

**SEMINOLE COUNTY GOVERNMENT
BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM**

SUBJECT: State-Funded Subgrant Agreement to facilitate revisions to the 2003 Interlocal Agreement for Public School Facility Planning

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

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

Agenda Date 12/20/05 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached State-Funded Subgrant Agreement between Seminole County and the Florida Department of Community Affairs to facilitate revisions to the 2003 Interlocal Agreement for Public School Facility Planning.

(Countywide)

(Tony Matthews, Principal Planner)

BACKGROUND

In 2003, Seminole County adopted the "Interlocal Agreement for Public School Facility Planning" as required by Section 163.31777, Florida Statutes. The subject Interlocal Agreement jointly establishes specific ways in which the plans and processes of Seminole County, the School Board, and County Municipalities are coordinated (see attached Interlocal Agreement). The County must now revise this Interlocal Agreement to address changes to Florida Statutes adopted by the Legislature in 2005, relating to public school facilities, school concurrency, and intergovernmental coordination (see Additional Background).

Seminole County is responsible for facilitating revisions to the Interlocal Agreement with participation by the School Board and County Municipalities. The financial allocation to Seminole County for revisions to the Interlocal Agreement is up to \$18,681.37 (see page 7 of the attached State-Funded Subgrant Agreement).

STAFF RECOMMENDATION

Staff recommends the Chairman execute the attached State-Funded Subgrant Agreement between Seminole County and the Florida Department of Community Affairs to facilitate revisions to the 2003 Interlocal Agreement for Public School Facility Planning.

Reviewed by:
Co Atty: KL
DFS: _____
Other: _____
DCM: [Signature]
CM: [Signature]
File No. cpdp01

Additional Background

In 2005, the Legislature amended Sections 163.3177 and 163.3180, Florida Statutes (part of Senate Bill 360) to require local governments to adopt a public school facilities element within the local government’s comprehensive plan and to include within the element a school concurrency system. This State-Funded Subgrant Agreement (Subgrant) is an incentive program offered by the Department of Community Affairs (DCA) that provides financial assistance to revise the Interlocal Agreement to include a uniform school concurrency system throughout the School Board’s district, including levels of service and proportionate share mitigation. The County must complete the updated Interlocal Agreement by September 1, 2006. Without the incentive program, the updated Interlocal Agreement and public school facilities element are due December 1, 2008. The revised Interlocal Agreement will also prepare the way for future creation of a public school facility element for adoption into the Seminole County Comprehensive Plan.

State 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 revised Interlocal Agreement. Failure to complete the revised Interlocal Agreement according to the Subgrant will preclude the County from adoption of plan amendments that increase residential density.

Expenditure of Subgrant Funds:

Seminole County cannot incur expenses against the Subgrant until DCA executes the Subgrant and returns to Seminole County.

Following is the Schedule of Tasks and Deliverables*:

Item	Task/Deliverables	Due Date
1	County to submit work plan to DCA describing steps to revise the Interlocal Agreement	Within 30 days of execution of Subgrant by DCA
2	County to submit to DCA list of municipalities requesting an exemption from participation in the revised Interlocal Agreement	April 1, 2006
3	County to submit draft of revised Interlocal Agreement to DCA	July 1, 2006
4	County to submit final revised Interlocal Agreement to DCA	September 1, 2006

*The attached Subgrant, pages 12 and 13, provides details regarding the above tasks and deliverables.

Attachments:

State-Funded Subgrant Agreement
2003 Interlocal Agreement for Public School Facility Planning

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, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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 Budget and Scope of Work, Attachment A 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.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end December 1, 2006, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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.

(5) RECORDKEEPING

(a) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under 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) The Recipient shall maintain all records, for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form 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) 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., it shall comply with the following:

In the event that the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 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 this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 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 \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, 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). Additional information on the Florida Single Audit Act may be found at the following website: <http://www.state.fl.us/fsaa/statutes.html>.

(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 6 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

[an electronic copy shall also be submitted to the above office]

and

Department of Community Affairs
(program office)
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) 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.

(g) The Recipient shall have all audits completed in accordance with Section 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.

(7) REPORTS

The Recipient shall provide the Department with reports as required in Attachment A – Budget and Scope of Work, and Attachment B – Schedule of Deliverables.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), 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 all 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 Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms

of this Agreement, and shall hold 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.

(10) DEFAULT.

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 in Paragraph (11), 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:

(a) 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 obligations, 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;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, 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.

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

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES.

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 cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) 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 (13) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Exercise any corrective or remedial actions, to include but not be limited to:
 - 1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - 2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - 3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - 4. requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;
- (e) Require that the Recipient return to the Department any funds which were used for

ineligible purposes under the program laws, rules and regulations governing the use of funds under this program;

(f) Exercise any other rights or remedies which may be otherwise available under law;

(g) The pursuit of any one of the above remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. 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.

(12) TERMINATION.

(a) 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.

(b) The Department may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. 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.

(13) 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:

Mike McDaniel, Regional Planning Administrator

Department of Community Affairs

2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100

Telephone: (850) 488-2356

Fax: (850) 488-3309

Email: mike.mcdaniel@dca.state.fl.us

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

Tony Matthews, Principal Planner

Seminole County Planning Division

County Services Building, Room 2201

1101 East First Street

Sanford, Florida 32771

Telephone: 407-665-7936

Fax: 407-665-7385

Email: tmatthews@seminolecountyfl.gov

(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 (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval prior to execution of the subcontract by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) 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. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor.

(15) TERMS AND CONDITIONS

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

(16) 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:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Schedule of Deliverables

(17) FUNDING/CONSIDERATION

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 \$18,681.37. Payment will be made in accordance with the provisions of Attachment A (Budget and Scope of Work) and Attachment B (Schedule of Deliverables). An invoice shall be submitted with each deliverable which is in detail sufficient for a proper preaudit and postaudit thereof.

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, all obligations on the part of the Department to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Department.

(18) REPAYMENTS

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 Section 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.

(19) 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.

(20) STANDARD CONDITIONS

(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) 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 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.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

(h) 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.

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

(j) 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.

(k) 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.

(l) 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.

(21) 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.

(22) 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 accrue during performance of the Agreement.

(23) 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.

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

SEMINOLE COUNTY

BY:

Name and title: Carlton D Henley, Chairman, Board of County Commissioners

Date: _____

FID# 59-6000856

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

Name and Title: Valerie J. Hubbard, Director

Division of Community Planning

Date: _____

EXHIBIT – 1

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

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: Department of Community Affairs, Technical Assistance for Implementation of Growth Management Initiatives, #52.033, \$18,681.37.

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

Activities are limited to those in the Scope of Work.

State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. NOTE: Instead of listing the specific compliance requirements as shown above, in the example, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

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 the public school facilities element, school concurrency and local intergovernmental coordination that meets requirements of Sections 163.3177(12), 1013.33, 163.31777, and 163.3180(13)(g), 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.

The interlocal agreement 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 September 1, 2006.

Tasks

- Task 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 or revision of a school facilities 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 consensus on its content.
- Task 2. No later than April 1, 2006, the Recipient shall submit a list of local governments within the district eligible for and requesting exemptions under the provisions in Section 163.3177(12)(b), Florida Statutes. Appropriate data and analysis should be submitted supporting the requested exemptions.
- Task 3. A draft Interlocal Agreement for public school concurrency consistent with Sections 163.3177(12), 1013.33, 163.31777, and 163.3180(13), Florida Statutes.
- Task 4. A final interlocal agreement for public school concurrency consistent with Sections 163.3177(12), 1013.33, 163.31777, and 163.3180(13), Florida Statutes, that has been executed by the School Board, the Board of County Commissioners and all non-exempt municipalities. Documentation of the intergovernmental coordination that took place to achieve consensus on the interlocal agreement shall also be submitted with the final interlocal agreement.

Attachment B
Schedule of Deliverables

Payments shall be made to the Recipient based on acceptance and approval of deliverables by the Department of Community Affairs according to the schedule below:

	<u>Deliverable</u>	<u>Date Due</u>	<u>Amount</u>
1.	Work plan describing the steps to be taken in facilitating the development or revision of a school facilities interlocal agreement as evidence of completion of Task 1.	Within 30 days of contract execution	\$2,500.00
2.	A report listing the municipalities within the school district, along with any documentation, requesting an exemption from public school concurrency pursuant to Section 163.3177(12)(b), Florida Statutes, as evidence of completion of Task 2. If non of the municipalities within the district are exempt, the recipient shall send a report identifying the status of all municipalities as non-exempt.	April 1, 2006	\$2,500.00
3.	Draft interlocal agreement as evidence of completion of Task 3.	July 1, 2006	\$6,840.68
4.	Final executed interlocal agreement as evidence of completion of Task 4.	September 1, 2006	\$6,840.69

INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

THIS INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING, herein referred to as the "Agreement", is made and entered into as of the most recent date shown below by and among the SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, a political subdivision of the State of Florida and a body corporate pursuant to Section 230.21, Florida Statutes, whose address is 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127; SEMINOLE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771-1468; the CITY OF ALTAMONTE SPRINGS FLORIDA, a municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701; the CITY OF CASSELBERRY, FLORIDA, a municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707; the CITY OF LAKE MARY, FLORIDA, a municipal corporation, whose address is 100 North Country Club Road, Lake Mary, Florida 32746; the CITY OF LONGWOOD, FLORIDA, a municipal corporation, whose address is 175 West Warren Avenue, Longwood, Florida 32750; the CITY OF OVIEDO, FLORIDA, a municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765; the CITY OF SANFORD, FLORIDA, a municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771-1788; and the CITY OF WINTER SPRINGS, FLORIDA, a municipal corporation, whose address is 1126 East State Road 434, Winter Springs, Florida 32708-2799.

WHEREAS, the School Board of Seminole County, Florida; Seminole County; and the seven (7) municipal corporations listed above shall be herein referred to as the "SCHOOL BOARD", the "COUNTY", the "CITIES", or "CITY", respectively, or corporately as the "PARTIES"; and

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

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

WHEREAS, Section 1013.35(2)(a), 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 governing body; and

WHEREAS, Part II, Chapter 163, Florida Statutes, requires the coordination of local government comprehensive plans with the comprehensive plans of adjacent local governments and the plans of school districts; and

WHEREAS, Section 163.3177(6)(h)1 and 2, Florida Statutes, requires each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used to accomplish 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 1013.33, 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 jointly establish 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 PARTIES enter into this Agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to children, citizens and students as described above; and

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

WHEREAS, the PARTIES agree that this Agreement is a sound planning tool based on generally accepted planning practices and principles that serves to further intergovernmental coordination.

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

SECTION 1: RECITALS.

The above recitals are true and correct and form a material part of this Agreement upon which the PARTIES have relied.

SECTION 2: PURPOSE OF AGREEMENT.

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

SECTION 3. JOINT MEETINGS.

3.1 The Planning Technical Advisory Committee ("PTAC"), was formally created and established via the "Intergovernmental Planning Coordination Agreement of 1997", and

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shall serve as a staff working group. PTAC is comprised of staff representatives from each of the PARTIES and serves as an advisory committee to enhance intergovernmental coordination of comprehensive plan programs and assists in ensuring consistency between these programs and issues of multi-jurisdictional concern.

3.2 PTAC shall meet as needed, or at least annually, to discuss issues, share information 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. A representative from the East Central Florida Regional Planning Council shall also be invited to attend. PTAC shall be responsible for setting meetings, including meeting arrangements and notification.

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

3.4 PTAC and CALNO shall meet as needed, or at least annually, in joint workshop sessions. A representative of the East Central Florida Regional Planning Council shall also be invited to attend. The joint workshop sessions will provide opportunities for the representatives of the Board of County Commissioners, City Commissioners 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. Meetings shall be set by PTAC, including meeting arrangements and notification.

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SECTION 4. STUDENT ENROLLMENT AND POPULATION PROJECTIONS.

4.1 In fulfillment of their respective planning duties, the PARTIES agree to coordinate and base their plans upon consistent projections of the amount, type and distribution of 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 in Subsection 3.2.

4.2 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 (Soundly Made, Accountable, Reasonable, and Thrifty) 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 shall coordinate with the CITIES and COUNTY regarding development trends and future population projections.

SECTION 5. COORDINATING AND SHARING OF INFORMATION.

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

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

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

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

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

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

SECTION 6. SCHOOL SITE SELECTION, SIGNIFICANT RENOVATIONS AND POTENTIAL SCHOOL CLOSURES.

6.1 The SCHOOL BOARD shall establish a Public Schools Facility Planning Committee to review and make recommendations to the SCHOOL BOARD on the following:

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

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

- (a) School administrators.
- (b) Elementary, middle and high school parents.
- (c) School district representatives.
- (d) Seminole County Public Schools facility planning personnel.
- (e) SEMINOLE COUNTY staff member.

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(f) Staff member from each CITY.

6.3 The Public Schools Facility Planning Committee, the SCHOOL BOARD, and the COUNTY and CITIES shall consider the following issues in the evaluation of potential sites and major capital projects:

- (a) Schools as focal points for community activities.
- (b) Elementary and middle schools proximate to and within residential communities.
- (c) High schools on the periphery of residential neighborhoods, with access to major roads.
- (d) Compatibility with present and projected adjacent land uses.
- (e) Discouragement of urban sprawl.
- (f) Safe access for pedestrians and vehicles.
- (g) Adequate public facilities and services.
- (h) Environmental, archeological or historical constraints.
- (i) Conflicts with COUNTY and/or CITY comprehensive plans.

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

SECTION 7. SUPPORTING INFRASTRUCTURE.

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

SECTION 8. LOCAL PLANNING AGENCY, COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS.

8.1 The COUNTY and CITIES shall include a representative, appointed by the SCHOOL BOARD, as a nonvoting member of their respective local planning agencies,

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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, as provided for in Section 163.3174, Florida Statutes.

8.2 The SCHOOL BOARD may appoint a representative to serve on the COUNTY'S staff development review committee, or equivalent body. In addition, the SCHOOL BOARD representative may be invited to attend meetings of the CITIES' staff development review committees, or equivalent bodies, when development and redevelopment proposals are proposed which could have a significant impact on student enrollment or school facilities.

8.3 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 shall be provided at least 14 days prior to final official action by the party which will act upon the application or proposal. Failure to provide the notice to the SCHOOL BOARD within the 14 days shall not affect the validity of any of the CITIES' or COUNTY'S land use applications or development proposals.

8.4 Within seven (7) days after notification by the COUNTY and/or CITY, the SCHOOL BOARD shall advise the COUNTY and/or CITY 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.

8.5 In reviewing and approving comprehensive plan amendments, rezonings and development proposals, the COUNTY and CITIES shall consider the following issues:

- (a) Available school capacity or planned improvements to increase school capacity.
- (b) The provision of school sites and facilities within planned neighborhoods.
- (c) Compatibility of land uses adjacent to existing schools and reserved school sites.
- (d) The co-location of parks, recreation and neighborhood facilities with school sites.

- (e) The linkage of schools, parks, libraries, and other public facilities with bikeways, trails, and sidewalks for safe access.
- (f) Traffic circulation plans which serve schools and surrounding neighborhoods.
- (g) The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools.
- (h) The inclusion of school bus stops and turnarounds.
- (i) Other sound planning principles or appropriate development review measures.

SECTION 9. CO-LOCATION AND SHARED USE.

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

9.2 A separate agreement may be developed for each instance of co-location 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 co-location and shared use.

SECTION 10. RESOLUTION OF DISPUTES.

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

SECTION 11. OVERSIGHT PROCESS.

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

SECTION 12. NOTICES.

Addresses for receipt of notices are as follows:

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

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

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

- (4) CITY OF LAKE MARY Community Development Director
100 North County Club Road
Lake Mary, Florida 32746

- (5) CITY OF LONGWOOD Planning Division Manager
175 West Warren Avenue
Longwood, Florida 32750

- (6) CITY OF OVIEDO Director of Planning and Zoning
400 Alexandria Boulevard
Oviedo, Florida 32765

- (7) CITY OF SANFORD Director of Planning and Development
300 North Park Avenue
Sanford, Florida 32771-1788

- (8) CITY OF WINTER SPRINGS Community Development Director
1126 East State Road 434
Winter Springs, Florida 32708-2799

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

This Agreement shall be executed in nine (9) counterparts, each of which shall be deemed an original.

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

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ATTEST:

Ned Julian, Jr.
Ned Julian, Jr., Esquire
Executive Director of Legal Services

SCHOOL BOARD OF SEMINOLE
COUNTY

By: Sandra Robinson
Sandra Robinson, Chairman

By: Paul J. Hagerty
Paul J. Hagerty, Superintendent

“LEGIBILITY UNSATISFACTORY
FOR SCANNING”
ATTEST:

CITY OF ALTAMONTE SPRINGS

Patsy Wainright
Patsy Wainright, City Clerk

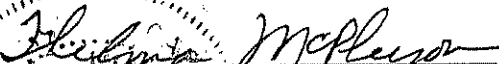
By: Russel E. Hauck
Russel E. Hauck, Mayor

for Mary L. S. O'Asses City Attorney
James A. Fowler, City Attorney

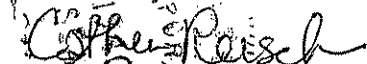
Date: April 15, 2003

This signature page is for the
Interlocal Agreement for Public School Facility Planning
approved by the City of Altamonte Springs City Commission on April 15, 2003.

ATTEST:

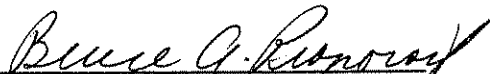


Thelma McPherson, City Clerk



Catherine Reischman, City Attorney

CITY OF CASSELBERRY

By: 
Bruce Pronovost, Mayor

Date: 4-28-03

ATTEST:...

Carol A. Foster

Carol A. Foster, City Clerk

Clay Simmons for

Clay Simmons, City Attorney

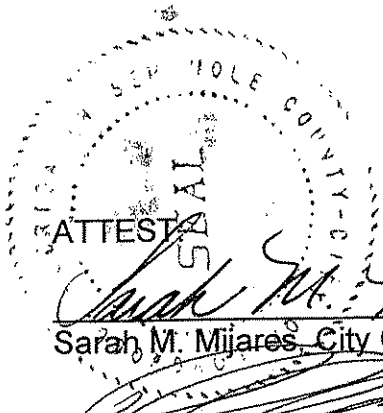
CITY OF LAKE MARY

By:

[Signature]
Thomas Greene, Mayor

Date:

4-17-03



Sarah M. Mijares
Sarah M. Mijares, City Clerk

Richard S. Taylor, Jr.
Richard S. Taylor, Jr., City Attorney

CITY OF LONGWOOD

By: Daniel J. Anderson
Daniel J. Anderson, Mayor

Date: 04/07/03

**This signature page is for the Interlocal agreement for
Public School Facility Planning as approved by the City
of Longwood, Resolution 03-1067, on April 7, 2003.**

ATTEST:

Barbara Barbour

Barbara Barbour, City Clerk

William L. Colbert

William L. Colbert, City Attorney

CITY OF OVIEDO

By:

Tom Walters

Tom Walters, Mayor

Date:

April 8, 2003



Janet R. Dougherty
Janet R. Dougherty, City Clerk

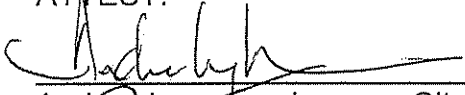
William L. Colbert
William L. Colbert, City Attorney

CITY OF SANFORD

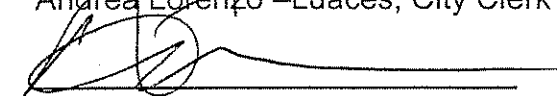
BY: Brady Lessard
Brady Lessard, Mayor

Date: April 28, 2003

ATTEST:

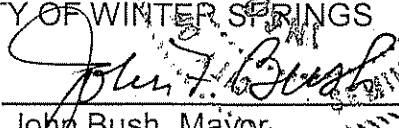


Andrea Lorenzo -Luaces, City Clerk



Anthony Garganese, City Attorney

CITY OF WINTER SPRINGS

By: 

John Bush, Mayor

Date: 4/15/03

