the request of one (1) of the PARTIES to this AGREEMENT, the project schedule
470 or scope has been modified to address LOCAL GOVERNMENT concerns, and the

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

471 modification does not cause the adopted LOS to be exceeded in the CSA from which the
472 originally planned project is modified, delayed or deleted.

473 (d) Once the SCHOOL BOARD'S Five-Year CIP, the annual update, or any material
474 amendment has been adopted by the SCHOOL BOARD, the COUNTY and CITIES shall
475 amend their respective Capital Improvements Element, on an annual basis, to include
476 the changes in the next available round of text amendments.

477 **SECTION 6: COMPREHENSIVE PLAN AMENDMENTS**

478 **6.1 Process for Development and Adoption of Capital Improvements Element**

479 (a) The COUNTY and the CITIES shall adopt into the Capital Improvements Element of
480 their comprehensive plan the SCHOOL BOARD'S Five-Year CIP,

481 (b) The COUNTY and CITIES, by adopting The SCHOOL BOARD of Seminole County's
482 Five-Year CIP into the Capital Improvements Element of their comprehensive plan, shall
483 have no obligation nor responsibility for funding the SCHOOL BOARD'S Five-Year CIP.

484 **6.2 Process for Development, Adoption and Amendment of the Public School**
485 **Facilities Element (PSFE).**

486 (a) The COUNTY and CITIES shall adopt a PSFE, which is consistent with Section
487 163.3177(12), Florida Statutes, Rule 9J-5.025, Florida Administrative Code, and with this
488 AGREEMENT.

489 (b) Any local issues not specifically required by statute or rule in the Public Schools
490 Facilities Element may be included or modified in the LOCAL GOVERNMENT Public
491 School Facilities Element by following the normal comprehensive plan amendment
492 process.

493 **SECTION 7: SCHOOL CONCURRENCY PROGRAM**

494 **7.1 Commencement of School Concurrency Program**

495 a. The school concurrency program, including concurrency service areas set forth in this
496 AGREEMENT, shall become effective twenty-one (21) days after the date the Florida
497 Department of Community Affairs publishes a notice of intent to find the last LOCAL
498 GOVERNMENT'S plan amendments creating a Public Schools Facilities Element in

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

499 compliance, if no affected party challenges the plan amendments, or, if an affected party
 500 challenges the plan amendments, when a final order is issued by the Florida Department
 501 of Community Affairs or the Administration Commission determining that the plan
 502 amendments are in compliance in accordance with Section 163.3184, Florida Statutes,
 503 whichever occurs earlier.

504 **7.2 Concurrency Service Areas.**

505 The PARTIES hereby agree that school concurrency shall be measured and applied on
 506 a districtwide basis initially, by school type, i.e., elementary, middle, and high school.,
 507 However, within five (5) years of adoption of a PSFE Element by all LOCAL
 508 GOVERNMENTS, concurrency shall be applied on a less than countywide basis.

509 **7.3 Level of Service.**

510 a. To ensure the permanent capacity of schools is sufficient to support student growth at
 511 the adopted level of service for each year of the five (5) year planning period and through
 512 the long term planning period, for each CSA, the PARTIES hereby establish the
 513 maximum LOS for each school type and CSA as set forth in the table below. The
 514 available capacity for all schools of each type in each CSA shall be determined annually
 515 based upon the first FTE student count in October.

	<u>School Maximum Level Of Service (Utilization)*</u>	<u>CSA Maximum Level Of Service (Utilization)*</u>
<u>Elementary School</u>	<u>105%</u>	<u>100%</u>
<u>Middle School</u>	<u>95%</u>	<u>90%</u>
<u>High School</u>	<u>100%</u>	<u>95%</u>

517
 518 * Based upon permanent student stations. Utilization is a percentage of the student enrollment
 519 and the number of permanent student stations listed in FISH data.

520 **7.4 Amendments to Concurrency Service Areas**

521 Upon adoption of less than districtwide CSA's, CSAs shall be coterminous with the
 522 attendance zones for elementary, middle, and high schools, such that no school shall
 523 serve more than one (1) CSA. Future amendments to the CSAs, other than periodic

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

524 adjustments to school attendance zones, may be accomplished by the SCHOOL
525 BOARD only after review and comment by PARTIES. CSAs shall be established only so
526 as to maximize available school capacity, taking into account transportation costs,
527 desegregation plans, diversity policies, and the extent to which development approvals
528 have been issued by a LOCAL GOVERNMENT based on the availability of school
529 capacity in a CSA contiguous to the CSA in which the development approval was issued.
530 Amendments to the CSAs and attendance zones shall be designed to make efficient use
531 of new and existing public school facilities in accordance with the LOS standards set
532 forth in the above table. CSAs will be described geographically in the Comprehensive
533 Plan pursuant to Section 163.3180(13)(g)(5), Florida Statutes. Maps of CSA boundaries
534 will be included as "support documents" as defined in Section 9J-5.003 Florida
535 Administrative Code, and may be updated from time to time by THE SCHOOL BOARD.
536 Potential amendments to CSAs, or to redefine the CSA as a different type of zone or
537 area, shall be considered annually at a PTAC meeting to take place each year no later
538 than April 1. If there is a consensus to change the CSA to a different type of zone or
539 area, it shall be accomplished by mutual agreement of the PARTIES and shall take into
540 consideration measures to maximize capacity utilization. Considerations for amending
541 CSAs should also include other factors such as safe access including sidewalks, bicycle
542 paths, turn lanes and signalization, general walkability, or physical constraints.
543 Proposed adjustments to CSAs shall be presented to the SCHOOL BOARD and
544 approved by the PARTIES and shall be incorporated as updated data and analysis in the
545 COUNTY'S AND CITIES' comprehensive plans. No CSA shall be amended or redefined
546 without demonstrating that the amended or redefined CSA boundaries are financially
547 feasible and that the LOS can be achieved and maintained in each CSA over the five (5)
548 years of the CIP.

549 **7.5 Exemptions**

550 (a) Single family lots of record, existing at the time the PSFE is adopted, shall be exempt
551 from School Concurrency requirements.

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

552 (b) Any residential development or any other development with a residential component
553 that received approval of a final Development Order that establishes a residential density
554 of development limited to final plats and site plans for single or multi-family development,
555 prior to the commencement date of school concurrency is considered vested for that
556 component which was previously approved and shall not be considered as proposed
557 new residential development for purposes of school concurrency.

558 (c) Any new residential development that has filed a complete application for a
559 Development Order or any amendment to any previously approved Development Order
560 pending prior to the commencement date of the PSFE shall be exempt from the school
561 concurrency requirements.

562 (d) A residential Development Order, or an amendment to a residential Development
563 Order, which does not increase the residential density, shall be exempt from school
564 concurrency.

565 **7.6 School Board Review of New Residential Development Proposals**

566 (a) The SCHOOL BOARD agrees to review and make school concurrency
567 determinations, for a proposed residential development for which an application for a
568 Development Order is submitted. The review and determination are a four-part process
569 which: (1) accepts the complete residential development application; (2) calculates the
570 development's projected students; (3) compares the development's students to projected
571 students within the Five-Year CIP for Level of Service; and (4) issues a determination
572 letter.

573 (b) A Letter of Determination of Concurrency shall be issued: (1) if the impacts of the
574 proposed development's student growth does not cause the adopted LOS to be
575 exceeded, the Letter of Determination of Concurrency shall indicate the development to
576 be in compliance; or (2) if the development is not in compliance, the Letter of
577 Determination of Concurrency shall detail why the development is not in compliance and
578 shall offer the applicant the opportunity to enter into the 90 day negotiation period
579 described below.

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

580 **7.7 Proportionate Share Mitigation**

581 Proportionate share mitigation shall be allowed for those residential development
582 proposals that fail to achieve and maintain the level-of-service standard for public school
583 capacity in the school concurrency management system. School concurrency may be
584 satisfied if a developer executes a legally binding commitment to provide mitigation
585 proportionate to the demand for public school facilities to be created by actual
586 development of the property, taking into account residential density allowed on the
587 property prior to the plan amendment that increased overall residential density. The
588 applicant shall be allowed to enter a 90 day negotiation period with the SCHOOL
589 BOARD in an effort to mitigate the impact from the development. Prior to the approval of
590 the mitigation plan, the local government shall have the opportunity to review and
591 comment on all mitigation options. The mitigation measures shall be memorialized in a
592 Development Order between the respective LOCAL GOVERNMENT, the SCHOOL
593 BOARD, and the applicant that specifically details mitigation provisions. The amount of
594 mitigation required shall be calculated based on the cost per student station, as defined
595 above, and for each school type (elementary, middle and high) for which there is not
596 sufficient capacity. The amount of mitigation required shall be determined for each
597 school type by the cost per student station and student generation rates as established
598 in the adopted public school impact fee study and ordinance. The Proportionate Share
599 Cost for a development shall be determined by the following formula for each housing
600 type proposed and school type impacted:

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

601

<u>Proportionate Share Mitigation Cost (\$)</u>	≡	<u>[(A x B)-C] x D</u>
<u>A: Number Of Dwelling Units Generated By Development Proposal, By Each Housing Type</u>		
<u>B: Student Generation Multiplier (By Each Housing Type And School Type)</u>		
<u>C: Available Student Stations (Below The LOS)</u>		
<u>D: Cost Per Student Station (By School Type)</u>		
<u>The full cost of proportionate share mitigation shall be required from the proposed development for each housing type proposed and school type impacted.</u>		

602

603 The full cost of proportionate share mitigation shall be required from the proposed
 604 development. Mitigation may include: (1) contribution of land; (2) the construction,
 605 expansion, or payment for land acquisition or construction of a public school facility; and
 606 (3) the creation of mitigation banking system based on the construction of a public school
 607 facility in exchange for the right to sell capacity credits.

608 **7.8 Term of School Concurrency**

609 A Letter of Determination for School Concurrency issued by the SCHOOL BOARD shall
 610 be valid for one (1) year from the date of issuance. A determination may be extended for
 611 two (2) consecutive six (6) month periods providing the SCHOOL BOARD receives
 612 documentation that the application is progressing in good faith through the local
 613 government review process. Once the Local Government Development Order is issued,
 614 the concurrency determination shall run with the Development Order. A copy of the
 615 Letter of Determination shall be attached to the Development Order.

616 **SECTION 8: SPECIAL PROVISIONS**

617 **8.1 School Board Requirements**

618 The PARTIES acknowledge and agree that the SCHOOL BOARD is or may be subject
 619 to the requirements of the Florida and United States Constitutions and other state or
 620 federal statutes regarding the operation of the public school system. Accordingly, the
 621 COUNTY, the CITIES and the SCHOOL BOARD agree that this AGREEMENT is not
 622 intended, and will not be construed, to interfere with, hinder, or obstruct in any manner,

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

623 the SCHOOL BOARD's constitutional and statutory obligation to provide a uniform
624 system of free public schools on a countywide basis or to require the SCHOOL BOARD
625 to confer with, or obtain the consent of the COUNTY or the CITIES, as to whether that
626 obligation has been satisfied. Further, the COUNTY, the CITIES and the SCHOOL
627 BOARD agree that this AGREEMENT is not intended and will not be construed to
628 impose any duty or obligation on the COUNTY or CITIES for the SCHOOL BOARD's
629 constitutional or statutory obligation. The COUNTY and the CITIES also acknowledge
630 that the SCHOOL BOARD's obligations under this AGREEMENT may be superseded by
631 state or federal court orders or other state or federal legal mandates.

632 **8.2 Land Use Authority**

633 The PARTIES specifically acknowledge that each LOCAL GOVERNMENT is responsible
634 for approving or denying comprehensive plan amendments and Development Orders
635 within its own jurisdiction. Nothing herein represents or authorizes a transfer of this
636 authority to any other party.

637 **8.3 Specific Performance**

638 The COUNTY, the CITIES, and the SCHOOL BOARD shall have the right to petition the
639 Circuit Court for the Fifth Judicial Circuit for the State of Florida for specific performance
640 of any and all of the provisions of this AGREEMENT.

641 **SECTION 3 9: JOINT MEETINGS.**

642 ~~3.1 The Planning Technical Advisory Committee ("PTAC"), was formally created and~~
643 ~~established via the "Intergovernmental Planning Coordination AGREEMENT of 1997",~~
644 ~~and shall serve as a staff working group. PTAC is comprised of staff representatives~~
645 ~~from each of the PARTIES and serves as an advisory committee to enhance~~
646 ~~intergovernmental coordination of comprehensive plan programs and assists in ensuring~~
647 ~~consistency between these programs and issues of multi-jurisdictional concern.~~

648 **SECTION 9: PLANNING TECHNICAL ADVISORY COMMITTEE.**

649 9.1 ~~3.2~~ PTAC shall meet as needed, or at least annually, to discuss issues, share
650 information and formulate recommendations regarding coordination of land use and

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

651 school facilities planning, including such issues as population and student projections,
652 development trends, school needs, co-location and joint use opportunities, and ancillary
653 infrastructure improvements needed to support the school and ensure safe student
654 access. A representative from the East Central Florida Regional Planning Council shall
655 also be invited to attend. PTAC shall be responsible for setting meetings, including
656 meeting arrangements and notification.

657 9.2 ~~3.3~~ The Council of Local Governments in Seminole County (herein referred to as
658 "CALNO") is an existing voluntary organization of local governments established to foster
659 a cooperative effort in resolving common and regional problems, policies and plans.
660 Each of the PARTIES shall be officially represented at CALNO by its duly elected chief
661 executive or by other official designated or selected by the PARTY'S legislative body.

662 9.3 ~~3.4~~ PTAC and CALNO shall meet as needed, ~~or at least annually~~, in joint workshop
663 sessions. A representative of the East Central Florida Regional Planning Council shall
664 also be invited to attend. The joint workshop sessions will provide opportunities for the
665 representatives of the Board of County Commissioners, City Commissioners and the
666 SCHOOL BOARD to hear reports, discuss policy, set direction, and reach
667 understandings concerning issues of mutual concern regarding coordination of land use
668 and school facilities planning, including population and student growth, development
669 trends, school needs, off-site improvements, and joint use opportunities. Meetings shall
670 be set by PTAC, including meeting arrangements and notification.

671 **SECTION 10 4: STUDENT ENROLLMENT AND POPULATION PROJECTIONS.**

672 10.1 ~~4.1~~ In fulfillment of their respective planning duties, the PARTIES agree to
673 coordinate and base their plans upon consistent projections of the amount, type and
674 distribution of population growth and student enrollment. Countywide five-year
675 population and student enrollment projections shall be revised annually and provided at
676 the annual PTAC meeting ~~first staff working group~~ described herein ~~in Subsection ???~~

677 10.2 ~~4.2~~ The SCHOOL BOARD shall utilize student population projections based on
678 information produced by the demographic, revenue and education estimating

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

679 conferences pursuant to Section 216.136, Florida Statutes, where available, as modified
680 by the SCHOOL BOARD based on development data and agreement with the local
681 governments and the Office of Educational Facilities and SMART (Soundly Made,
682 Accountable, Reasonable, and Thrifty) Schools Clearinghouse. The SCHOOL BOARD
683 may request adjustment to the estimating conferences' projections to reflect actual
684 enrollment and development trends. In formulating such a request the SCHOOL BOARD
685 shall coordinate with the CITIES and COUNTY regarding development trends and future
686 population projections.

687 **SECTION 11 5: COORDINATING AND SHARING OF INFORMATION.**

688 11.1 ~~5.1~~ The SCHOOL BOARD shall submit the following information to the COUNTY
689 and to each CITY on an annual basis:

- 690 (a) On or before July 1, a listing of all new schools, land acquisitions, and school
691 additions and renovations proposed within the Five-Year Work Plan.
- 692 (b) On or before August 1, a copy of the preliminary Educational Facilities Work Plan
693 consistent with the requirements of Section 1013.35, Florida Statutes.
- 694 (c) On or before November 1, a copy of the final, adopted Five-Year Financially
695 Feasible Capital Improvement Plan, including projected student populations; an
696 inventory of existing school facility needs and projected capacity needs for five (5),
697 10 and 20 year periods; and information on relocatables.

698 11.2 ~~5.2~~ In response to the receipt of the information outlined in Subsection 5.1, the
699 COUNTY and each CITY shall agree to respond to the SCHOOL BOARD as follows:

- 700 (a) On or before September 1, identify any proposals in the BOARD's Five-Year Plan
701 (as submitted on July 1) that are inconsistent with the comprehensive plans of the
702 COUNTY and/or CITIES.
- 703 (b) On or before September 15, review and submit comments regarding the preliminary
704 BOARD Educational Facilities Work Plan received on or before August 1.

705 11.3 ~~5.3~~ Prior to February 1 of each year the COUNTY and CITIES shall provide the
706 following information to the SCHOOL BOARD:

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

- 707 (a) The type, number and location of residential units which have received zoning
708 and/or subdivision plan approval in the previous calendar year.
- 709 (b) Information regarding future land use map amendments which may impact school
710 facilities.
- 711 (c) Identification of any Development Orders issued which require that a school site
712 be provided as a condition of development approval.

713 **SECTION 12 ~~6~~: SCHOOL SITE SELECTION, SIGNIFICANT RENOVATIONS AND**
714 **POTENTIAL SCHOOL CLOSURES.**

715 12.1 ~~6.4~~ The SCHOOL BOARD shall establish a Public Schools Facility Planning
716 Committee to review and make recommendations to the SCHOOL BOARD on the
717 following:

- 718 (a) Potential sites for new schools.
- 719 (b) Significant renovation, remodeling, expansion, and/or replacement of existing school
720 facilities.
- 721 (c) Site acquisition and development costs.
- 722 (d) Five-Year Capital Improvement Plan.
- 723 (e) Revenue projections and additional funding options.

724 12.2 ~~6.2~~ The Public Schools Facility Planning Committee shall be a standing committee
725 and shall meet on an as-needed basis, but at least once a year. The Committee shall
726 include, but not be limited to, the following:

- 727 (a) School administrator.
- 728 (b) Elementary, middle and high school parent.
- 729 (c) SCHOOL BOARD representative.
- 730 (d) Seminole County Public Schools facility planning personnel.
- 731 (e) SEMINOLE COUNTY staff member.
- 732 (f) Staff member from each CITY.

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

733 12.3 ~~6-3~~ The Public Schools Facility Planning Committee, the SCHOOL BOARD, and the
734 COUNTY and CITIES shall consider the following issues in the evaluation of potential
735 sites and major capital projects:

736 (a) Schools as focal points for community activities.

737 (b) Elementary and middle schools proximate to and within residential communities.

738 (c) High schools on the periphery of residential neighborhoods, with access to major
739 roads.

740 (d) Compatibility with present and projected adjacent land uses.

741 (e) Discouragement of urban sprawl.

742 (f) Safe access for pedestrians and vehicles.

743 (g) Adequate public facilities and services.

744 (h) Environmental, archeological or historical constraints.

745 (i) Conflicts with COUNTY and/or CITY comprehensive plans.

746 (j) Adopted redevelopment plans that include residential development.

747 12.4 ~~6-4~~ At least 60 days prior to acquiring or leasing property for a new school, the
748 SCHOOL BOARD shall provide written notice to the COUNTY and/or CITY with
749 jurisdiction over the use of the land. The COUNTY and/or CITY shall notify the SCHOOL
750 BOARD within 45 days if the proposed new site is consistent with the land use
751 designations and policies of the CITY and/or COUNTY comprehensive plan.

752 **SECTION 13.7: SUPPORTING INFRASTRUCTURE.**

753 The SCHOOL BOARD and the COUNTY or affected CITY shall jointly determine the
754 need for and timing of on-site and off-site improvements necessary to support each new
755 school or the proposed expansion of an existing school. All PARTIES shall have the
756 option to enter into a written agreement, if necessary, as to the timing, location, and body
757 responsible for constructing, operating, and maintaining the required improvements.

758

759

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

760 **SECTION 14 8: LOCAL PLANNING AGENCY, COMPREHENSIVE PLAN**
761 **AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS.**

762 14.1 ~~8-1~~ The COUNTY and CITIES have included ~~shall include~~ a representative,
763 appointed by the SCHOOL BOARD, as a nonvoting member of their respective local
764 planning agencies, or equivalent agencies, to attend those meetings at which the
765 agencies consider comprehensive plan amendments and rezonings that would if
766 ~~approved,~~ increase residential density on the property that is the subject of the
767 application, thus affecting school concurrency. The CITIES and COUNTY may, at their
768 discretion, grant voting status to the SCHOOL BOARD member, as provided for in
769 Section 163.3174, Florida Statutes.

770 14.2 ~~8-2~~ The SCHOOL BOARD has appointed ~~may appoint~~ a representative to serve on
771 the COUNTY'S staff development review committee, or equivalent body. In addition, the
772 SCHOOL BOARD representative is invited ~~may be invited~~ to attend meetings of the
773 CITIES' staff development review committees, or equivalent bodies, when development
774 and redevelopment proposals are proposed which could have a significant impact on
775 student enrollment or school facilities.

776 14.3 ~~8-3~~ The COUNTY and the CITIES agree to give the SCHOOL BOARD notification
777 of land use applications and development proposals pending before them that may affect
778 student enrollment, enrollment projections or school facilities. Such notice shall be
779 provided at least 14 days prior to final official action by the party which will act upon the
780 application or proposal. Failure to provide the notice to the SCHOOL BOARD within the
781 14 days shall not affect the validity of any of the CITIES' or COUNTY'S land use
782 applications or development proposals.

783 14.4 ~~8-4~~ Within seven (7) days after notification by the COUNTY and/or CITY, the
784 SCHOOL BOARD shall advise the COUNTY and/or CITY of the school enrollment
785 impacts anticipated to result from the proposed land use application or development
786 proposal, and whether sufficient capacity exists or is planned to accommodate the
787 impacts.

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

- 788 14.5 ~~8-5~~ In reviewing and approving comprehensive plan amendments, rezonings and
789 development proposals, the COUNTY and CITIES shall consider the following issues:
- 790 (a) Available school capacity or planned improvements to increase school capacity.
 - 791 (b) The provision of school sites and facilities within planned neighborhoods.
 - 792 (c) Compatibility of land uses adjacent to existing schools and reserved school sites.
 - 793 (d) The co-location of parks, recreation and neighborhood facilities with school sites.
 - 794 (e) The linkage of schools, parks, libraries, and other public facilities with bikeways,
795 trails, and sidewalks for safe access.
 - 796 (f) Traffic circulation plans which serve schools and surrounding neighborhoods.
 - 797 (g) The provision of off-site signalization, signage, access improvements, and sidewalks
798 to serve schools.
 - 799 (h) The inclusion of school bus stops and turnarounds.
 - 800 (i) Other sound planning principles or appropriate development review measures.

801 **SECTION 15 ~~9~~: CO-LOCATION AND SHARED USE.**

802 15.1 ~~9-1~~ Co-location and shared use of facilities are important to the SCHOOL BOARD,
803 COUNTY and CITIES. The SCHOOL BOARD shall look for opportunities to co-locate
804 and share use of school facilities and civic facilities ~~when preparing the BOARD~~
805 ~~Educational Facilities Plan~~. Likewise, co-location and shared use opportunities shall be
806 considered by the COUNTY and CITIES when preparing the annual update to their
807 comprehensive plan schedules of capital improvements and when planning and
808 designing new, or renovating existing, community facilities. For example, opportunities
809 for co-location and shared use with public schools shall be considered for libraries,
810 parks, recreation facilities, community centers, auditoriums, learning centers, museums,
811 performing arts centers, and stadiums. In addition, co-location and shared use of school
812 and governmental facilities for health care and social services shall be considered.

813 15.2 ~~9-2~~ A separate agreement may be developed for each instance of co-location and
814 shared use which addresses legal liability, operating and maintenance costs, scheduling

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

815 of use, and facility supervision, or any other issues that may arise from co-location and
816 shared use.

817 **SECTION 16: ACTS OF GOD AND OTHER EXIGENT CIRCUMSTANCES BEYOND**
818 **THE CONTROL OF THE SCHOOL BOARD**

819
820 The COUNTY and the CITIES acknowledge that the SCHOOL BOARD, in its operation
821 of the public school system, is subject to events, circumstances, and external forces and
822 authorities beyond its control. Examples are hurricanes or other natural disasters which
823 destroy school facilities, other emergency situations affecting the operation of the public
824 school system, state court judgments concerning the SCHOOL BOARD'S State
825 Constitutional or statutory obligation to provide a uniform system of free public schools,
826 and school desegregation orders or compliance agreements involving Federal Courts or
827 the Office of Civil Rights, or the United States Department of Education. Such events or
828 actions may prevent the SCHOOL BOARD from complying with the provisions of this
829 AGREEMENT and may require the SCHOOL BOARD to deviate from or modify the
830 SCHOOL BOARD'S Five-Year CIP agreed to and approved by the COUNTY, the CITIES
831 and the SCHOOL BOARD. The COUNTY and the CITIES hereby agree that such
832 noncompliance, deviations, or modifications will not be deemed a violation of this
833 AGREEMENT and that the provisions of suspension will pertain to those occurrences.

834 **SECTION 17: STANDING AND THIRD PARTY BENEFICIARY RIGHTS**

835 The PARTIES hereby acknowledge and agree that it is not the intent of any party to this
836 AGREEMENT to confer any rights on any persons or entities other than the PARTIES to
837 this AGREEMENT. No person or entity not a party to this AGREEMENT shall have any
838 claim or cause of action against either the COUNTY, the CITIES or the SCHOOL
839 BOARD for the failure of any party to perform in accordance with the provisions of this
840 AGREEMENT except as may be provided by law.

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

841 **SECTION 18: AMENDMENT, WITHDRAWAL AND TERMINATION**

842 **18.1. Withdrawal from Agreement**

843 Any PARTY that is no longer required by law to be a party to this AGREEMENT may
844 withdraw from the AGREEMENT by sending written notice to the other PARTIES to the
845 AGREEMENT and the Department of Community Affairs (or its successor agency) at
846 least 90 days prior to the effective date of the withdrawal.

847 **SECTION 19: INDEMNIFICATION OF PARTIES**

848 **19.1. Hold Harmless**

849 (a) Indemnification between the PARTIES, and between any, some or all of the
850 PARTIES and the SCHOOL BOARD shall be subject to the limits imposed by Section
851 768.28, Florida Statutes.

852 (b) The SCHOOL BOARD agrees to hold harmless and indemnify the other PARTIES to
853 this AGREEMENT against any third party claim, liability, lawsuit, and damage award
854 arising out of the performance of this AGREEMENT for any acts, failure to act, or
855 decisions of the SCHOOL BOARD that are totally within the purview of the SCHOOL
856 BOARD or are the responsibility of the SCHOOL BOARD under this AGREEMENT. Acts
857 or decisions of the SCHOOL BOARD include, but are not limited to, items relating to
858 school attendance boundaries, providing adequate capacity for new students in the
859 SCHOOL BOARD's Five-Year CIP, constructing and modernizing schools consistent
860 with the adopted SCHOOL BOARD's Five-Year CIP, decisions on whether to accept or
861 reject mitigation, and decisions on available capacity in the review process.

862 **19.2. Third Party Claims**

863 The COUNTY and each individual CITY that is a party to this AGREEMENT agrees to
864 hold harmless and indemnify all other PARTIES to the AGREEMENT against any third
865 party claim, liability, lawsuit, and damage award arising out of the performance of this
866 AGREEMENT for any acts, failure to act, or decisions of that PARTY that are totally
867 within the purview of that party or are the responsibility of that party under this
868 AGREEMENT. Acts or decisions of the COUNTY or an individual CITY include, but are

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

869 not limited to, the denial of an application for development approval based on school
870 impacts after the SCHOOL BOARD has informed that PARTY that adequate school
871 capacity exists for the development.

872 **SECTION 20 10: RESOLUTION OF DISPUTES.**

873 If the PARTIES are unable to resolve any issue covered by this AGREEMENT, such
874 dispute shall be resolved in accordance with governmental conflict resolution procedures
875 specified in the Interlocal Agreement on Mediation and Intergovernmental Coordination
876 established among the PARTIES in 1995.

877 **SECTION 21 11: OVERSIGHT PROCESS.**

878 PTAC and CALNO shall meet jointly, as needed, ~~or at least on an annual basis~~, at a
879 public meeting to review the implementation of this AGREEMENT. The meeting shall be
880 noticed in a newspaper of general circulation in Seminole County. Meetings shall be set
881 by PTAC, including meeting arrangements and notification.

882 **SECTION 22 12: NOTICES.**

883 Addresses for receipt of notices are as follows:

SCHOOL BOARD OF SEMINOLE COUNTY	Executive Deputy Superintendent Operations 400 East Lake Mary Boulevard Sanford, Florida 32773-7127
------------------------------------	--

SEMINOLE COUNTY	Planning Manager Seminole County Services Building 1101 East First Street Sanford, Florida 32771-1468
-----------------	--

CITY OF ALTAMONTE SPRINGS	Growth Management Director 225 Newburyport Avenue Altamonte Springs, Florida 32701
---------------------------	--

CITY OF CASSELBERRY	Community Development Director 95 Triplet Lake Drive Casselberry, Florida 32707
---------------------	---

CITY OF LAKE MARY	Community Development Director P.O. 958445 Lake Mary, Florida 32795-8445
-------------------	--

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

CITY OF LONGWOOD

Planning Community Development Division
Manager
175 West Warren Avenue
Longwood, Florida 32750

CITY OF OVIEDO

Development Services Director of Planning and Zoning
400 Alexandria Boulevard
Oviedo, Florida 32765

CITY OF SANFORD

Director of Planning and Development
P.O. Box 1788
Sanford, Florida 32772

CITY OF WINTER SPRINGS

Community Development Director
1126 East State Road 434
Winter Springs, Florida 32708-2799

884 **SECTION 23: MULTIPLE ORIGINALS**

885 This AGREEMENT may be executed in one or more counterparts, each of which shall be
886 deemed an original, but all of which together shall constitute one and the same
887 instrument.

888 **SECTION 24: EFFECTIVE DATE OF AGREEMENT**

889 Upon this AGREEMENT being signed by the last required PARTY, the AGREEMENT
890 shall be filed with the Clerk of the Circuit Court. This AGREEMENT shall take effect
891 immediately on the date filed with the Clerk of the Circuit Court and shall continue until
892 terminated.

893 **IN WITNESS WHEREOF**, this Interlocal AGREEMENT has been executed by and
894 on behalf of the COUNTY, SCHOOL BOARD and CITIES on the dates set forth on each
895 signatory page attached herein.

896 The signature page is exclusively for the Interlocal Agreement for Public School Facility
897 Planning and Concurrency approved by Seminole County on ???

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

Maryanne Morse, Clerk of Circuit Court

Clerk to the Board of County
Commissioners of Seminole County,
Florida.

By: _____
Carlton D. Henley, Chairman

Date: _____

As authorized for execution by the Board
of County Commissioners in their _____
_____, 2006, regular meeting.

For the use and reliance of Seminole
County only. Approved as to form and
legal sufficiency.

County Attorney

Date:

- 898
- 899 The signature page is exclusively for the Interlocal Agreement for Public School Facility
- 900 Planning and Concurrency approved by the City of Altamonte Springs on ???

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

901

ATTEST:

CITY OF ALTAMONTE SPRINGS

Patsy Wainright, City Clerk

By: _____
Russel E. Hauck, Mayor

James A. Fowler, City Attorney

Date: _____

902

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

903 The signature page is exclusively for the Interlocal Agreement for Public School Facility
904 Planning and Concurrency approved by the City of Casselberry on ???

905

ATTEST:

CITY OF CASSELBERRY

Thelma McPherson, City Clerk

By: _____
Bob Goff, Mayor

Catherine Reischmann, City Attorney

Date: _____

906

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

907 The signature page is exclusively for the Interlocal Agreement for Public School Facility
908 Planning and Concurrency approved by the City of Lake Mary on ???
909

ATTEST:

CITY OF LAKE MARY

Carol A. Foster, City Clerk

By: _____
Thomas C. Greene, Mayor

Katie Reischmann, City Attorney

Date: _____

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

910 The signature page is exclusively for the Interlocal Agreement for Public School Facility
911 Planning and Concurrency approved by the City of Longwood on ???
912

ATTEST:

CITY OF LONGWOOD

Sarah Mirus, City Clerk

By: _____
Haywood G. Bundy, Mayor

Richard S. Taylor, Jr., City Attorney

Date: _____

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

913

ATTEST:

CITY OF OVIEDO

Barbara Barbour, City Clerk

By: _____
Thomas G. Walters, Mayor

William L. Colbert, City Attorney

Date: _____

914

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

915 The signature page is exclusively for the Interlocal Agreement for Public School Facility
916 Planning and Concurrency approved by the City of Sanford on ???

917

ATTEST:

CITY OF SANFORD

Janet R. Dougherty, City Clerk

BY: _____
Linda Kuhn, Mayor

William L. Colbert, City Attorney

Date: _____

918

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

919 The signature page is exclusively for the Interlocal Agreement for Public School Facility
920 Planning and Concurrency approved by the City of Altamonte Springs on ???

921

ATTEST:

Andrea Lorenzo –Luaces, City Clerk

CITY OF WINTER SPRINGS

By: _____
John Bush, Mayor

Anthony Garganese, City Attorney

Date: _____

922

DRAFT (June 1, 2006)
Represents Revisions to the 2003 Interlocal Agreement

923 The signature page is exclusively for the Interlocal Agreement for Public School Facility
924 Planning and Concurrency approved by the School Board of Seminole County on ???

925

ATTEST:

SCHOOL BOARD OF SEMINOLE
COUNTY

By: _____

Jeanne Morris, Chairman

Ned Julian, Jr.

Executive Director of Legal Services

By: _____

William Vogel, Ed.D., Superintendent

926