

The following is a brief outline of the minimum requirements of the interlocal agreement as set forth in Section 163.31777, Florida Statutes.

Minimum Requirements of Interlocal Agreement:

(a) process by which the local government and school district agree and base their plans on consistent projections of the amount, type and distribution of population growth and student enrollment; (b) process to share and coordinate information relating to existing and planned school facilities, including school renovations and closures and local plans for development and redevelopment; (c) participation with school board in the process of evaluating potential school closures, significant renovations to existing schools and new site selection prior to acquisition.. .and how the school district may request an amendment to the local comprehensive plan for school siting; (d) process for determining need and timing for onsite and offsite improvements relating to new, expanded or renovated schools; (e) process for school board to notify local governments regarding school capacity (Note: This an optional requirement; however, a public hearing is required if this is not a part of the agreement); (f) participation of local governments with school boards 5-year facilities program and plant survey; (g) process for determining joint use of school board or local government facilities for mutual benefit and efficiency; (i) procedure for dispute resolution between the school district and local governments; and (j) oversight process, including public participation, for implementation of the agreement.

--State and Review and Sanctions:

State statutes encourage adoption of a single agreement among participants. The Office of Educational Facilities and SMART Schools Clearinghouse will review and comment on the interlocal agreement. DCA approved interlocal agreements are subject to challenge per Chapter 120, Florida Statutes. In addition, the state may impose sanctions (withholding of certain funds) on the local government and school board if the interlocal is not submitted in a timely fashion.

Expenditure of Funds:

No expenditure of time or resources can be incurred against this subgrant until such time as the subgrant is executed and return to Seminole County.

STAFF RECOMMENDATION

--Recommend chairman execute the attached state-funded subgrant agreement between Seminole County and the Florida Department of Community Affairs for development and execution of an interlocal agreement for coordinated land use and public school facility planning, per Laws of Florida 2002-296.

Staff also recommends that since no expenditure of time or resources can be incurred against this subgrant until such time as the subgrant is executed and returned to the County, that submission of this grant application to DCA include language requesting a prompt execution by DCA to allow sufficient time to meet deadlines for required deliverables.

Schedule of Tasks and Deliverables:

Item	Date	Task/Deliverables
1	September-April	Planning Technical Advisory Committee (PTAC), composed of staff from the county, school board and cities, to prepare/revise interlocal agreement
2	October 22, 2002	Board of County Commissioners (BCC) to direct staff to execute subgrant agreement
3	November 22, 2002 (deliverable #1)	Within 30 days of execution of subgrant agreement, county to submit work plan to DCA for describing steps to develop and execute interlocal agreement
4	November (date to be scheduled through Kevin Grace)	Presentation of purpose and outline of interlocal agreement to city managers
5	December 2, 2002	PTAC to finalize draft interlocal agreement
6	January (per each jurisdictions schedule)	PTAC members to present draft interlocal agreement to respective local planning agencies (LPAs) and school board
7	January 1, 2003 (deliverable #2)	County to submit to DCA a list of local governments requesting a waiver to one or more of the requirements of Section 163.31777(2), Florida Statutes (minimum requirements of interlocal agreement).
8	February (per each jurisdictions schedule)	LPAs to conduct public hearings/meetings on the interlocal agreement
9	February 1, 2003 (deliverable #3)	County to submit to DCA list of municipalities requesting an exemption from participation in the interlocal agreement
10	February 1, 2003 (deliverable #4)	County to submit draft interlocal agreement to DCA and receive payment of \$4,390
11	March-April	County/cities to conduct public hearings and execute interlocal agreement. Note: additional review by LPAs may be necessary subsequent to DCAs review of the draft agreement
I-2	May 1, 2003* (deliverable #5)	County to submit final interlocal agreement to DCA and receive payment of \$4,390

*Note: As seen from the above schedule, considerable time and effort will be required to coordinate, develop and execute the subject interlocal agreement among the various nine (9) participants.

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STATE-FUNDED **SUBGRANT** AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Seminole County Board of Commissioners, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, the Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth;

and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Scope of Work and Schedule of Deliverables, Attachments A and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment C, Program Statutes and Regulations.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution-by both parties and shall end November 30, 2003, unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement.

(4) MODIFICATION OF CONTRACT: REPAYMENTS

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with § 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(5) RECORDKEEPING

(a) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(b) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(c) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) REPORTS

At a minimum, the Recipient shall provide the Department with a closeout report, which shall be submitted within 60 days of the expiration of this agreement.

(7) MONITORING.

The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachments A and B to this Agreement. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Florida Statutes (see "AUDIT REQUIREMENTS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any

inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by the Contractor throughout the contract term to ensure timely completion of all tasks.

(8) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(9) DEFAULT: REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if

the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

3. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Scope of Work and Schedule of Deliverables attached hereto as Attachments A and B.

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (10) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

~~3.~~ Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may

be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

5. Exercise any other rights or remedies which may be otherwise available under law;

(c) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(d) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) In addition to any other remedies, the Recipient shall return to the Department any funds which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.

(f) This Agreement may be terminated by the written mutual consent of the parties.

(g) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(10) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Department contract manager for this Agreement is:

Dale Eacker
Division of Community Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-1766
Fax: 850-488-3309
Email: dale.eacker@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Telephone: _____
Fax: _____
Email: _____

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (10)(a) above.

(11) OTHER PROVISIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed

null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(12) AUDIT REQUIREMENTS.

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., and in the event that the Recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this Agreement indicates State Financial Assistance awarded through the Department by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in paragraph 12(d) above, the Recipient shall ensure that the audit complies with the requirements of §215.97(7), Fla. Stat. This includes submission of a reporting package as defined by §215.97(2)(d), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of §215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$300,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 9215.97, Fla. Stat., the cost of the audit must be

paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 12 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

And

Department of Community Affairs
Division of Community Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date

that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, the Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

(g) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(h) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(i) The Recipient shall have all audits completed in accordance with § 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

(13) SUBCONTRACTS.

(a) If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the

Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(14) TERMS AND CONDITIONS.

The Agreement contains all the terms and conditions agreed upon by the parties.

(15) ATTACHMENTS.

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Attachment A - Scope of Work

Attachment B - Schedule of Deliverables

Attachment C - Program Statutes and Regulations

(16) FUNDING CONSIDERATIONS

(a) This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Department agrees to pay a fixed fee of up to \$8,780.00. Payment will be made in accordance with the provisions of the Scope of Work and Schedule of Deliverables. An invoice shall be submitted with each deliverable which is in detail sufficient for a proper preaudit and postaudit thereof.

(17) STANDARD CONDITIONS.

The Recipient agrees to be bound by the following standard conditions:

(a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(b) If otherwise allowed under this Agreement, the Agreement may be renewed on a yearly basis for a period of up to two (2) years after the initial agreement or for a period no longer than the

term of the original agreement, whichever period is longer, specifying the terms under which the cost may change as determined in the invitation to bid, request for proposals, or pertinent statutes or regulations.

(c) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(d) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(e) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(f) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(g) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(18) STATE LOBBYING PROHIBITION. No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(19) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA.
ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE

OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which occur during performance of the Agreement.

(20) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(21) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

Recipient:

BY: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

Name and Title: _____

Date: _____

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EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*)

Not Applicable

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*) - \$
(*amount*)

Department of Community Affairs; School Planning Technical Assistance Grants CSFA #52004; \$8,780.00.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. State Resources must be used for planning efforts relating to growth management and comprehensive planning as described in Chapter 163, Part II, Florida Statutes, and Rules 9J-5 and 9J-33, Florida Administrative Code.

2. Local governments are eligible to receive these subgrants.

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of 'ABC' for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal resources, there **may be more than one grouping** (i.e., 1, 2, 3, etc.) listed under this **category***

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Scope of Work

The objective of this subgrant agreement is to provide financial assistance to local governments, school districts or other entities responsible for facilitating the development and execution of an interlocal agreement for coordinated land use and public school facilities planning that meets requirements of Sections 163.31777 and 1013.33, Florida Statutes. The Recipient shall make every effort to obtain the participation of the School Board, the County and all non-exempt municipalities in developing and executing a single interlocal agreement. However, for purposes of payment under this contract, the Recipient shall not be held responsible if, despite its best efforts, one or more communities refuses to participate in developing the agreement, chooses not to execute the agreement, or is late in executing the agreement. The interlocal agreement for coordinated land use and public school facilities planning shall be submitted to the Department of Community Affairs and the Department of Education in accordance with requirements of Rule 9J-11.022, Florida Administrative Code, no later than May 1, 2003.

The following work products shall be prepared and submitted to the Department:

1. Within 30 days after execution of this subgrant agreement, the Recipient shall submit a work plan describing the steps to be taken in facilitating the development and execution of an interlocal agreement. Such steps may include meetings to brief participating entities on statutory requirements for the interlocal agreement, the development of a draft agreement, and facilitation of joint meetings to review the draft agreement and reach agreement on its contents.

2. At least four months prior to the Recipient's due date established by this Agreement for executing an interlocal agreement, the Recipient shall submit a list of local governments requesting a waiver from one or more of the requirements at Section 163.31777(2), Florida Statutes, including justification for the waiver consistent with Section 163.31777(1)(c), Florida Statutes.

3. At least three months prior to the Recipient's due date established by this Agreement for executing an interlocal agreement, the Recipient shall submit a list of municipalities requesting an exemption from participation in the interlocal agreement, including the following documentation: (a) The municipality has no public schools located within its boundaries; (b) The district school board's 5-year facilities work program and the long-term 10-year and 20-year work programs demonstrate that no new school facility is needed in the community; and (c) written verification by the district school board that no new school facility will be needed within the community within 5-year and 10-year time frames.

4. A draft Interlocal Agreement for Coordinated Land Use and Public School Facilities Planning, as required by Sections 163.31777 and 1013.33, Florida Statutes.

5. A final Interlocal Agreement for Public School Facility Planning that is executed by the School Board, the Board of County Commissioners and non-exempt municipalities.

Attachment B

Schedule of Deliverables

Deliverable 1. Within 30 days after execution of this subgrant agreement, the Recipient shall submit to the Department a work plan describing the steps to be taken in facilitating the development and execution of an interlocal agreement.

Deliverable 2. By January 1, 2003, the Recipient shall submit a list of local governments requesting a waiver from one or more of the requirements at Section 163.31777(2), Florida Statutes, including justification for the waiver consistent with Section 163.31777(1)(c), Florida Statutes.

Deliverable 3. By February 1, 2003, the Recipient shall submit a list of municipalities requesting an exemption from participation in the interlocal agreement, including the documentation specified in the Scope of Work.

Deliverable 4. By February 1, 2003, the Recipient shall submit to the Department a draft Interlocal Agreement for Public School Facility Planning. Upon acceptance by the Department, Recipient shall receive a payment of \$4,390.00.

Deliverable 5. By May 1, 2003, the Recipient shall submit to the Department a final Interlocal Agreement for Public School Facility Planning that is executed by the School Board, the Board of County Commissioners and all non-exempt municipalities. Upon acceptance by the Department, Recipient shall receive a payment of \$4,390.00.

Attachment C

Program Statutes and Regulations

- (1) Section 163.31777, Florida Statutes - Public schools interlocal agreement.
- (1) Section 1013.33, Florida Statutes - Coordination of planning with local governing bodies.
- (1) 9J-11.022, Florida Administrative Code - Submittal Requirements for Public Schools Interlocal Agreement and Amended Agreements.

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MODEL INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

This model agreement is intended to suggest items and issues for inclusion in actual inter-local agreements and is designed to meet the requirements of Sections 163.31777 and 235.193, Florida Statutes. It is not likely that every suggested provision will be appropriate for every county, and each provision should be tailored for the situation in each county.

This agreement is entered into between the _____ County Commission (hereinafter referred to as “County”), the City Commission or City Council of the Cities of _____ (hereinafter referred to as “Cities”), and the School Board of _____ County (hereinafter referred to as “School Board”).

WHEREAS, the County, Cities and the School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children within their community; and

WHEREAS, the County, Cities, and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the school board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by collocating schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, Section 235.193, Florida Statutes, requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and

WHEREAS, Sections 163.3177(6)(h)1 and 2, Florida Statutes, require each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Sections 163.31777 and 235.193, Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the

district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, the School Board, the County, and the Cities enter into this agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to their citizens and students described above.

NOW THEREFORE, be it mutually agreed between the School Board, the Board of County Commissioners of _____ County and the City Commissions of _____ that the following procedures will be followed in coordinating land use and public school facilities planning:

Section 1. Joint Meetings

1.1 A staff working group of the County, School Board, and Cities will meet on a _____ basis [*quarterly, semi-annually or other basis*] to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. Representatives from the Regional Planning Council will also be invited to attend. [*The agreement should establish the party or parties, such as the County Planning Director or School Board Superintendent, responsible for making meeting arrangements and providing notification.*]

1.2 One or more representatives of the County Commission, the governing body of each City, and the School Board will meet _____ [*semi-annually, annually or other*] in joint workshop sessions. A representative of the Regional Planning Council will also be invited to attend. The joint workshop sessions will be opportunities for the County Commission, the City Commissions or Councils, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. [*The agreement should establish the party or parties, such as the County Manager or School Board Superintendent, responsible for making meeting arrangements and providing notification.*]

Section 2. Student Enrollment and Population Projections

2.1 In fulfillment of their respective planning duties, the County, Cities, and School Board agree to-coordinate and base their plans upon consistent projections of the amount, type, and distribution population growth and student enrollment. Countywide five-year population and student enrollment projections shall be revised annually and provided at the first staff working group meeting described at subsection 1.1.

2.2 The School Board shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, where available, as modified by the School Board based on development data and agreement with the local governments and the Office of Educational Facilities and SMART Schools Clearinghouse. The School Board may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request the

school board will coordinate with the Cities and County regarding development trends and future population projections.

2.3 The School Board, working with the County and Cities, will use the information described in Section 3.3 to allocate projected student enrollment into sub-county planning sectors so that the district-wide projections are not exceeded. The planning sectors will be established by mutual consent of the school board and local government staff. The allocation of projected student enrollment will be determined at the first staff meeting described in subsection 1.1.

Section 3. Coordinating and Sharing of Information

3.1 Tentative District Educational Facilities Plan: On _____ of each year, the School Board shall submit to the County and each City the tentative district educational facilities plan prior to adoption by the Board. The plan will be consistent with the requirements of Section 235.185, Florida Statutes, and include projected student populations apportioned geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the 5-, 10-, and 20-year time periods, and options to reduce the need for additional permanent student stations. The plan will also include a financially feasible district facilities work program for a 5-year period. The Cities and County shall review the plan and comment to the School Board within ____ days on the consistency of the plan with the local comprehensive plan, whether a comprehensive plan amendment will be necessary for any proposed educational facility, and whether the local government supports a necessary comprehensive plan amendment. If the local government does not support a comprehensive plan amendment, the matter shall be resolved pursuant to Section 8 of this agreement.

3.2 Educational Plant Survey: At least one year prior to preparation of the Educational Plant Survey update, the staff working group established in subsection 1.1 will assist the School Board in an advisory capacity in the preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 235.15, Florida Statutes, and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the land use plan. The staff working group will evaluate and make recommendations regarding the location and need for new, or significant renovation and expansion of existing educational facilities with the local government comprehensive plan, and relevant issues listed at subsections 4.3, 6.6, 6.7, and 7.1 of this agreement.

3.3 Growth and Development Trends: On _____ of each year, local governments will provide the school board with a report on growth and development trends within their jurisdiction. This report will be in tabular, graphic, and textual formats and will include the following:

- (a) the type, number, and location of residential units which have received zoning approval or site plan approval;
- (b) information regarding future land use map amendments which may have an impact on school facilities;
- (c) building permits issued for the preceding year and their location;

(d) information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students; and

(e) the identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval.

Section 4. School Site Selection, Significant Renovations, and Potential School Closures

4.1 The School Board will establish a Public Schools Advisory Committee for the purpose of reviewing potential sites for new schools and proposals for significant renovation and potential closure of existing schools. Based on information gathered during the review, the Committee will submit recommendations to the Superintendent or designee. The Public Schools Advisory Committee will be a standing committee and will meet on an as needed basis. In addition to appropriate members of the School Board, the Committee will include at least one staff member of the County and a representative from each of the Cities *[alternatively, within counties where the number of cities would make the size of such a committee unwieldy, the agreement could specify how one or more city representatives would be selected to represent city interests on the standing committee and membership could then be expanded on an as needed to include additional staff from any city in or near where a school is proposed.]*

4.2 When the need for a new school is identified in the district educational facilities plan, the Public Schools Advisory Committee will develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the district educational facilities plan for significant renovation and potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues. In addition, the issues identified in subsection 4.3 of this agreement will be considered by both the local government and Public Schools Advisory Committee as each site or school is evaluated. Based on the information gathered during this review, for new schools the Committee will make a recommendation to the Superintendent or designee of one or more sites in order of preference. For significant renovations and potential closures, the Committee will make appropriate recommendations.

4.3 The following issues will be considered by the Public Schools Advisory Committee, the School Board, and the Local Governments when evaluating new school sites and significant renovations and potential closure of existing schools:

(a) The location of schools proximate to urban residential development and contiguous to existing school sites, and which provide logical focal points for community activities and serve as the cornerstone for innovative urban design, including opportunities for shared use and collocation with other community facilities;

(b) The location of elementary schools proximate to and within walking distance of the residential neighborhoods served:

(c) The location of high schools on the periphery of residential neighborhoods, with access to major roads;

- (e) Compatibility of the school site with present and projected uses of adjacent property;
- (f) Whether existing schools can be expanded or renovated to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl;
- (g) Site acquisition and development costs;
- (h) Safe access to and from the school site by pedestrians and vehicles;
- (i) Existing or planned availability of adequate public facilities and services to support the school;
- (j) Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on the site;
- (k) Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource;
- (l) The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements;
- (m) The proposed location is not in conflict with the local government comprehensive plan, stormwater management plans, or watershed management plans;
- (n) The proposed location is not within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan;
- (o) The proposed site can accommodate the required parking, circulation and queuing of vehicles;
- (p) The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

4.4 At least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within 45 days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 235.193(12), Florida Statutes.

Section 5. Supporting Infrastructure

5.1 In conjunction with the preliminary consistency determination described at subsection 4.4 of this agreement, the school board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant renovation of an existing school, and will enter into a written agreement as

to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.

Section 6. Local Planning Agency, Comprehensive Plan Amendments, Rezonings, and Development Approvals

6.1 The County and Cities will include a nonvoting representative appointed by the School Board on the local planning agencies, or equivalent agencies, to attend those meetings at which the agencies consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. The Cities and County may at their discretion grant voting status to the school board member.

6.2 The School Board will appoint a representative to serve on the County's staff development review committee, or equivalent body. In addition, the School Board representative will be invited to participate in the Cities' staff development review committees, or equivalent body, when development and redevelopment proposals are proposed which could have a significant impact on student enrollment or school facilities.

6.3 The County and the Cities agree to give the School Board notification of land use applications and development proposals pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice will be provided at least _____ days prior to approval of the application. This notice requirement applies to amendments to the comprehensive plan future land use map, rezonings, developments of regional impact, and other major residential or mixed-use development projects.

6.4 Within days after notification by the local government, the School Board will advise the local government of the school enrollment impacts anticipated to result from the proposed land use application or development proposal, and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State Requirements for Educational Facilities.

6.5 If sufficient capacity is not available or planned to serve the development at the time of impact, the School Board will specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer will collaborate to find means to ensure sufficient capacity will exist to accommodate the development, such as, developer contributions, project phasing, or developer provided facility improvements.

6.6 In reviewing and approving comprehensive plan amendments, rezonings, and development proposals, the county and cities will consider the following issues:

- (a) School Board comments;
- (b) Available school capacity or planned improvements to increase school capacity;
- (c) The provision of school sites and facilities within planned neighborhoods;
- (d) Compatibility of land uses adjacent to existing schools and reserved school sites;
- (e) The collocation of parks, recreation and neighborhood facilities with school sites;

(f) The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;

(g) Traffic circulation plans which serve schools and the surrounding neighborhood;

(h) The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools; and

(i) The inclusion of school bus stops and turnarounds.

6.7 In formulating community development plans and programs, the County and Cities will consider the following issues:

(a) Giving priority to scheduling capital improvements that are coordinated with and meet the capital needs identified in the School Board district educational facilities plan;

(b) Providing incentives to the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;

(c) Targeting community development improvements in older and distressed neighborhoods near schools; and

(d) Working to address and resolve multi-jurisdictional public school issues.

Section 7. Collocation and Shared Use

7.1 Collocation and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to collocate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, collocation and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for collocation and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, collocation and shared use of school and governmental facilities for health care and social services will be considered.

7.2 A separate agreement will be developed for each instance of collocation and shared use which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from collocation and shared use.

Section 8. Resolution of Disputes

8.1 If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes.

Section 9. Oversight Process

9.1 The School Board, the County and each City shall appoint a citizen member to serve on an oversight committee to monitor implementation of the interlocal agreement. Committee

members shall be invited to attend all meetings referenced in Sections 1 and 4 and shall receive copies of all reports and documents produced pursuant to this interlocal agreement. The committee shall appoint a chairperson, meet at least annually, and report to participating local governments, the School Board and the general public on the effectiveness with which the interlocal agreement is being implemented.

Note: Local governments and schools boards may wish to consider adding the following optional provisions to address the site plan review process:

Section ___ Site Plan Review

*_.1 As early in the design phase of the site plan as feasible, but at least 90 days before commencing construction, the School Board will request a formal consistency determination **from** the local government with jurisdiction over the use **of** land. The local government will determine in writing within 45 days after receiving a request and the necessary information from the School Board whether a proposed public educational facility is consistent with the local comprehensive plan and land development regulations.*

*_.2 **If** a school site is consistent with the future land use policies and land use categories that allows public schools, the local government may not deny the site plan application but may impose reasonable development standards and conditions in accordance with section 235.34(1), F. S. The local government may consider the adequacy **of** the site plan as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property. (s. 235.193(13), F. S.) [This agreement should identify the issues the local government will consider **for** evaluating the adequacy **of** the site plan and the development standards and conditions that will be imposed by the local government, such as comprehensive plan policies related to land use, site location, compatibility, on-site and off-site infrastructure improvements pursuant to section 5 **of** this agreement, zoning regulations, environmental requirements, and roadway access standards.]*

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of _____ County, the Cities of _____, and the School Board of _____ on this _____ day of _____, 200__.

ATTEST:

Chairman, School Board

Chairman, Board of County Commissioners

Mayor, City of

Mayor, City of

Mayor, City of

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