2007 INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND SCHOOL CONCURRENCY
AS AMENDED JANUARY 2008
Seminole County, Florida

THIS AGREEMENT is entered into with the Seminole County Board of County Commissioners (hereinafter referred to as the "County"), the Commission or Council of the Cities of Longwood, Altamonte Springs, Oviedo, Winter Springs, Lake Mary, Sanford, Casselberry (hereinafter referred to as the "Cities"), and the School Board of Seminole County (hereinafter referred to as the "School Board"), collectively referred to as the "Parties".

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

WHEREAS, the County, Cities and the School Board are authorized to enter into this Agreement pursuant to Section 163.01, Section 163.3177(6)(h)2 and Section 1013.33, Florida Statutes (F.S.); and

WHEREAS, the County, Cities, and School Board recognize the following benefits to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: (1) better coordination of the timing and location of new schools with land development, (2) greater efficiency for the school board and local governments by siting 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 designed urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of the factors that contribute to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, the County, Cities and School Board have determined that it is necessary and appropriate for the entities to cooperate with each other to provide adequate public school facilities in a timely manner and at appropriate locations, to eliminate any deficit of permanent student stations, and to provide capacity for projected new growth; and

WHEREAS, Section 1013.33, F.S., 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, F.S., 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

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WHEREAS, Sections 163.3177(7) and 1013.33, F.S., require the County, Cities and School Board to establish jointly the specific ways in which the plans and processes of the School Board and the local governments are to be coordinated; and

WHEREAS, Sections 163.3177(7), 163.3180(13), and 1013.33, F.S., require the County, Cities and School Board to update their Public School Interlocal Agreement to establish school concurrency to satisfy Section 163.3180(12)(g)1, F.S.; and

WHEREAS, the County and Cities are entering into this Agreement in reliance on the School Board's obligation to prepare, adopt and implement a financially feasible capital facilities program to achieve public schools operating at the adopted level of service consistent with the timing specified in the School Board's Capital Facilities Plan, and the School Board's further commitment to update the plan annually to add enough capacity to the Plan in each succeeding fifth year to address projected growth in order to maintain the adopted level of service and to demonstrate that the utilization of school capacity is maximized to the greatest extent possible pursuant to Section 163.3180(13)(c)2, F.S.; and

WHEREAS, the School Board, is entering into this Agreement in reliance on the County and Cities' obligation to adopt amendments to their local comprehensive plans to impose School Concurrency as provided in Section 163.3180(13), F.S.; and

NOW THEREFORE, be it mutually agreed among the School Board, the County and the Cities (hereinafter referred to collectively as the "Parties") that the following definitions and procedures will be followed in coordinating land use, public school facilities planning, and school concurrency.

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SECTION 1 DEFINITIONS

Adjacent Concurrency Service Area: A concurrency service area which is contiguous and touches the boundary of another concurrency service area along one side.

Attendance Zone: The geographic area which identifies the public school assignment for students.

Building Permit: An approval by a local government authorizing residential construction on a specific property.

Capital Outlay, Full Time Equivalent (COFTE) Projections: Florida Department of Education (FDOE) COHORT student enrollment projections for Florida public school districts, issued annually and based on information produced by the demographic, revenue, and education estimating conferences pursuant to s. 216.136 and s. 1013.64(3), as adjusted by the FDOE Office of Educational Facilities and SMART Schools Clearinghouse. The projections do not include students in hospital, homebound, summer school, evening school, etc. since these students do not require an additional student station.

Cities: All municipalities in Seminole County, except those that are exempt from the requirements of school concurrency, pursuant to Section 163.3177(12), F.S.

Charter School: Public schools of choice which operate under a performance contract, or a "charter," in accordance with Section 1002.33, F.S. Charter schools in the Seminole County Public School District are Countywide schools of choice.

Comprehensive Plan: A plan that meets the requirements of Sections 163.3177 and 163.3178, F.S.

Concurrency Service Area (CSA): A geographic unit promulgated by the School Board and adopted by local governments within which the level of service is measured when an application for residential development is reviewed for school concurrency purposes.

Consistency: Compatible with and furthering the goals, objectives and policies of the County and Cities Comprehensive Plan Elements and this Agreement.

Core Facilities: The media center, cafeteria, toilet facilities, circulation space and like areas that do not carry permanent Florida Inventory of School Houses (FISH) capacity in an educational facility.

Developer: Any person, including a governmental agency, undertaking any construction.

Development Approval: Site plan, final subdivision or functional equivalent, issued by a local government granting, or granting with conditions, a Development Application.

Educational Facility: The buildings, equipment, structures, ancillary and special educational use areas that are built, installed or established to serve public school purposes.

Educational Facilities Impact Fee: A fee designated to assist in the funding for acquisition and development of school facilities, owned and operated by the School Board, needed to serve new growth and development.

Educational Plant Survey: A systematic study approved by the Florida Department of Education (FDOE) of present educational and ancillary plants and the determination of future needs to provide an appropriate educational program and services for each

student based on projected capital outlay FTE (COFTE) counts prepared and issued by the FDOE.

Encumbered Capacity: School capacity for a proposed project that set aside for a limited amount of time while the proposed project is undergoing review by the local government.

Exempt Local Government: A municipality which is not required to participate in school concurrency when meeting all the requirements for having no significant impact on school attendance, per Section 163.3177(12)(b), F.S.

Financial Feasibility: An assurance that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of a 5-year capital improvement schedule for financing capital improvements, such as ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees, and developer contributions, which are adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted level-of-service standards are achieved and maintained within the period covered by the 5-year schedule of capital improvements. The requirement that level-of-service standards be achieved and maintained shall not apply if the proportionate-share process set forth in Section 163.3180(12) and (16) is used [ref. 163.3164(32), F.S.].

Five-Year Capital Improvement Plan: The School Board's annually adopted financially feasible, five-year list of capital improvements which provide for student capacity to achieve and maintain the adopted level of service.

Florida Inventory of School Houses (FISH): Data, inventory and numbering system used by the Florida Department of Education, Office of Educational Facilities for parcels of land, buildings and rooms in public educational facilities (hereinafter referred to as "FISH).

Full-Time Equivalent (FTE) Student Count: Fall Semester: The fall semester count of all "full-time equivalent" students, pursuant to Chapter 1011.62, F.S.

Level of Service Standard (LOS): A standard or condition established to measure utilization within a concurrency service area. Current Level of Service is determined by the sum of the FTE student count at the same type of schools within a concurrency service area, divided by the sum of the permanent FISH capacity of the same type of schools within a concurrency service area. Projected or future Level of Service is determined by the sum of the projected COFTE enrollments at the same type of schools within a concurrency service area, divided by the sum of the planned permanent FISH capacity of the same type of schools within a concurrency service area."

Local Governments: Seminole County and its Cities.

Maximum School Utilization: The balance of student enrollment system-wide, to ensure the most efficient operation of each school within the adopted LOS standard, based on the number of permanent student stations according to the FISH inventory, taking into account the Florida Department of Education (FDOE) utilization factor, special considerations such as, core capacity, special programs, transportation costs, geographic impediments, and the requirements of Article IX, Section 1(a) of the Florida Constitution, to prevent disparate enrollment levels to the greatest extent possible.

Modular Classroom: A room designated in FISH within a educational facility which contains student stations and where students receive instruction and which, the life

expectancy of the structure, also as designated in FISH is 35 - 49 years. Modular classrooms generally consist of pre-manufactured concrete and/or steel type structures owned by the School Board.

Permanent School Capacity: The optimal number of students that can be housed for instruction at an educational facility as prescribed in SBE Rule 6A-2.0010, F.A.C. (SREF Section 6.1) in permanent and modular type classroom spaces designated in FISH.

A. Permanent capacity of an elementary school is equal to the sum of student stations assigned to permanent and modular classrooms at the school.

B. Permanent capacity of a middle school is 90% of the sum of student stations assigned to permanent and modular classrooms at the school.

C. Permanent capacity of secondary level [high] schools is less than the sum of student stations assigned to permanent and modular classrooms at the school. The amount less is prescribed in SBE Rule 6A-2.0010, F.A.C. (SREF Section 6.1). For high schools exceeding 1500 satisfactory student stations, the school capacity is 95% of the sum of student stations assigned to permanent and modular classrooms at the school.

Permanent Classroom: A room designated in FISH within an educational facility which contains student stations and where students receive instruction and which, the life expectancy of the structure, also as designated in FISH, is 50 years or more.

Permanent Student Station: A designated space contained within a permanent building or structure that can accommodate a student for an instructional program and is designated satisfactory in FISH data. The total number of permanent student stations at a educational facility is determined by the sum of individual permanent student stations at the facility. Permanent buildings or structure types are designated by the School Board and include permanently constructed buildings having a life expectancy of 50 years or more and modular buildings as identified in FISH, having a life expectancy exceeding 35 years or more.

Planning Technical Advisory Committee (PTAC): PTAC was formally created and established by the *Interlocal Planning Coordination Agreement of 1997.* This committee is comprised of planning staff representatives from Seminole County, each of the seven municipal corporations within the County, and the Seminole County School Board. PTAC serves as an advisory committee and working group to enhance intergovernmental coordination of comprehensive plan programs and assists in ensuring consistency between these programs and issues of multi-jurisdictional concern.

Proportionate Share Mitigation: A developer improvement or contribution identified in a binding and enforceable agreement between the Developer, the School Board and the local government with jurisdiction over the approval of the development approval to provide compensation for the additional demand on educational facilities created through the residential development of the property, as set forth in Section 163.3180(13)(e), F.S.

Proposed New Residential Development: Any application for new residential development or any amendment to a previously approved residential development, which results in an increase in the total number of housing units.

Public Facilities: Civic capital assets including, but not limited to, transit, sanitary sewer, solid waste, potable water, public schools, parks, libraries and community buildings.

Public School Concurrency Program: A program established by Seminole County, each of the seven municipal corporations within the County, and the Seminole County School Board to meet the requirements of Sections 163.31777, 163.3180, and 1013.33, F.S.

Public Schools Facilities Planning Committee (PSFPC): The PSFPC is created and established by this agreement. This committee is comprised of one elected official, or their designee, from Seminole County, each of the seven municipal corporations within the County, and the Seminole County School Board. The PSFPC is responsible for the oversight of the school concurrency program established in this agreement, and hears recommendations from PTAC on school planning issues and may make recommendations to the School Board.

Relocatable Classroom: A structure with a life expectancy less than 35 years, mobile trailer structures, or transportable wood frame structures.

Reserved Capacity: School capacity that is assigned to a proposed project once it has received a Development approval for the project's Development Application.

Residential Development: Any development that is comprised of dwelling units, in whole or in part, for permanent human habitation.

School Board: The governing body established under Article IX, Section 4, of the Florida Constitution.

School Capacity: See permanent school capacity.

School Capacity Availability Letter of Determination (SCALD): A letter prepared by the School Board of Seminole County, identifying if school capacity is available to serve a residential project, and if capacity exists, recommending whether the proposed development should be approved or has been vested.

School District: The School District of Seminole County is created pursuant to Article IX, Section 4, of the Florida Constitution.

School Impact Analysis (SIA): A formal description of a residential project subject to school concurrency review provided by the developer for School Board review in accordance with Section 12.1 of this Agreement.

Student Station: A satisfactory space contained within a building or structure as designated in FISH that can accommodate a student for an instructional program.

Temporary Classroom: Also referred to as a relocatable classroom. A room designated in FISH within an educational facility which contains student stations and where students receive instruction and which, the life expectancy of the structure, also as designated in FISH, is less than 35 years. Temporary classrooms generally consist of mobile trailer structures or transportable wood frame type structures. Student stations in temporary/relocatable classrooms shall not be considered for the purposes of determining concurrency or included in any capacity determination of any CSA.

Educational Facilities Work Plan: The School Board's annual capital planning document that includes long-range planning for facilities needs over 5-year and 10-year periods.

Tiered Level of Service: A level of service which is graduated over time, used to achieve an adequate and desirable level of service at the end of a specified period of time, as permitted by the Florida Statutes.

Type of School: An educational facility providing the same grade level of education, i.e.: elementary (grades PK-5), middle (grades 6-8), or high school (grades 9-12) or special purpose school such as magnet school.

Utilization: The comparison of the total number of students enrolled to the total number of permanent student stations as determined by FISH at a school facility.

SECTION 2 COMMITTEES AND DUTIES

2.1 Planning Technical Advisory Committee (PTAC). PTAC will meet, at a minimum on a semi-annual basis, in July and January, to discuss issues and formulate recommendations to the PSFPC 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, ancillary infrastructure improvements needed to support the schools, School Board Five-Year Capital Improvement Plan and the Public School Concurrency Program. Representatives from the Regional Planning Council will also be invited to attend. A designee of the School Board shall be responsible for coordinating and convening the semi-annual meeting.

2.2 Public Schools Facilities Planning Committee (PSFPC). The Parties hereby establish a Public Schools Facilities Planning Committee for the purpose of reviewing recommendations from PTAC on land use and school facilities planning, including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, ancillary infrastructure improvements needed to support the school, potential sites for new schools, and proposals for significant renovation and potential closure of existing schools. Based on the review of PTAC's recommendations, the PSFPC will submit recommendations to the School Board. Additionally, the PSFPC will be a standing committee to review the School Board Five-Year Capital Improvement Plan in accordance with Sections 4.1 and 10 of this Agreement, and serve as the required oversight committee for the Public School Concurrency Program as detailed in Section 14 of this Agreement.

The PSFPC will meet annually in a joint School Board workshop upon receipt of the draft School Board Educational Facilities Work Plan (Work Plan) from the School Board to discuss the Work Plan, submitted to the Department of Education. A representative of the Regional Planning Council will also be invited to attend. The joint workshop will provide the opportunity for the County, the Cities, 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, joint use opportunities, and school concurrency.

SECTION 3 STUDENT ENROLLMENT AND POPULATION PROJECTIONS

3.1 Population and Student Enrollment Projections Distributed Annually. 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 of population growth and student enrollment. At the annual July PTAC meeting described at Subsection 2.1, the County and Cities shall provide updated five year population projections and the School Board will supply the annually updated student enrollment projections.

3.2 Student Projections. The Parties agree to use student population projections per Section 1013.31(1)(b)2, F.S. based on Capital Outlay Full Time Equivalent (COFTE) cohort projections issued by FDOE in July of each year.

3.3 PTAC Review. PTAC will review quantity, type and school distribution of COFTE student enrollment projections.

SECTION 4 COORDINATING AND SHARING OF INFORMATION

4.1 School Board Educational Facilities Work Plan. By August 1st of each year, the School Board shall submit to the County, each City and the Public Schools Facilities Planning Committee (PSFPC) the School Board Educational Facilities Work Plan prior to adoption by the Board.

A. The Plan will be consistent with the requirements of Section 1013.35, F.S., 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- and 10-year time periods.

B. The Plan will also include the financially feasible School Board Capital Improvement Plan for a 5-year period. The Cities and County shall review the plan and provide written comments to the School Board annually prior to September 1st.

4.2 Educational Plant Survey. PTAC will assist the School Board in an advisory capacity in the preparation and update of the Educational Plant Survey. The Educational Plant Survey shall be consistent with the requirements of Section 1013.33, F.S. Upon receipt of the Educational Plant Survey, PTAC will have fifteen (15) calendar days to evaluate and make recommendations regarding the location and need for new schools, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the local government comprehensive plan and relevant issues listed in Subsections 5.2, 5.3, 6.1, 7.1, and 8.1 of this Agreement.

SECTION 5 SCHOOL SITE SELECTION, REMODELING, AND SCHOOL CLOSURES

5.1 New School Sites. When the need for a new school is identified in the School Board's Five-Year Capital Improvement Plan, PTAC will review a list of potential sites in the area of need. Potential sites for new schools will be submitted to the local government with jurisdiction for an assessment regarding consistency with the local government Comprehensive Plan. This jurisdiction shall have

20 working days upon receipt of the request to respond with a consistency determination. If the site is consistent with the local government comprehensive plan and the School Board authorizes the acquisition of the property, the School Board shall proceed through the appropriate site plan review process. If a determination is made that a proposed school site is not consistent with the Comprehensive Plan, the local government shall identify whether it will support necessary amendments to the comprehensive plan to make the school site consistent. The coordination process shall be in accordance with Chapter 1013.33, F.S.

5.2 **School Site Plan Review.** Once a school site has been selected and site design has begun, the School Board shall comply with the appropriate site plan review process set forth within the applicable land development regulations. Nothing in this agreement exempts school sites from the site plan review process and ensuring the site plan is consistent with both the comprehensive plan and land development regulations. Standards and conditions shall not be imposed which conflict with the requirements established in Chapter 1013, F.S. or the Florida Building Code, unless otherwise agreed to by the School Board as a part of this Agreement.

A. The School Board shall not be required to obtain or condemn public right-of-way from private property owners for the purposes of constructing off-site infrastructure of which it is intended that fee simple title of the acquired right-of-way be transferred to the County or City.

B. The County and Cities shall exempt the School Board from the payment of planning and development fees, including but not limited to plan amendment fees, zoning and/or site plan fees, special exception fees, right-of-way utilization fees, permit fees, subdivision fees, and vacate fees, as may be required by the County or Cities in the development review process. The School Board shall be responsible for the payment of fees associated with advertising related public hearings.

C. The County and Cities shall accept the St. Johns River Water Management District permit for an educational facility to find that storm water collection, treatment, retention and drainage within a school site is sufficient. If off-site impacts are present, the County or City having jurisdiction may impose conditions on the application as provided in the jurisdiction's land development regulations.

5.3 **Remodeling and Closures.** When the need for a remodeling project that changes the primary use of a facility, resulting in a greater than 5 percent increase or decrease in student capacity, or the closure of a school has been identified in the School Board Five-Year Capital Improvement Plan, PTAC shall notify the PSFPC and make recommendations on the impacts the renovation or closure will have on the adopted level of service for schools.

5.4 **Joint Consideration of On-Site and Off-Site Improvements.** In conjunction with the land use consistency determination described in Subsection 5.1 of this Agreement, the School Board and the effected local government will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed remodeling of an existing school. The School Board and the effected local government will agree to the timing,

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

SECTION 6 LOCAL PLANNING AGENCIES (LPA), COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS

6.1 **Appointed LPA Members.** The County and Cities will include School Board representative on the local planning agencies, or equivalent agencies, to attend those meetings at which the agendas 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 appointed School Board representative.

6.2 **County and City Development Applications Shared with the School Board.** The County and the Cities shall give the District Superintendent notification of land use applications and development proposals pending before them that may effect student enrollment, enrollment projections, or school facilities in accordance with Section 12 of this Agreement. Such notice will be provided within 10 working days with receipt of the application. This notice requirement applies to amendments to the comprehensive plan future land use map, rezonings, developments of regional impact, and/or major residential or mixed-use development projects.

6.3 **Criteria for Evaluating Residential Development Applications.** The County and Cities will consider the following issues, in addition to the review process for school concurrency described in Section 13, when reviewing Comprehensive Plan amendments and rezonings for residential development proposals:

A. School Board comments on residential development proposals;

B. The provision of school sites and facilities within neighborhoods;

C. The 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;

6.4 **Formulating City and County Plans and Programs.** In formulating community development plans and programs, the County and Cities will consider the following issues:

A. Scheduling of capital improvements that are coordinated with and meet the capital needs identified in the School Board's Five–Year Capital Improvement 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 CO-LOCATION AND SHARED USE

7.1 Co-Location and Shared Use. The co-location and shared use of facilities are important to both the School Board and local governments. The School Board will seek opportunities to co-locate and share use of school facilities and civic facilities when preparing the Board's Five–Year Capital Improvement Plan. Likewise, co-location 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. Opportunities for co-location and shared use with public schools will be considered for the following:

A. Libraries;

B. Parks and recreation facilities;

C. Community centers;

D. Auditoriums;

E. Learning centers;

F. Museums;

G. Performing arts centers;

H. Stadiums; and

I. Governmental facilities.

7.2 Mutual Use Agreement. For each instance of co-location and shared use, the School Board and local government shall enter into a separate agreement which addresses 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 8 SPECIFIC RESPONSIBILITIES OF THE PARTIES

8.1 Specific Responsibilities of the County and Cities. When the Comprehensive Plan amendments adopted in accordance with this Agreement become effective, the County and Cities shall undertake the following activities:

A. Adopt the required school concurrency provisions into their Land Development Regulations (LDR) consistent with the time frame established by law, the requirements of this Agreement, and the County and Cities' Comprehensive Plans, unless electing to be bound by the provisions established by the County.

B. Withhold the approval of any site plan, final subdivision, or functional equivalent for new residential units not exempted under Section 12.1(C) of this Agreement, until the School Board has reported that there is school capacity available or a mitigation agreement has been reached.

C. Share information with the School Board regarding population projections, projections of development and redevelopment for the coming year, infrastructure required to support educational facilities, and amendments to future land use plan elements consistent with the requirements of this Agreement.

D. Maintain data for approved new residential development. The data shall be provided to the School Board annually by October 15th, and include at a minimum, the following:

1. Development name and location.
2. Total number of dwelling units by unit type as defined in the most recently adopted public schools impact fee ordinance.
3. Impact fee calculation.
4. Total number of dwelling units with certificates of occupancy (CO) by Development.

E. Transmit site plans, final subdivision or functional equivalency for approved new residential development upon request by the School Board.

8.2 **Specific Responsibilities of the School Board.** By entering into this Agreement, the School Board agrees to undertake the following activities:

A. Annually prepare and update a financially feasible Five-Year Capital Improvement Plan to meet the anticipated demand for student stations identified by the COFTE projections so that no Concurrency Service Area exceeds the adopted level of service.

B. Consider school attendance boundary adjustments as may be appropriate to maximize the utilization of capacity in order to ensure that all schools of each type (elementary, middle, high) in each Concurrency Service Area and each individual school operate at the adopted level of service, consistent with the requirements of this Agreement and School Board Policy 5.30. Initiation of attendance boundaries shall be at the sole discretion of the School Board.

C. Construct capacity enhancing and remodeling projects necessary to maintain the adopted level of service consistent with the Five-Year CIP.

D. Provide the County and Cities with the required data and analysis updated annually to support the Comprehensive Plan elements and any amendments relating to school concurrency.

E. Adopt a five- and ten-year CIP consistent with the requirements of this Agreement.

F. Review proposed new residential developments for compliance with concurrency standards, consistent with the requirements of this Agreement.

G. Consider and approve proportionate share mitigation options for new residential development as appropriate.

H. Prepare annual reports on enrollment and capacity, consistent with the requirements of this Agreement.

I. Provide necessary staff and material support for meetings of the PSFPC as required by this Agreement.

J. Provide information to the County and Cities regarding enrollment projections, school siting, infrastructure necessary to support educational

facilities, and amendments to future land use plan elements consistent with the requirements of this Agreement.

SECTION 9 SCHOOL BOARD CAPITAL IMPROVEMENT PLAN

9.1 School Board's Five-Year Capital Improvement Plan. In preparation of the School Board's Five-Year Capital Improvement Plan and each annual update, the School Board shall undertake the following:

A. Update and adopt the School Board's Five-Year Capital Improvement Plan for public schools in Seminole County on or before September 30th of each year.

B. Specify all new construction, remodeling or renovation projects which will add permanent capacity or modernize existing facilities.

C. Prepare the School Board's Five-Year Capital Improvement Plan and each annual update to provide a financially feasible program of school construction for a five (5) year period.

D. Include school construction projects which, when completed, will add sufficient permanent capacity to achieve and maintain the adopted LOS standard for all schools based on the projected COFTE enrollment; provide for required modernizations; and satisfy the School Board's constitutional obligation to provide a uniform system of free public schools on a county-wide basis.

E. Include a description of each school project, in the School Board's Five-Year Capital Improvement Plan.

F. Maximize utilization of existing schools so that proposed projects add the necessary permanent capacity to maintain the adopted Level of Service standard.

G. The School Board's Five-Year Capital Improvement Plan and each annual update shall identify the projected enrollment, capacity and utilization percentage of all schools.

9.2 Educational Facilities Work Plan. In addition to the adopted School Board's Five-Year Capital Improvement Plan, the School Board shall annually adopt a five-year and ten-year work plan based upon revenue projections, COFTE enrollment projections and facility needs for the five-year and ten-year period. It is recognized that the projections in the five- and ten-year time frames are tentative and should be used only for general planning purposes. Upon completion, the Educational Facilities Work Plan will be transmitted to the local governments.

9.3 Transmittal. The School Board shall transmit to the County, the local governments and the PSFPC copies of the proposed Educational Facilities Work Plan and the Five-Year CIP for review and comment. Transmittal to the PSFPC, the Cities and the County shall occur on or before August 1st of each year commencing after the effective date of this Agreement.

9.4 Adoption. Unless the adoption is delayed by mediation or a lawful challenge, the School Board shall adopt their Five-Year Capital Improvement Plan no later than September 30th, and it shall become effective no later than October 1st of each year.

9.5 Amendments to the School Board's Five-Year Capital Improvement Plan. The School Board shall not amend the School Board's Five-Year Capital Improvement Plan so as to modify, delay or delete any project in the first three (3) years of the Plan unless the School Board, with the concurrence of a majority vote by its Board members, provides written confirmation that:

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

B. The modification, delay or deletion of a project is occasioned by unanticipated change in enrollment projections or growth patterns or is required in order to provide needed capacity in a location that has a current greater need than the originally planned location and does not cause the adopted LOS to be exceeded in the Concurrency Service Area from which the originally planned project is modified, delayed or deleted; or

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

D. The PSFPC, as the required oversight committee for school concurrency as detailed in Section 14 of this Agreement, has had the opportunity to review the proposed amendment and has submitted its recommendation to the Superintendent or designee.

E. The School Board may amend at anytime its Five-Year Capital Improvement Plan to add necessary capacity projects to satisfy the provisions of this Agreement. For additions to the Five-Year Capital Improvement Plan, the School Board must demonstrate its ability to maintain the financial feasibility of the Plan.

SECTION 10 COMPREHENSIVE PLAN ELEMENTS

10.1 Required Comprehensive Plan Amendments. The County and the Cities agree to adopt the following Comprehensive Plan amendments **no later than January 1, 2008**.

A. An amended Capital Improvement Element (CIE) that includes the portion of the adopted School Board's Five-Year Capital Improvement Plan dealing with capacity improvements. The amended information shall be included in the next Comprehensive Plan amendment, but no later than December 1st, following the annual adoption of the Five-Year Capital Improvement Plan by the School Board. This will ensure that the CIE uniformly sets forth a financially feasible public school capital facilities program, consistent with the adopted Level of Service standards for public schools.

B. A Public School Facilities Element (PSFE) consistent with the requirements of Sections 163.3177(12) and 163.3180, F.S. and this Agreement.

C. An amended Intergovernmental Coordination Element as required by Section 163.3177(6)(h)1 and 2, F.S. and this Agreement.

D. Each jurisdiction's amendments shall be consistent with this Agreement, and those adopted by the other jurisdictions as required by Section 163.3180, F.S.

10.2 Development, Adoption, and Amendment of the Capital Improvements Element (CIE). An annual update or any amendment to the School Board's Five-Year Capital Improvement Plan by the School Board, once adopted by the School Board, shall be transmitted to the County and the Cities. The County and the Cities shall adopt the capacity portions of the School Board's Five-Year Capital Improvement Plan into the Capital Improvement Element of their Comprehensive Plans.

A. The County and the Cities, by adopting the capacity portions of "The Seminole County Public School's Five-Year Capital Improvement Plan" in the Capital Improvements Element of the Local Government's Comprehensive Plan, shall have neither the obligation nor the responsibility for funding or accomplishing the School Board Five-Year Capital Improvement Plan.

10.3 Development, Adoption, and Amendment of the Public School Facilities Element (PSFE). The County and the Cities shall adopt a Public School Facilities Element which is consistent with those adopted by the other local governments within the County. The PSFE must also be consistent with this Agreement, Chapter 163.3177(12), F.S., and Rule 9J-5.025, F.A.C. The County and the Cities shall notify the PSFPC when this element is adopted and when the element becomes effective.

A. In the event that it becomes necessary to amend the PSFE, the local government wishing to initiate an amendment shall request review through the PSFPC prior to transmitting the amendment to the Department of Community Affairs pursuant to Section 163.3184, F.S. The PSFPC shall be responsible for distributing the amendment to all Parties to this Agreement for review and comment.

1. To achieve required consistency, all local governments shall adopt the amendment in accordance with the statutory procedures for amending comprehensive plans.

2. If any local government objects to the amendment and the dispute cannot be resolved between or among the Parties, the dispute shall be resolved in accordance with the provisions set forth in this Agreement. In such a case, the Parties agree not to adopt the amendment until the dispute has been resolved.

B. Any local issues not specifically required by Statute or Rule in the PSFE may be included or modified in the Local Government PSFE by following the normal Comprehensive Plan amendment process.

SECTION 11 SCHOOL CONCURRENCY PROGRAM

11.1 Commencement of School Concurrency. The School Concurrency Program described in this Agreement shall commence on **January 1, ~~2009~~ 2008**.

11.2 Concurrency Service Areas (CSA). The Parties hereby agree that School Concurrency shall be measured and applied using a geographic area known as a Concurrency Service Area (CSA) which coincides with groupings of school attendance zones within each school type based on adjacency, as established in this Agreement. The mapping of the CSAs shall be included in the data and analysis of the Public School Facilities Element and are provided in Appendix "A" of this Agreement.

A. CSAs will be described geographically in the Comprehensive Plan pursuant to Section 163.3180 (13)(g)(5), F.S. Maps of the CSA boundaries will be included as support documents as defined in Rule 9J-5.003, FAC and may be updated from time to time by the School Board.

B. The County and Cities shall adopt the standards for modification of the Concurrency Service Area maps as defined here into the PSFE of the Comprehensive Plan based upon School Board Policy 5.30, titled "Student Assignment".

C. As future school attendance zone changes are required for schools programmed in the Seminole School Board Five-Year Capital Improvement Plan, the CSAs shall be modified to the greatest extent possible to provide maximum utilization.

D. Any Party may propose a change to the CSA boundaries. Prior to adopting any change, the School Board must verify that as a result of the change:

1. The adopted level of service standards will be achieved and maintained for each year of the five-year planning period; and

2. The utilization of school capacity will be maximized to the greatest extent possible, taking into account transportation costs, and other relevant factors.

E. The Parties shall observe the following process for modifying CSA maps:

1. Changes in school attendance boundaries shall be governed by School Board Policy 5.30, Section 120.54 F.S. and applicable uniform rules for administrative proceedings.

2. At such time as the School Board determines that a school(s) attendance boundary is appropriate considering the above standards, the School Board shall transmit the revised attendance zones or CSAs and data and analysis to support the changes to the Cities, to the County, and to the PSFPC.

3. The County, Cities, and PSFPC shall review the proposed amendment within the times prescribed by Section 120.54 F.S.

4. The change to a Concurrency Service Area boundary shall conform to revised attendance boundaries and become effective upon final adoption.

F. Charter schools and magnet schools will not have their own CSA. Charter and magnet schools are open to all students residing within the district and students are generally accepted through application approval. These special public schools vary in size, and may target a specific type of student and can limit the age groups or grade levels.

11.3 Level of Service (LOS) Standard. To ensure the capacity of schools is sufficient to support student growth, the County, Cities and School Board shall adopt a LOS standard for schools. The Parties hereby agree that the desired LOS standard shall be 100% of the aggregate permanent FISH capacity for each school type within each CSA.

To financially achieve the desired LOS standard at the high school level, a tiered LOS standard is established as follows:

	2008-2012	Beginning 2013
Elementary and Middle School CSA	100% of Permanent FISH Capacity	100% of Permanent FISH Capacity
High School CSA	110% of Permanent FISH Capacity	100% of Permanent FISH Capacity

11.4 School Concurrency Regulations. ~~Within 18 months of the effective date of this agreement, each~~ Each Local Government shall adopt school concurrency provisions into its land development regulations (LDRs) consistent with the requirements of this Agreement.

A. The County and the Cities shall amend their LDRs to adopt school concurrency provisions for the review of development approvals.

1. In the event that any participating City does not adopt LDRs within 18 months, that government shall be deemed to have "opted in" to the County regulations and agrees to be bound by the terms and provisions therein until it adopts its own ordinance.

2. At any time, any Local Government may opt out of the County's implementing ordinance through implementing its own ordinance.

SECTION 12 UNIFORM SCHOOL CONCURRENCY PROCESS

12.1 General Provisions. The County, the Cities and the School Board shall ensure that the Level of Service Standard established for each school type is maintained.

A. No site plan, final subdivision, or functional equivalent for new residential development may be approved by the County or Cities, unless the residential development is exempt from these requirements as provided in Section 12.1(C) of this Agreement, or until a School Capacity Availability Letter Determination (SCALD) has been issued by the School Board to the local government indicating that adequate school facilities exist.

B. A local government may condition the approval of the residential development to ensure that necessary school facilities are in place.

This shall not limit the authority of a local government to deny a site plan, final subdivision or its functional equivalent, pursuant to its home rule regulatory powers.

C. The following residential uses shall be considered exempt from the requirements of school concurrency:

1. All residential lots of record at the time the School Concurrency implementing ordinance becomes effective.

2. Any new residential development that has a site plan approval, final subdivision or the functional equivalent for a site specific development approval prior to the commencement date of the School Concurrency Program.

3. Any amendment to any previously approved residential development, which does not increase the number of dwelling units or change the type of dwelling units (single-family, multi-family, etc.).

4. Any age restricted community with no permanent residents under the age of eighteen (18). An age restricted community shall be subject to a restrictive covenant on all residential units limiting the age of permanent residents to 18 years and older.

D. Upon request by a developer submitting a land development application with a residential component, the School Board shall issue a determination as to whether or not a development, lot or unit is exempt from the requirements of school concurrency and submit a copy of the determination to the local government within 10 days.

12.2 School Concurrency Application Review

A. Any developer submitting a development permit application (such as site plan or final subdivision) with a residential component that is not exempt under Section 12.1(C) of this Agreement is subject to school concurrency and shall prepare and submit a School Impact Analysis (SIA) to the School Board for review.

B. The SIA shall indicate the location of the development, the number of dwelling units by unit type (single-family detached, single family attached, multi-family, apartments), a phasing schedule (if applicable), and age restrictions for occupancy (if any). The School Board concurrency test shall follow the following steps:

1. *Test Submittal.* The developer shall submit a SIA to the School Board with a copy to the local government with jurisdiction over the proposed development. The completed SIA must be submitted a minimum of five working days but not more than 30 days prior to Development Application submittal to the local government. The School Board shall perform a sufficiency review on the SIA application. An incomplete SIA application will be returned to the Owner/Developer without processing. The School Board will have 20 working days to determine sufficiency and complete the Test Review. The School Board may charge the applicant a non-refundable application fee payable to the School

Board to meet the cost of review in accordance with Florida Statutes.

2. *Test Review.* Each SIA application will be reviewed in the order in which it is received by the School Board.

3. *Passing the Test.* If the available capacity of public schools for each type within the CSA [or contiguous CSAs as provided for in 12.3(C) below] containing the proposed project is equal to or greater than the proposed project's needed capacity, the concurrency test is passed. The School Board will issue a School Capacity Availability Letter of Determination (SCALD) identifying the school capacity available to serve the proposed project and that said capacity has been encumbered for the proposed project for a period of one year. A capacity encumbrance fee will be established during the regulatory phase of this process.

4. *Failing the Test.* If the available capacity of public schools for any type within the CSA (or contiguous CSAs as provided for in 12.3(C) below) containing the proposed project is less than the proposed project's needed capacity, the concurrency test is failed. The School Board will issue a School Capacity Availability Letter of Determination (SCALD) and inform the developer. If capacity is not available the School Board will advise the developer of the following options:

   a. Accept a 30 day encumbrance of available school capacity, and within the same 30 day period, amend the Development Application to balance it with the available capacity; or

   b. Accept a 60 day encumbrance of available school capacity, and within the same 60 day period, negotiate with the School Board and the local government on a Proportionate Share Mitigation plan as outlined in Section 12.5 below; or

   c. Appeal the results of the failed test pursuant to the provisions in Section 12.8 below; or

   d. Withdraw the SIA application.

5. Test Abandonment. If no option under Section 12.2(B)(4) above is exercised by the developer within 45 days, then the application shall be deemed abandoned.

12.3 Methodology. The methodology for performing the concurrency test shall follow the steps outlined below:

A. To determine a proposed development's projected students, the proposed development's projected number and type of residential units shall be converted into projected students for all schools of each type within the specific CSA using the adopted Student Generation Multiplier, as established in the most current adopted Seminole County BCC Public School Impact Fee Ordinance.

B. New school capacity within a CSA which is in place or under actual construction in the first three years of the School Board's Capital Improvement Plan will be added to the capacity shown in the CSA, and is counted as available capacity for the residential development under review.

C. If the projected student growth from a residential development causes the adopted LOS to be exceeded in the CSA, an adjacent CSA which is contiguous with and touches the boundary of, the concurrency service area within which the proposed development is located shall be evaluated for available capacity. An adjacency evaluation review shall be conducted as follows:

1. In conducting the adjacency review, the School Board shall first use the adjacent CSA with the most available capacity to evaluate projected enrollment impact and, if necessary, shall continue to the next adjacent CSA with the next most available capacity.

2. Consistent with Rule 6A-3.0171, F.A.C., at no time shall the shift of impact to an adjacent CSA result in a total morning or afternoon transportation time of either elementary or secondary students to exceed fifty (50) minutes or one (1) hour, respectively. The transportation time shall be determined by the School Board transportation routing system and measured from the school the impact is to be assigned, to the center of the subject parcel/plat in the amendment application, along the most direct improved pubic roadway free from major hazards.

12.4 Development Review Table. The School Board shall create and maintain a Development Review Table (DRT) for each CSA, and will use the DRT to compare the projected students from proposed residential developments to the CSAs available capacity programmed within the first three years of the current five-year capital planning period.

A. Student enrollment projections shall be based on the most recently adopted School Board Capital Facilities Work Program, and the DRT shall be updated to reflect these projections. Available capacity shall be derived using the following formula:

Available Capacity = School Capacity[1] – (Enrollment[2] + Approved[3])

Where:

[1]School Capacity = Permanent School Capacity as programmed in the first three (3) years of the School Board's Five-Year CIP.

[2]Enrollment = Student enrollment as counted at the Fall FTE.

[3]Approved = Students generated from approved residential developments after the implementation of school concurrency.

B. Using the Fall FTE, the vested number of students on the DRT will be reduced by the number of students represented by the residential units that received certificates of occupancy within the previous twelve (12) month period.

12.5 Proportionate Share Mitigation. In the event there is not available school capacity to support a development, the School Board shall entertain proportionate share mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the developer to mitigate the impact from the development through the creation of additional school capacity.

A. When the anticipated student impacts from a proposed development cause the adopted LOS to be exceeded, the developer's proportionate share will be based on the number of additional student stations necessary to achieve the established LOS. The amount to be paid will be calculated by the cost per student station for elementary, middle and high school as determined and published by the State of Florida.

B. The methodology used to calculate a developer's proportionate share mitigation shall be as follows:

Proportionate Share = ([1]Development students - Available Capacity) x [2]Total Cost per student station

Where:

[1]Development students = those students from the development that are assigned to a CSA and have triggered a deficiency of the available capacity.

[2]Total Cost = the cost per student station as determined and published by the State of Florida.

C. The applicant shall accept a 90 day encumbrance of available school capacity, and within the same 90 day period enter into negotiations with the School Board in an effort to mitigate the impact from the development through the creation of additional capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer shall enter into a binding and enforceable development agreement with the School Board.

1. A mitigation contribution provided by a developer to offset the impact of a residential development must be directed by the School Board toward a school capacity project identified in the School Board's Five-Year Capital Improvement Plan. Capacity enhancing projects identified within the first three (3) years of the Five-Year Capital Improvement Plan shall be considered as committed in accordance with Section 9.5 of this Agreement.

2. If capacity projects are planned in years four (4) or five (5) of the School Board's Five-Year Capital Improvement Plan within the same CSA as the proposed residential development, the developer may pay his proportionate share to mitigate the proposed development in accordance with the formula provided in Section 12.5(B) of this Agreement.

3. If a capacity project does not exist in the Capital Improvement Plan, the School Board will add a capacity project to satisfy the impacts from a proposed residential development, if it is funded through the developer's proportionate share mitigation

contributions. Mitigation options may include, but are not limited to:

a. Contribution of land or payment for land acquisition suitable for and in conjunction with, the provision of additional school capacity; or

b. Mitigation banking based on the construction of a educational facility in exchange for the right to sell capacity credits; or

c. Provide modular or permanent student stations acceptable for use as an educational facilities; or

d. Provide additional student stations through the remodeling of existing buildings acceptable for use as an educational facility; or

e. Construction or expansion of permanent student stations at the impacted school within the CSA; or

f. Construction of a educational facility in advance of the time set forth in the School Board's Five-Year Capital Improvement Plan.

D. For mitigation measures (a) thru (f) above, the estimated cost to construct the mitigating capacity will reflect the estimated future construction costs at the time of the anticipated construction. Improvements contributed by the developer shall receive school impact fee credit.

E. Developer shall receive an impact fee credit for the proportionate share mitigation. Credits will be given for that portion of the impact fees that would have been used to fund the improvements on which the proportionate fair share contribution was calculated. The portion of impact fees available for the credit will be based on the historic distribution of impact fee funds to the school type (elementary, middle, high) in the appropriate CSA. Impact fee credits shall be calculated at the same time as the applicant's proportionate share obligation is calculated. Any school impact fee credit based on proportionate fair share contributions for a proposed development cannot be transferred to any other parcel or parcels of real property within the CSA.

F. A proportionate share mitigation contribution shall not be subsequently amended or refunded after final site plan or plat approval to reflect a reduction in planned or constructed residential density.

G. Impact fees shall be credited against the proportionate share mitigation total.

H. Any proportionate share mitigation must be directed by the School Board toward a school capacity improvement identified in the School Board's Five-Year Capital Improvement Plan.

I. Upon conclusion of the negotiation period, a second Determination Letter shall be issued. If mitigation is agreed to, the School Board shall issue a new Determination Letter approving the development subject to those mitigation measures agreed to by the local government, developer and

the School Board. Prior to, site plan approval, final subdivision approval or the functional equivalent, the mitigation measures shall be memorialized in an enforceable and binding agreement with the local government, the School Board and the Developer that specifically details mitigation provisions to be paid for by the developer and the relevant terms and conditions. If mitigation is not agreed to, the Determination Letter shall detail why any mitigation proposals were rejected and why the development is not in compliance with school concurrency requirements. A SCALD indicating either that adequate capacity is available, or that there is not a negotiated proportionate share mitigation settlement following the ninety (90) day negotiation period as described in Section 12.5(C) of this Agreement, constitutes final agency action by the School Board for purposes of Chapter 120, F.S.

12.6 **School Concurrency Approval.** Issuance of a SCALD by the School Board identifying that adequate capacity exists indicates only that school facilities are currently available, and capacity for the proposed development has been encumbered. Capacity will not be reserved until the local government issues a Development Approval.

A. A local government shall not issue a Development Approval for a residential development until receiving confirmation of available school capacity in the form of a SCALD from the School Board. The Development Approval shall include a reference to the findings of the SCALD indicating that the project meets school concurrency.

B. Local governments shall notify the School Board within ten (10) working days of any official change in the validity (status) of a Development Approval for a residential development.

C. The Local Government shall not issue a building permit or its functional equivalent for a non-exempt residential development until receiving confirmation of available school capacity from the School Board in the form of a SCALD. Once the local government has issued a final development approval, school concurrency for the residential development shall be valid for the life of the final development approval.

12.7 **Reserved Capacity.** School capacity will be reserved when there is a final disposition of the Development Application by the local government. If the local government approves the Development Application by means of a Development Approval, or its equivalent, the School Board shall move the school capacity from encumbered status to reserved status for the proposed project. When the local government issues a Development approval for a residential project it shall notify the School Board within 10 working days. The duration for which capacity is reserved shall be subject to the respective municipality's Land Development Code, but shall not exceed two years from the date of approval or the issuance of a building permit, whichever occurs first. If the building permit once issued expires under the development regulations of the local government, the project will lose its reserved capacity. Should a Development Approval for a residential development expire, the subject municipality shall notify the School Board. A capacity reservation fee will be established during the regulatory phase of this process.

12.8 Appeal Process. A person substantially affected by a School Board's adequate capacity determination made as a part of the School Concurrency Process may appeal such determination through the process provided in Chapter 120, F.S.

SECTION 13 OVERSIGHT

13.1 Oversight. The PSFPC will serve as the required oversight committee for school concurrency to monitor and evaluate the school concurrency program. The committee shall appoint a chairperson, meet at a minimum, semi-annually in mid-September and mid-March in accordance with the laws of Florida governing public meetings, and report to participating local governments, the School Board and the general public on the effectiveness with which this Agreement is being implemented. A representative of the School Board shall be responsible for coordinating the semiannual meeting.

A. The monitoring and evaluation of the school concurrency process is required pursuant to Section 163.3180(13)(g)(6)(c), F.S., and Section 2 of this Agreement. The PSFPC shall be responsible for preparing an annual assessment report on the effectiveness of the School Concurrency System. The report will be made available to the public and presented at the PSFPC March meeting.

B. The PSFPC members shall be invited to attend all meetings referenced in Section 2 and shall receive copies of all reports and documents produced pursuant to this Agreement.

The PSFPC shall evaluate the effectiveness of the CSAs for measuring the LOS and consider making recommendations to amend the CSA Map.

C. By August 1st of each year, the PSFPC shall receive the proposed School Board's District Educational Facilities Work Plan and the Five-Year Capital Improvement Plan. The PSFPC will report to the School Board, the County, and the Cities on whether or not the proposed Five-Year Capital Improvement Plan maintains the adopted Level of Service in each CSA by adding enough projects to increase the capacity. The PSFPC will examine the need to eliminate any permanent student station shortfalls by including required modernization of existing facilities, and by providing permanent student stations for the projected growth in enrollment over each of the five (5) years covered by the plan.

SECTION 14 SPECIAL PROVISIONS

14.1 School Board Requirements. The Parties acknowledge and agree that the School Board is or may be subject to the requirements of the Florida and United States Constitutions and other state or federal statutes regarding the operation of the public school system and the rules by the State Board of Education or Commissioner of Education.

Accordingly, the County, the Cities and the School Board agree that this Agreement is not intended, and will not be construed, to interfere with, hinder, or obstruct in any manner, the School Board's constitutional and statutory obligation and sovereignty to provide a uniform system of free public schools on a Countywide basis or to require the School Board to confer with, or obtain the

consent of, the County or the Cities, as to whether that obligation has been satisfied. Further, the County, the Cities and the School Board agree that this Agreement is not intended and will not be construed to impose any duty or obligation on the County or City for the School Board's constitutional or statutory obligation. The County and the Cities also acknowledge that the School Board's obligations under this Agreement may be superseded by state or federal court orders or other state or federal legal mandates.

14.2 **Land Use Authority.** The Parties specifically acknowledge that each Local Government is responsible for approving or denying comprehensive plan amendments and development approvals within its own jurisdiction. Nothing herein represents or authorizes a transfer of any of this authority to the School Board.

SECTION 15 AMENDMENT PROCESS, NOTICE, AND TERM OF AGREEMENT

15.1 **Amendment of the Agreement.** This Agreement may be amended by written consent of all parties to this Agreement. The Agreement will remain in effect until amended in accordance with Florida Statutes.

15.2 **Notice Requirements.** Any notices provided pursuant to this Agreement shall be sent to the following addresses:

City Manager
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701

City Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

City Manager
City of Lake Mary
100 North Country Club Road
Lake Mary, Florida 32746

City Manager
City of Longwood
175 West Warren Avenue
Longwood, Florida 32750

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

City Manager
City of Sanford
300 North Park Avenue
Sanford, Florida 32771

City Manager
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708

County Manager
Seminole County Government
1101 East First Street
Sanford, Florida 32771

School Board Superintendent
Seminole County School Board
400 East Lake Mary Boulevard
Sanford, Florida 32773

15.3 Repeal of the Agreement. If the Florida Statute as it pertains to school planning coordination and school concurrency is repealed, the Agreement may be terminated by written consent of all parties of this Agreement.

15.4 Termination of the Agreement. No party to this Agreement may terminate its participation in the agreement except through the exemption process in which a municipality may not be required to participate in school concurrency when demonstrating that all the requirements are no longer having a significant impact on school attendance, per Section 163.3177(12)(b), F.S., at the time of a local government Evaluation and Appraisal Report, by providing a sixty (60) day written notice to at other parties and to the Florida Department of Community Affairs.

15.5 Withdrawal. Withdrawal from the Agreement by any party shall not alter the terms of the Agreement with respect to the remaining signatories.

SECTION 16 RESOLUTION OF DISPUTES

16.1 Dispute Resolution. 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, F.S.

SECTION 17 EXECUTION IN COUNTERPARTS

17.1 Agreement Execution. This Agreement shall be executed in any number of counterparts, each of which so executed shall be deemed to be original, but all such counterparts shall, together, constitute but one in the same instrument.

SECTION 18 SUCCESSION OF AGREEMENT

18.1 Succession of Agreement. This Agreement supersedes any previous agreements regarding public school facilities planning upon the effective date of this agreement.

SECTION 19 EFFECTIVE DATE

19.1 Effective Date. This Agreement becomes effective as of January 1, 2008.

ATTEST:

PATSY WAINWRIGHT, City Clerk

CITY OF ALTAMONTE SPRINGS

By: _____
RUSSEL HAUCK, Mayor

Date: 1/8/08

ALTAMONTE SPRINGS
INCORPORATED
1920
SEMINOLE COUNTY, FLORIDA

I hereby attest and certify this is a true and correct copy of the original record.

Signed _____
Deputy City Clerk

Date 1-10-08

ATTEST:

Thelma McPherson

THELMA MCPHERSON, City Clerk

CITY OF CASSELBERRY

By: _____

BOB GOPF, Mayor

Date: January 14, 2008

ATTEST:

CAROL FOSTER, City Clerk

CITY OF LAKE MARY

By: _____
THOMAS C. GREENE, Mayor

Date: January 17, 2008

ATTEST:

SARAH M. MIRUS, City Clerk

CITY OF LONGWOOD

By: _____
JOHN C. MAINGOT, Mayor

Date: January 23, 2008

ATTEST:

BARBARA BARBOUR, City Clerk

CITY OF OVIEDO

By: Mary Lou Andrews
MARY LOU ANDREWS, Mayor

Date: January 22, 2008

CITY OF OVIEDO FLORIDA SEAL

ATTEST:

Janet R. Dougherty
JANET R. DOUGHERTY, City Clerk

CITY OF SANFORD

By: Linda Kuhn
LINDA KUHN, Mayor

Date: January 28, 2008

ATTEST:

ANDREA LORENZO-LUACES
City Clerk

CITY OF WINTER SPRINGS

By: _____
JOHN F. BUSH, Mayor

Date: January 14, 2008

Attest:

Bill Vogel

DR. BILL VOGEL, Superintendent

SEMINOLE COUNTY SCHOOL BOARD

By: Diane Bauer

DIANE BAUER, Chairman

Date: January 8, 2008

2007 INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND SCHOOL CONCURRENCY
Seminole County, Florida As Amended As To Date of Implementation

ATTEST:

MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole
County, Florida

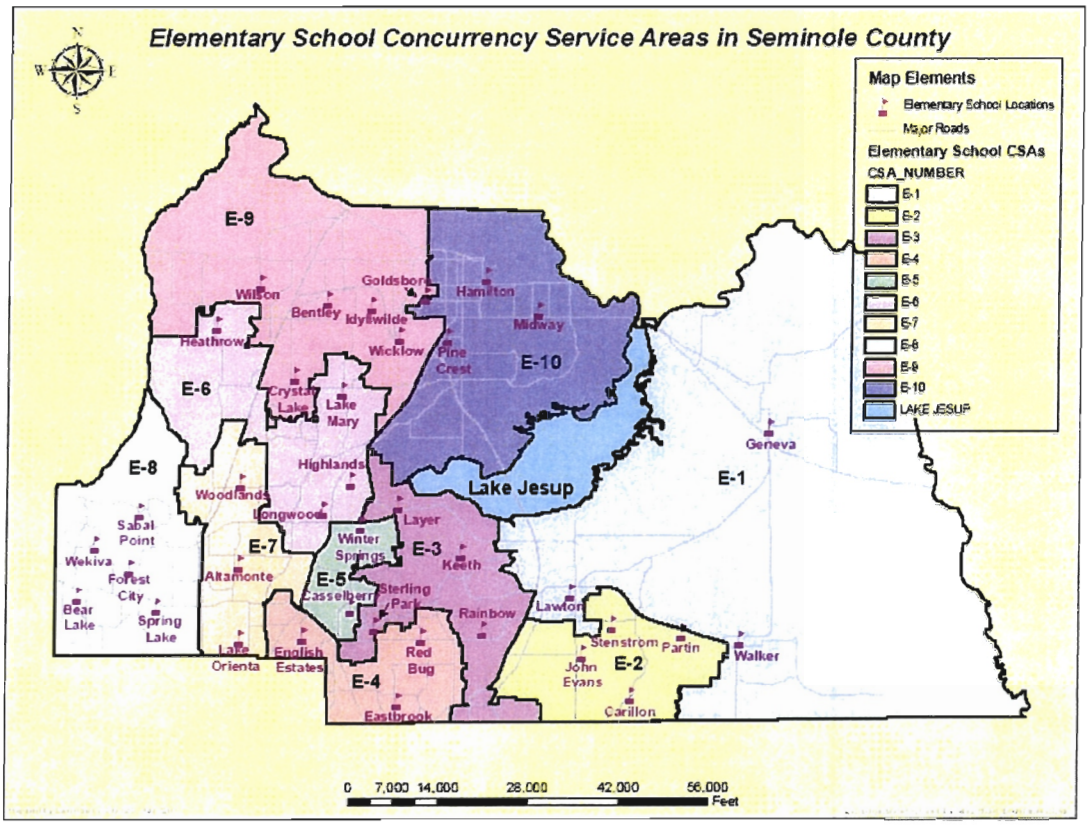
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Brenda Carey
BRENDA CAREY, Chairman

Date: 1/28/08

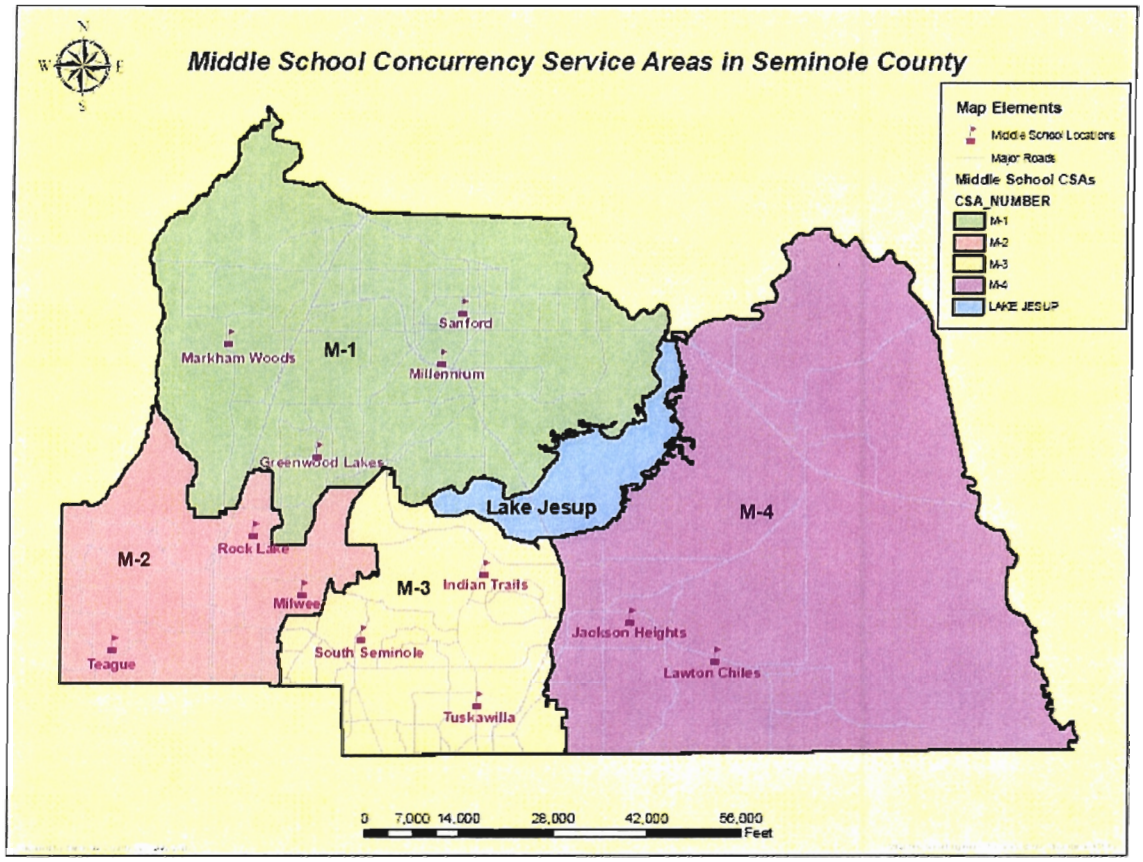
As authorized for execution by the Board of County Commissioners at their 1/22, 2008 regular meeting.

APPENDIX "A"
Concurrency Service Area Maps (CSA)



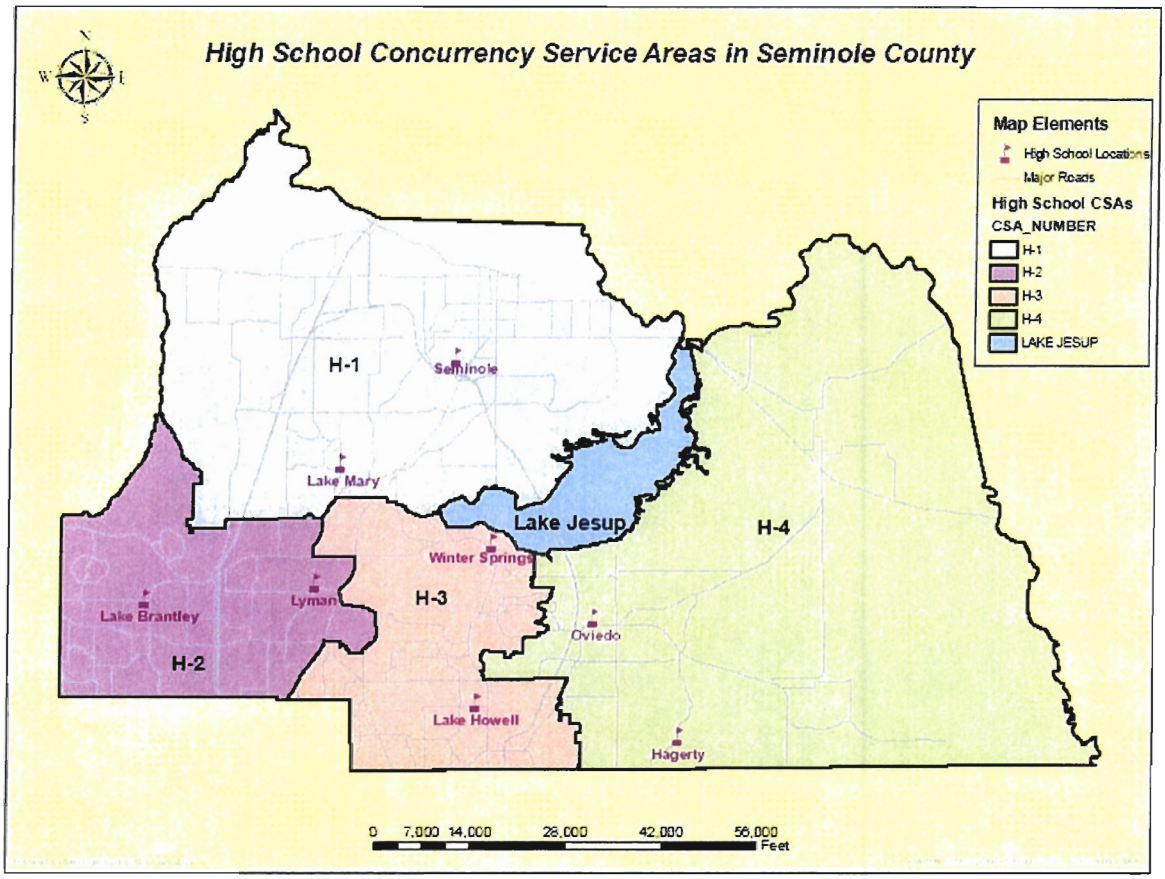
BK 356 PG 1891

APPENDIX "A" Cont.
Concurrency Service Area Maps (CSA)



 BK 356 PG 1892

APPENDIX "A" Cont.
Concurrency Service Area Maps (CSA)



BK 356 PG 1893