

# INDIAN RIVER COUNTY

## Interlocal Agreement for Coordinated Planning and School Concurrency

Indian River County  
Indian River County School Board  
City of Fellsmere  
City of Sebastian  
City of Vero Beach  
Town of Indian River Shores



Effective Date:  
March 1, 2008



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## Acronyms

|       |                                                   |
|-------|---------------------------------------------------|
| CIE   | Capital Improvements Element                      |
| COC   | Citizens Oversight Committee                      |
| COFTE | Capital Outlay Full Time Equivalent (students)    |
| DRT   | Development Review Table                          |
| DOE   | Department of Education                           |
| EA    | Economic Analysis                                 |
| EOOC  | Elected Officials Oversight Committee             |
| ICE   | Intergovernmental Coordination Element            |
| LDR   | Land Development Regulation                       |
| LOS   | Level of Service                                  |
| FISH  | Florida Inventory of School Houses                |
| FS    | Florida Statute                                   |
| FAC   | Florida Administrative Code                       |
| FTE   | Full Time Equivalent (Students)                   |
| IAS   | Impact Assessment Statement                       |
| MPO   | Metropolitan Planning Organization                |
| SBSSC | School Board Site Selection Committee             |
| SCADL | School Capacity Availability Determination Letter |
| SSA   | School Service Area                               |
| SSAB  | School Service Area Boundary                      |
| SPTAC | School Planning Technical Advisory Committee      |
| SWG   | Staff Working Group                               |
| SREF  | State Requirements for Educational Facilities     |
| PSFE  | Public School Facilities Element                  |
| TRC   | Technical Review Committee                        |

# INDIAN RIVER COUNTY INTERLOCAL AGREEMENT FOR COORDINATED PLANNING AND SCHOOL CONCURRENCY

This Interlocal Agreement (hereinafter referred to as “**Agreement**”) is entered into between the Indian River County Board of County Commissioners (hereinafter referred to as “**County**”), the City or Town Council of the Cities of Fellsmere, Sebastian, Vero Beach, and the Town of Indian River Shores (hereinafter referred to as “**Cities**”), and the School Board of Indian River County, Florida (hereinafter referred to as “**School Board**”). Not participating in this Agreement is the Town of Orchid. This jurisdiction is not participating in this Agreement because it qualifies for exemption pursuant to the provisions of Section 163.3177(12)(b), Florida Statutes.

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

**WHEREAS**, the Parties are authorized to enter into and update this Agreement pursuant to Section 163.01, Section 163.3177(6)(h)2 and Section 1013.33, F. S.; and

**WHEREAS**, Sections 163.3177(6)(h)1 and 2, Florida Statutes, require each local government as part of its comprehensive plan to adopt an intergovernmental coordination element that establishes principles and guidelines to be used to coordinate the local government’s adopted comprehensive plan with the plans of the School Board, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

**WHEREAS**, per Sections 163.3177, 163.3180(13), and 1013.33, Florida Statutes, the County, Cities and School Board must update their Public School Interlocal Agreement; and

**WHEREAS**, Section 163.3180(13), Florida Statutes, requires the County, the Cities and the School Board to adopt a School Concurrency program; and

**WHEREAS**, the County, Cities and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs. These benefits include: (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the School Board, Cities and County through the reduction of student travel times and the placement of schools to take advantage of existing and planned roads, water lines, sewer lines and parks, (3) improved student access and safety through coordination of school construction with local government road and sidewalk construction, (4) better location and design of schools so that they serve as community focal points, (5) improved location and design of schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) better location of new schools and expansion and rehabilitation of existing schools in order to reduce pressures contributing to urban sprawl; and

**WHEREAS**, the County, Cities and School Board have further 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, Florida Statutes, requires that the location of public educational facilities must be consistent with the comprehensive plan and land development regulations of the appropriate local governing body; and

**WHEREAS**, Section 163.3180(13)(g), Florida Statutes, requires that, prior to establishing a School Concurrency program, the County, Cities and School Board adopt an Interlocal Agreement for School Concurrency to satisfy Sections 163.31777 and 163.3180 (13)(g), Florida Statutes; and

**WHEREAS**, the County and Cities, also known as the “Local Governments,” and School Board are entering into this Agreement in order to satisfy the requirement in Section 163.3180(13)(g)(4), Florida Statutes, that the agreement establish a process for the preparation, amendment, and joint approval by the Parties of a financially feasible capital facilities program that will result in public schools operating at the adopted level of service consistent with the timing specified in the School District’s Five-Year Facilities Work Program, and the School Board’s further commitment to update and adopt the plan yearly to add enough capacity in the new fifth year to address projected growth and to adjust the plan 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, taking into account transportation costs and court-approved desegregation plans, as well as other factors, pursuant to Section 163.3180 (13)(g)(5) and 1013.35, Florida Statutes; and

**WHEREAS**, the County and School Board had a “Memorandum of Understanding” for joint review of new school sites and joint review of school site plans from 1986 until it was superseded by an Interlocal Agreement in 2003; and

**WHEREAS**, the County, Cities and School Board have mutually agreed that coordination of school facility planning and comprehensive land use planning is in the best interests of the citizens and students of Indian River County; and

**WHEREAS**, to achieve such coordination, Section 163.3180(13)(b)1, Florida Statutes, requires that the Parties "establish jointly adequate level of service standards" to be applied in implementing school concurrency, and Section 163.31777(2)(a), Florida Statutes, requires that the Parties "agree and base their plans on consistent projections of the amount, type, and distribution of population growth and `student enrollment;" and

**WHEREAS**, the County has jurisdiction for land use and growth management decisions within its unincorporated boundaries and the Cities have similar jurisdiction within their boundaries; and

**WHEREAS**, the School Board has the responsibility to make the best use of public school facilities to ensure a free and adequate public education to the residents of Indian River County; and

**WHEREAS**, the County, Cities and School Board agree that they can better fulfill their respective responsibilities by working in close cooperation to ensure that adequate public school facilities are available for the residents of Indian River County; and

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

**NOW, THEREFORE**, be it mutually agreed that the County, the School Board and the Cities, (hereinafter referred to collectively as “Parties”) hereby enter into this Agreement, and that the following procedures and requirements will be followed and met to establish School Concurrency and to coordinate land use and public school facilities planning:

## **Section 1 Definitions**

**Adjacent School Service Areas:** School Service Areas which touch each other along at least one side of their outside boundary.

**Attendance Boundary:** The geographic area that identifies public school assignment, subject to the authority of the School Board to make exceptions regarding specific student assignments as allowed or required by law.

**Available School Capacity:** School Capacity deemed available for a Proposed Residential Development in a School Service Area in accordance with Section 14.4 herein.

**Cities:** All municipalities in Indian River County except those that are exempt from the Public School Facilities Element, pursuant to Section 163.3177(12), F.S.

**Citizens Oversight Committee (COC):** See Section 3.4.

**Class Size Reduction:** A provision to ensure that, by the beginning of the 2010 school year, there are a sufficient number of classrooms in a public school so that:

1. The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
2. The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
3. The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students.

**Comprehensive Plan:** A plan of a Local Government that meets the requirements of F.S. 163.3177 and 163.3178, Florida Statutes.

**Core Capacity:** The number of students that can be accommodated in a school facility based on the size of core facilities, irrespective of classroom space. Core Facilities include the media center, cafeteria, gymnasium, toilet facilities, and circulation space of an educational facility. Core Capacity shall take into account the requirements of Class Size Reduction and the educational program requirements imposed by law and by policies of the School Board.

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

**Development:** The physical activity of constructing one or more buildings.

**Development Order:** Any order granting, or granting with conditions, an application for a Development Permit.

**Development Permit:** Any amendment to the text of a Local Government's Land Development Code or Official Zoning Map (rezoning), conditional use, special use, planned development, site plan/final subdivision plan, subdivision, building permit, special exception, preliminary plat, plat, comprehensive plan or any other official action of a Local Government having the effect of permitting the development of land

or the specific use of the land for Residential Development.

**Educational Facility:** The public buildings and equipment, structures and special educational use areas of a school that are built, installed or established to serve educational purposes, as defined in Section 1013.01(6), Fla. Stats.

**Educational Facilities Plan:** The School District's annual comprehensive capital planning document that includes a long range plan for facility needs over a five-year, ten-year and twenty-year planning horizon.

**Education Plant Survey:** a systematic study of present educational and ancillary plants and the determination of future needs to provide appropriate educational programs and services for each student based on projected capital outlay FTE's approved by the Department of Education.

**Elected Officials Oversight Committee (EOOC):** See Section 3.3.

**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, pursuant to Section 163.3177(12)(b), F.S. Florida Statutes.

**Fall FTE:** A fall semester count of all "full-time equivalent" students, pursuant to Chapter 1011.62, Florida Statutes.

**Financial Feasibility:** A determination that sufficient revenues are available to meet projected costs of projects within the School District Five Year Facilities Work Program. For the first 3 years, funds will be available from committed funding sources. For years 4 and 5, funds will be available from committed or planned funding sources.

**Florida Inventory of School Houses (FISH) Capacity:** The number of students that may be housed in a facility in accordance with the State Department of Education. The capacity, with respect to a particular school, may reasonably be modified by the School District to accommodate "special considerations" as set out in the definition of "Maximized Utilization", including special programs for which 100% of FISH capacity is prohibited legally or is educationally unsound as determined by the School District.

**Impact Assessment Statement:** A report evaluating the effect that a proposed new school will have on municipal services and facilities and the effect that a proposed new school will have on adjacent and nearby properties. An Impact Assessment Statement shall include a review of the criteria within Section 6.5 of this agreement.

**Level of Service (LOS):** The comparison of public school enrollment to School Capacity in a given School Service Area.

**Level of Service (LOS) Standard (schools):** The adopted, maximum acceptable percentage of school utilization within a School Service Area. Level of Service is determined by dividing the total number of students for all schools of each type (elementary, middle and high) in each School Service Area by the total number of Permanent Student Stations for that Type of School in each School Service Area as provided in Section 13.3 herein.

**Local Governments:** The County, the towns, and the Cities in Indian River County.

**Local Enrollment Forecast:** Enrollment projection prepared by the school board staff or their representative. It



may include an analysis of school by school cohort trends, county-wide housing and demographic trends, the most recent DOE Capital Outlay Full Time Equivalent (COFTE) forecast, boundary changes, and program changes.

**Maximized Utilization:** The use of Student Capacity at each school, to the greatest extent possible, based on the Level of Service Standard and the total number of Permanent Student Stations according to Student Capacity taking into account special considerations such as, Core Capacity, Program Capacity transportation costs, geographic impediments, court ordered desegregation, and requirements to prevent disparate enrollment levels between the same Type of School and provide an equitable distribution of student enrollment district-wide.

**Party:** A government that has signed this interlocal agreement. This includes the Indian River County Board of County Commissioners, City or Town Council of the Cities of Fellsmere, Sebastian, Vero Beach, and the Town of Indian River Shores, and the School Board of Indian River County.

**Permanent Classroom:** An area within a school that provides instructional space for the maximum number of students assigned to a teacher, based on the constitutional amendment for class size reduction and is not moveable (including classroom additions which have received covered walkways and technology upgrades). A Permanent Classroom includes any temporary classroom if it meets the standards for long-term use pursuant to Section 1013.20, Florida Statutes

**Permanent Student Station:** The floor area in a permanent classroom required to house a student in an instructional program (100% of FISH Capacity).

**Program Capacity:** The capacity of a school once Core Capacity and the space needs for programs including, but not limited to, English as a Second Language (ESOL), and other special programs, such as programs for the emotionally handicapped, autistic and varying exceptionalities, have been addressed.

**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 Order to provide compensation for the additional demand on deficient public school facilities created through the Proposed Residential Development, as set forth in Section 163.3180(13)(e), F.S. Florida Statutes.

**Proposed 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 Schools Facilities Components:** Collectively, the Public Schools Facilities Element, the School District Educational Facilities Plan, the Amended Intergovernmental Coordination Element, the Amended Capital Improvements Element, and the School Interlocal Agreement.

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

**School Attendance Zone:** The area enclosed by Attendance Boundaries.

**School Board:** The governing body of the Indian River County School District, a body corporate pursuant to Section 1001.40, Florida Statutes, and Article IX §4, Florida Constitution.

**School Capacity:** FISH Capacity, as may be adjusted annually, by the School Board and included in the School District Five-Year Facilities Work Program.

**School District:** The school district for Indian River County created and existing pursuant to Section 4, Article IX of the State Constitution.

**School Capacity Availability Determination Letter:** A letter prepared by the School District, identifying whether there is Available School Capacity to serve a Proposed Residential Development project, and if capacity exists whether the Proposed Residential Development is conceptually approved or vested.

**School District Five-Year Facilities Work Program:** The School District's Five-Year Work Plan and Capital Budget as authorized by Section 1013.35 Florida Statutes.

**Staff Working Group (SWG):** See Section 3.2.

**School Service Area:** A geographic area (established and modified as provided in Section 13.1 and 13.2 herein) in which the Level of Service is measured when an application for a Proposed Residential Development is reviewed for school concurrency purposes.

**School Service Area Boundary:** The extent of a School Service Area

**School Board Site Selection Committee (SBSSC):** A standing committee consisting of at least five members, appointed by the Board. The SBSSC conducts a search for one or more new school sites as directed by the School Board and recommends one or more school sites be reviewed by the School Planning Technical Advisory Committee. After due consideration of comments from the School Planning Technical Advisory Committee, the SPSSC sends a recommendation to the Superintendent who in turn sends a recommendation to the School Board.

**School Planning Technical Advisory Committee (SPTAC):** See Section 3.1.

**Spot Survey:** An update to the Educational Plant Survey, based on new information or a change in circumstance.

**Temporary Classroom:** A movable classroom facility.

**Type of School:** Schools providing the same level of education, i.e. elementary, middle or high school.

**Utilization:** The comparison of the total number of students enrolled to the total number of Permanent Student Stations (FISH) for a public school a facility within a School Service Area.

**Vesting:** The act of reserving capacity within state mandated concurrency categories, which include: sanitary sewer, potable water, solid waste, recreation, transportation, drainage, and public schools. For Public Schools, capacity is reserved for students projected to be generated from residential developments approved after implementation of school concurrency.

## **Section 2        Committees**

The following committees are hereby established.

- 2.1 A Staff Working Group (SWG), consisting of the Indian River County Community Development Director, the Indian River County Planning Director, the Planning or Community Development Director or City Manager of the Cities of Sebastian, Vero Beach, and Fellsmere, the Town of Indian River Shores, the Indian River County School District's Assistant Superintendent for Planning and Operations, and the Indian River County School District's Director of Facilities Planning and Construction.
- 2.2 An Elected Officials Oversight Committee (EOOC), consisting of the County Commission Chairman, the Mayors of Vero Beach, Sebastian, Indian River Shores and Fellsmere, the Regional Planning Council Chairman, and the School Board Chairman.
- 2.3 A School Planning Technical Advisory Committee (SPTAC), consisting of representatives from the following agencies:
  - (a) Planning Director from the Indian River County Planning Division and, if applicable, any affected Cities' City Planning or Community Development Director, City Manager or designated staff person;
  - (b) County Engineer from the Indian River County Engineering Division and, if applicable, any affected Cities' City Engineer;
  - (c) County Traffic Engineer from the Indian River County Traffic Engineering Division and, if applicable, any affected Cities' Traffic Engineer or Public Works director;
  - (d) MPO Director from the Indian River County Metropolitan Planning Organization (MPO);
  - (e) Assistant Superintendent for Planning and Operations from the Indian River County School District;
  - (f) Director of Facilities Planning and Construction from the Indian River County School District;
  - (g) Director from affected water and sewer utility providers;
  - (h) Director of the Indian River County Parks and Recreation Department and, if applicable, any affected Cities' Park and Recreation Director; and
  - (i) County Sheriff and, if applicable, any affected City's Police Chief.
- 2.4 A citizen oversight committee, consisting of six (6) citizens appointed by the School Board, the County, the Town of Indian River Shores, and Cities of Fellsmere, Sebastian and Vero Beach. Each jurisdiction or entity shall appoint one member.

### **Section 3 Joint Meetings**

- 3.1 The School Planning Technical Advisory Committee (SPTAC) shall, at a minimum, meet in accordance with Section 6 of this Agreement at the School Board Administration Building, unless re-located by agreement). The SPTAC shall review site selection proposals and site plans for new schools and major renovations. The School District Director of Facilities Planning and Construction will

coordinate with the County Planning Director, who will jointly be responsible for making meeting arrangements and providing written notification at least seven (7) days prior to the meeting.

- 3.2 The Staff Working Group (SWG) shall, at a minimum, meet twice a year (1<sup>st</sup> week of February and 3<sup>rd</sup> week of March each year in accordance with the Timeline Schedule (Appendix A) at the County Administration Building, unless re-scheduled by agreement) to set direction, formulate recommendations, review population and student projections, and discuss issues regarding coordination of land use and school facility planning, including such issues as development trends, school needs, co-location and joint use opportunities, on-site or off-site infrastructure improvements (e.g. roads, sidewalks and bikeways) needed to support schools and ensure safe student access, and the school concurrency process, including such issues as School Capacity and Level of Service Standards, school service area boundaries, and student generation multipliers. For consistency, student generation multipliers shall not be updated yearly but shall be re-evaluated on a periodic basis and updated to reflect long term trends. The SWG will also be responsible for preparing an annual assessment report on the effectiveness of the school concurrency system by March 1<sup>st</sup> of each year. The County Planning Director will be responsible for making meeting arrangements and providing written notification at least seven (7) days prior to the meeting.
- 3.3 The Elected Officials Oversight Committee (EOOC) shall, at a minimum, meet every year (2<sup>nd</sup> week of July each year in accordance with the Timeline Schedule (Appendix A) at the County Administration Building, unless re-scheduled by agreement). The meetings will be opportunities for representatives of the County Commission, the City Councils, and the School Board to set direction, discuss issues, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The County Planning Director will be responsible for making meeting arrangements and providing written notification at least seven (7) days prior to the meeting.
- 3.4 The Citizens Oversight Committee (COC) shall, at a minimum, meet annually (1<sup>st</sup> week of April) in accordance with the Timeline Schedule (Appendix A) to evaluate and provide input on public school planning and other school concurrency issues and activities. The County Planning Director will be responsible for making meeting arrangements and providing notification at least seven (7) days prior to the meeting.

#### **Section 4      Population and Student Enrollment Projections**

- 4.1 Population Projections: By January 31<sup>st</sup> of each year, County staff shall provide School District staff with population projections by TAZ (traffic analysis zones). The SWG will meet in accordance with the Timeline Schedule (Appendix A) to consider these projections and to discuss and agree on population projections.
- 4.2 The School District shall use the Department of Education (DOE) countywide student enrollment projections or a “Local Enrollment Forecast” approved by the School Board in preparing the School District’s Educational Facility Plan. The School Board may request that the DOE projections be adjusted to reflect the development trends and enrollment as measured by the Local Enrollment Forecast. In order to use the Local Enrollment Forecast instead of the DOE projections, the School Board must receive a waiver from the DOE. In formulating such a request, the School Board will coordinate with the Local Governments regarding future populations and growth. The School Board will inform the Local Governments of action taken by DOE on any such request.

- 4.3 The Staff Working Group will meet in accordance with the Timeline Schedule (Appendix A) to review, adjust if needed, and approve the School Board staff's allocation of projected student enrollment into School Service Areas.
- 4.4 The student enrollment projections and their allocation to School Service Areas will be included in the school concurrency assessment report provided to the County and Cities each year as specified in the Timeline Schedule (Appendix A) of this Agreement.

**Section 5 Annual School Concurrency and School District Educational Facilities Plan Review and Update and School Board Prerogatives**

- 5.1 The County, Cities, and School District shall follow the Timeline Schedule included as Appendix A of this Agreement in annually reviewing and updating school concurrency and the School District Educational Facilities Plan.
- 5.2 School Board Prerogatives.
  - (a) Notwithstanding any provisions in this Agreement to the contrary, including Section 5.1 above, the Parties agree that the School Board shall have sole discretion, and hence consensus among the Parties shall not be required, on the following matters:
    - (1) The costs (not borne by any Local Government) and revenues that establish the economic feasibility of planned facilities contained in the School District Five-Year Facilities Work Program and the School District Capital Improvements Schedule.
    - (2) Attendance Boundaries modified for the following limited purposes:
      - i. Any acquisition of land or construction of new school facilities that has been undertaken in compliance with Section 6 herein and that is consistent with the School District Five-Year Facilities Work Program, the applicable Comprehensive Plan(s) and the applicable Land Development Regulations.
      - ii. Any addition to or renovation of or closure of an existing school facility that is either exempt from or has been undertaken in compliance with Section 7 herein and that is consistent with the School District Five-Year Facilities Work Program, the applicable Comprehensive Plan(s) and the applicable Land Development Regulations.

**Section 6 School Site Selection and Site Plan Approval for New Schools**

- 6.1 When the need for a new school is identified in the School District Educational Facilities Plan, the School Board shall direct the School Board Site Selection Committee (SBSSC) to notify the County Administrator, the County Planning Director, a potentially affected City's City Manager or City Mayor, and SPTAC in writing that it is looking for a school site in a particular location or area. The SBSSC may provide the SPTAC with a list of two or more potential sites for evaluation as provided in Section 6.2 below. Alternatively, the SBSSC may select a single site for evaluation by the SPTAC if the staff of the affected jurisdiction (County or City) has determined that the site is consistent with its Comprehensive Plan and Land Development Regulations, and is justified under the criteria of Section 6.5 below.

- 6.2 On or before the date that any option contract has been executed for purchase of a new school site, the SBSSC, through the School District Director of Facilities Planning and Construction, shall notify the County Planning Director and, if applicable, City Planning or Community Development Director, City Manager, or designated City staff person of a potential site purchase. Upon receiving such notice and a written request, accompanied by site information, from the SBSSC, the County Planning Director and the School District Director of Facilities Planning and Construction shall jointly schedule a SPTAC meeting to be held within 14 days. The SPTAC shall meet and evaluate the proposed school site(s) under the criteria of Section 6.5 below and, if two or more sites are under consideration, rank them. The SPTAC shall submit a report and recommendation on site selection to the SBSSC within 30 days of the SPTAC meeting.
- 6.3 The SPTAC shall complete an Impact Assessment Statement (IAS) and prepare an Economic Analysis (EA) for any proposed school site. The IAS shall incorporate the required Section 1013.33, Florida Statutes, review regarding consistency of the proposed school site(s) with the applicable Comprehensive Plan and the criteria of Section 6.5 below. Where a site plan has been prepared for development of a proposed site, the EA shall, at a minimum, identify potential on-site and off-site improvements for the type of facility proposed, the estimated costs associated with these improvements, if such estimates are available, and the entity responsible for the cost. Identification of specific required improvements and responsibilities for providing, operating, and maintaining improvements shall be addressed at the time of site plan review, as specified in Section 6.6 below.
- 6.4 The SPTAC shall provide the IAS report, the EA report and the site plan evaluation (if a site plan is submitted for review), and, if multiple sites are submitted for review, the ranking list to the SBSSC. Using that information, the SBSSC shall make a final recommendation to the Superintendent on site selection. The Superintendent will then review the SBSSC recommendation and send an option contract to the School Board for consideration. If the School Board authorizes acquisition of the selected site, the School Board shall notify the County and each affected City in writing when the site has been purchased.
- 6.5 The following criteria will be considered by the SPTAC, the School Board, and the Local Government(s) when evaluating a potential school site:
- (a) Potential to accommodate the projected additional student population by expanding or rebuilding existing schools instead of building a new school.
  - (b) Consistency of the proposed site with any Court-ordered school desegregation mandate.
  - (c) Consistency of the proposed new site with the applicable county and/or municipal Comprehensive Plan. If the proposed site is not consistent with the applicable Comprehensive Plan(s) the appropriate process under which the School Board may request an amendment to the applicable Comprehensive Plan shall be provided.
  - (d) Extent to which the proposed site provides a logical focal point for community activities and serves as the cornerstone for innovative urban design standards, including opportunities for shared use and co-location of community facilities
  - (e) Extent to which an elementary or middle school can be located internal to residential neighborhoods and discouraged from locating adjacent to major arterial roadways.

- (f) Extent to which an elementary school can be located within reasonable walking distance of dwelling units served by the schools.
- (g) Extent to which a high school can be located on the periphery of residential neighborhoods, near thoroughfares so as to discourage traffic along residential streets in residential subdivisions.
- (h) Extent to which the proposed school site is compatible with present and projected uses of adjacent property and capable of accommodating buffers necessary to shield adjacent residences from school driveways, school drop-off and pick-up areas and school playgrounds.
- (i) Extent to which the proposed school site encourages community redevelopment and revitalization, provides efficient use of existing infrastructure, and discourages urban sprawl.
- (j) Extent to which the proposed site's acquisition and development cost is affected by the proposed location.
- (k) Extent to which the proposed school site provides safe access to residential neighborhoods by pedestrians and vehicles.
- (l) Extent to which the proposed school is served by adequate public facilities and services to support the school, or the extent to which adequate public facilities and services will be available, concurrent with the impacts of the school.
- (m) Extent to which the proposed school site contains no significant environmental constraints that would preclude development of a public school on the site.
- (n) Extent to which the proposed school will have no adverse impact on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as locally significant historic or archaeological resources.
- (o) Extent to which the proposed school will be located on well drained soils which are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
- (p) Extent to which the proposed school site is not in conflict with local government stormwater management plans or watershed management plans.
- (q) Extent to which the proposed school site is not within a floodway as delineated in the affected comprehensive plan.
- (r) Extent to which the proposed school site is large enough to accommodate the required parking, circulation, and queuing of vehicles onsite.
- (s) Extent to which the proposed school site lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.
- (t) Extent to which the proposed school can serve as an emergency shelter by being built according to the appropriate standards and requirements that make it an appropriate emergency shelter.

(u) Extent to which the proposed school, if it is to be located in the unincorporated County, can meet the requirements of the County's Land Development Regulations Section 971.14(4) (Appendix "D").

6.6 No school site shall be developed without SPTAC approval. However, SPTAC approval will not be unreasonably withheld in unreasonable disregard of the School Board's Educational Facilities Plan, program requirements, Five-Year Facilities Work Program, and the criteria set forth in Section 6.5 above. In conjunction with the School Board's approval of a new school site and planning for site development, the School Board and affected Local Government(s) will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school. To aid in making such determination, the School Board shall submit a site plan of the new school for review and approval by the SPTAC. Prior to the SPTAC review, the affected jurisdiction may coordinate with School District staff and perform its own technical review of the site plan. The SPTAC shall notify the School District in writing of its action, together with approval conditions relating to the timing and responsibility for construction, contributions toward construction, and operation and maintenance of required on-site and off-site improvements.

## **Section 7 School Facility Modification, Closures, Major Additions, and Renovations**

7.1 The School Board shall notify the SPTAC, the County, and appropriate Cities of any proposed closure, major addition to (expansion of 10% or more) or other major renovation of an existing school that increases or decreases the school's capacity by 10% or more, or increases the school's total building square footage by 10% or more. Major renovations shall include projects that change traffic circulation, reduce building setbacks or buffers, or increase existing building heights by 10% or more.

7.2 The SPTAC shall review any proposed school closure, major addition or major renovation for consistency with the Comprehensive Plan, and compliance with Land Development Regulations relating to:

- (a) Building setbacks
- (b) Building orientation and articulation
- (c) Building height
- (d) Buffers
- (e) Signs
- (f) Vehicle and pedestrian circulation and infrastructure

7.3 The School Board shall submit a site plan of the major addition or renovation for review and approval by the SPTAC. Prior to the SPTAC review, the affected jurisdiction may coordinate with School District staff and perform its own technical review of the site plan. The SPTAC shall notify the School District in writing of its action, including approval conditions. Approval conditions shall address the timing and responsibility for construction, operation, and maintenance of required on-site and off-site improvements, including responsibility for bearing the costs of the improvements.

7.4 In no event shall the School Board undertake any addition to or renovation of an existing school facility that is inconsistent with the applicable Comprehensive Plan(s) or Land Development Regulations, as



such relates to public schools, and comparatively minor inconsistency shall be waived pursuant to a balancing of competing governmental interests test.

## **Section 8 Comprehensive Plan Amendments, Rezonings, and Development Approvals**

- 8.1 The County and each of the Cities will appoint a School Board representative, designated and approved by the School Board, to serve as a nonvoting member on their local planning agency. The School Board representative will be provided with an agenda and back-up materials for meetings, and invited to attend meetings and/or provide comments to the County and City planning agencies.
- 8.2 Notwithstanding the School Impact Analysis required to be furnished to the School District under Section 14.2 herein, the County or City in which a project, or group of projects, is located shall notify the School Board's Director of Facilities Planning and Construction within 15 days of the submittal of any pre-application or formal application for a Proposed Residential Development project, or group of projects in the same area and shall inform him/her of the location where the subdivision plan or site plan can be reviewed. The School District shall have the opportunity to review and provide recommendations on all such applications and any other Development Orders that may have an impact on Available School Capacity and the School District Five-Year Facilities Work Program. To ensure that the School District is provided timely notice of all such applications, the County and the Cities will continue to send agendas for preapplication conference meetings, Technical Review Committee (TRC) meetings, Planning and Zoning Commission (Local Planning Agency) meetings, and Board of County Commissioners meetings to School Board representatives. County and City planning staffs shall, upon request, provide the School Board additional supporting documents. School District comments on a proposed development project shall be sent to the Local Government staff and forwarded to the project applicant for his/her response.

To implement an effective school concurrency system, the Parties agree that the School District must also be afforded the opportunity to review and provide timely findings and recommendations to the County and the Cities on proposed amendments to their respective Comprehensive Plans that may not otherwise be adequately addressed above. The County and the Cities therefore agree to give the School Board written notification of meetings and hearings for residential Comprehensive Plan amendments that may affect student enrollment, enrollment projections, or school facilities or in any other way affect Available School Capacity. This notice requirement applies to comprehensive plan amendments, rezonings, developments of regional impact, and other major residential or mixed-use development projects, to the extent not already covered above, and notice will be provided to School District staff.

- 8.3 The School Board shall appoint a representative to serve on, or provide comments to, the County's Technical Review Committee (TRC). The School Board representative will receive notice in the same manner as other Technical Review Committee members. In addition, the School Board representative will be invited to participate in the Cities' development review committees when development and redevelopment proposals are submitted which could have a significant impact on student enrollment or school facilities.
- 8.4 In reviewing and approving Comprehensive Plan amendments and development proposals, the County and Cities will consider the following issues, as applicable:
- (a) The compatibility of land uses adjacent to existing schools and reserved school sites.

- (b) The co-location of parks, recreation and community facilities in conjunction with school sites.
- (c) The linking of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks.
- (d) The targeting of community development improvements in older and distressed neighborhoods near schools.
- (e) The development of traffic circulation plans to serve schools and the surrounding neighborhood, including any needed access improvements, sidewalks to schools, off-site signalization or safety-related signage.
- (f) The location of school bus stops and turnarounds in new developments.
- (g) The consideration of private sector action to identify and implement creative solutions to developing adequate school facilities in residential developments.
- (h) The consideration of School District comments on comprehensive plan amendments and other land-use decisions.
- (i) The availability of existing permanent school capacity or planned improvements to increase school capacity, in accordance with applicable school concurrency policies and requirements.

8.5 In formulating neighborhood plans and programs and reviewing residential projects, the County and the Cities will consider the following:

- (a) Encouraging developers or property owners to provide incentives to the School District for building schools in their neighborhoods. These incentives may include, but not be limited to, donation and preparation of site(s), acceptance of stormwater run-off from future school facilities into development project stormwater management systems, reservation or sale of school sites at pre-development prices, construction of new school facilities or renovation to existing school facilities, and provision of transportation alternatives.
- (b) Scheduling County and City programs and capital improvements that are consistent with and meet the capital needs identified in the School District's school facilities plan.
- (c) Providing school sites and facilities within existing and planned neighborhoods.

## **Section 9 Co-location and Shared Use**

9.1 Co-location and shared use of facilities are important to both the School District and Local Governments. When preparing its Educational Facilities Plan, the School District will look for opportunities to co-locate and share use of school facilities and civic facilities. Likewise, co-location and shared use opportunities shall be considered by each Local Government when updating its Capital Improvements Element and when planning and designing new or renovating existing community facilities. For example, opportunities for co-location and shared use will 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 will be considered where applicable.

- 9.2 For each instance of co-location and shared use, the School Board and the affected Local Government shall enter into a separate agreement addressing legal liability, operating and maintenance costs, facility use, facility supervision and any other issues that may arise from co-location.

## **Section 10 General School Concurrency Requirements**

### 10.1 Overview of School Concurrency

(a) This Agreement establishes a public school concurrency system consistent with the requirements of Sections 163.3177 and 163.3180, Florida Statutes.

(b) The Parties agree that the timely delivery of adequate public school facilities at the adopted Level of Service Standard requires close coordination among the Parties at the level of land use planning, development approval, and school facility planning. Further, the Parties agree that new school facilities should be planned for and provided in proximity to those areas planned for residential development or redevelopment. Further, the School Board shall review and provide a determination on all applications for Development Orders that may have an impact on Available School Capacity and the School District Five-Year Facilities Work Program.

(c) The Parties agree that, within the County's jurisdiction and each City's jurisdiction, residential Development Orders may be issued only if School Capacity is available in public school facilities at the Level of Service specified in this Agreement. A determination of whether there is Available School Capacity to serve a Proposed Residential Development shall be made by the School Board, consistent with the adopted Level of Service Standard.

### 10.2 Required Concurrency Elements and Regulations

(a) Comprehensive Plan Amendments – The Parties represent and agree that, as of the date of execution of this Agreement, the Parties reached consensus as to the general school concurrency related content to be included in each jurisdiction's Capital Improvements Element, Intergovernmental Coordination Element, and Public School Facilities Element, and the County and the Cities agree to adopt the following Comprehensive Plan amendments no later than March 1, 2008:

1. A Public School Facilities Element (PSFE) consistent with the requirements of Section 163.3180 Florida Statutes and this Agreement.
2. An Amended Intergovernmental Coordination Element as required by Section 163.3177(6)(h)1 and 2., Florida Statutes, and this Agreement.
3. An Amended Capital Improvements Element that includes the most recent School District Capital Improvements Schedule as required by Section 163.3180(13)(d), Florida Statutes.

(b) Amendments to Land Development Regulations -- When the Comprehensive Plan amendments adopted as provided in paragraph (a) above become effective, the County and Cities shall, pursuant to ordinance, adopt required school concurrency provisions into their Land Development Regulations (LDRs), effective July 1, 2008. As an alternative to adopting its own version of school concurrency LDRs, any City may elect under its School Concurrency Ordinance (and any cooperative agreement it may enter into with the County) to either (a) incorporate by reference or (b) be bound by the relevant provisions of the School Concurrency Ordinance adopted by the

County. The failure of any City to adopt a School Concurrency Ordinance effective July 1, 2008 shall result in the City being bound by the School Concurrency Ordinance adopted by the County until the City "ops out", as more fully provided in Section 13.5 herein.

### 10.3 Specific Responsibilities of the Parties

(a) When the comprehensive plan amendments adopted in accordance with this Agreement become effective, the County and Cities shall undertake the following activities:

1. Withhold issuance of any site specific Development Order for Proposed Residential Developments not exempted under Section 13.4 of this Agreement until the School District has reported in writing that there is Available School Capacity to serve the development under review or that the applicant for the development has entered into a Proportionate Share Mitigation agreement, as defined in Section 1 hereof.

2. Share information with the School District regarding population projections, school siting, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and amendments to future land use plan elements.

3. Maintain data for approved new Residential Developments (other than developments that are exempt from the school concurrency requirements under Section 13.4(a)4 herein on account of age limitations). The data shall be provided to the School District on a quarterly basis and shall include, at a minimum, the following:

- a. Development name and location
- b. Total number of dwelling units by unit type (single-family, multi-family, etc.)
- c. Impact fee calculation
- d. Total number of dwelling units with certificates of occupancy by development

4. Transmit building permits, site plans, preliminary plats and final plats for Proposed Residential Development to the School District for its review and comment as provided in Section 8.2 herein.

(b) By entering into this Agreement, the School Board agrees to undertake the following activities:

1. Annually prepare and update, in accordance with and subject to the terms of the Timeline Schedule (Appendix A), a financially feasible School District Five-Year Facilities Work Program as part of an Educational Facilities Plan containing enough capacity each year to meet the anticipated demand for student stations identified by the population projections so that no schools exceed the adopted Level of Service Standard.

2. As provided in Section 13 herein, institute program and/or school Attendance Boundary adjustments, as the School Board determines are necessary and appropriate, to Maximize the Utilization of Student Capacity in order to ensure that all schools of each type (elementary, middle, high) in each School Service Area and each individual school operate at the adopted Level of Service Standard, subject to the requirements of special programs as determined by the School Board or required by law.

3. Construct the capacity enhancing and modernization projects necessary to maintain the adopted Level of Service Standard specified in the School District Five-Year Facilities Work Program.
4. Provide the County and Cities with any School District data and analysis relating to school concurrency necessary to amend or annually update the Comprehensive Plan.
5. Adopt a ten and twenty year work program.
6. Review Proposed Residential Developments for compliance with school concurrency standards.
7. Review Proportionate Share Mitigation options for Proposed Residential Developments.
8. Prepare annual reports on enrollment and capacity. The capacity, with respect to a particular school, may reasonably be modified by the School District to accommodate “special considerations” as set out in the definition of “Maximized Utilization”, including special programs for which 100% of FISH capacity is prohibited legally or is educationally unsound as determined by the School District.
9. Provide necessary staff and material support for meetings of the SPTAC as required by this Agreement.
10. Provide information to the County and Cities regarding enrollment projections, school siting, and infrastructure required to support public school facilities consistent with the requirements of this Agreement.

## **Section 11 School District Educational Facilities Plan**

### **11.1 School District Five-Year Facilities Work Program**

- (a) The School Board shall, in accordance with and subject to the terms of the Timeline Schedule (Appendix A), update and adopt the School District Five-Year Facilities Work Program for public schools in the County.
- (b) The School District’s Five-Year Facilities Work Program and each annual update will contain:
  1. Projected five year school enrollment for each School Service Area;
  2. Existing school sites and educational facilities, their enrollments, existing capacities and their designed capacities upon expansion;
  3. The number of portables in use at each school;
  4. Projected needs for expansions, major renovations and new facilities, and
  5. All new construction, remodeling or renovation projects which will add permanent capacity or modernize existing facilities.
- (c) The School District Five-Year Facilities Work Program and each annual update shall be a financially feasible program of school construction for a five (5) year period. The Plan shall include school construction projects which, when completed, will add sufficient student capacity to achieve and maintain the adopted Level of Service Standard for all schools based on projected increases in

enrollment; provide for required modernization; satisfy the School District's constitutional obligation to provide a uniform system of free public schools on a County-wide basis; and satisfy the program requirements reasonably adopted by the School Board or required by law.

(d) The School District Five-Year Facilities Work Program and each annual update shall include a description of each school project, a listing of funds to be spent in each fiscal year for the planning, preparation, land acquisition, and actual construction and renovation of each school project which adds School Capacity or modernizes existing facilities; the amount of School Capacity added, if any, and a generalized location map for schools included in the School District Five-Year Facilities Work Program.

(e) The School District Five-Year Facilities Work Program and each annual update shall ensure that the School District has Maximized Utilization of existing schools and that proposed projects add the necessary School Capacity to maintain the adopted Level of Service Standard.

(f) The School District Five-Year Facilities Work Program and each annual update shall identify the projected enrollment, School Capacity and Utilization percentage of all schools. The School District shall annually update the School Service Area Tables and Capital Improvements Schedule when updating the School District Five-Year Facilities Work Program.

#### 11.2 Ten and Twenty Year Work Program

(a) In addition to the School District Five-Year Facilities Work Program, the School District shall, in accordance with and subject to the terms of the Timeline Schedule (Appendix A), annually adopt a ten year and a twenty year work plan based upon revenue projections, enrollment projections and facility needs for the ten year and twenty year period. It is recognized that the projections in the ten and twenty year time frames are tentative and should be used only for general planning purposes.

#### 11.3 Transmittal

(a) The School District shall transmit copies of the proposed Educational Facilities Plan which includes the Five-Year Facilities Work Program and the ten and twenty year work program to the SWG, the Cities, and the County for review in accordance with the Timeline Schedule (Appendix A).

#### 11.4 Final Adoption

(a) Unless the adoption is delayed by mediation or a lawful challenge or otherwise under Section 16 hereof, the School Board shall adopt the School District's Educational Facilities Plan no later than September 30<sup>th</sup> of each year, and the plan shall become effective October 1<sup>st</sup> of each year.

#### 11.5 Amendments to the School District's Educational Facilities Plan

(a) The Timeline Schedule (Appendix A) shall govern the process for annually updating the School District Educational Facilities Plan. The amendatory process set forth in Section 12 herein shall control any other amendments to the plan and all Spot Surveys.

(b) The School Board shall not amend the School District Five-Year Facilities Work Program as provided in Section 12 herein so as to modify, delay or delete any school capacity producing project in the first three (3) years of the Capital Improvements Schedule set forth in the plan unless the School District, by a majority vote of its Board members, provides written confirmation that:

1. The modification, delay or deletion of the project is required in order to meet the School District's constitutional obligation to provide a County-wide uniform system of free public schools or other legal obligations imposed by state or federal law, imposed by existing Board policy or reasonable program requirements; or
2. The modification, delay or deletion of the project is occasioned by unanticipated changes in population projections or growth patterns or is required in order to provide needed capacity in a location that currently has a greater priority than an originally planned project and does not cause the adopted LOS Standard to be exceeded in the School Service Area from which the originally planned project is modified, delayed or deleted; or
3. The project schedule or scope has been modified to address local government concerns, and the modification does not cause the adopted LOS Standard to be exceeded in the School Service Area from which the originally planned project is modified, delayed or deleted.

## **Section 12 Annual Updates and Amendments to the School Concurrency Comprehensive Plan Elements and the School District Educational Facilities Plan**

### 12.1 Annual Updating

(a) The annual updating of the School District Educational Facilities Plan (including the School District Capital Improvements Schedule made a part thereof) shall be conducted in accordance with and subject to the terms of the Timeline Schedule as provided in Appendix A.

(b) The annual updating of the Comprehensive Plan amendments related to the Educational Facilities Plan shall be conducted as provided in the Timeline Schedule and as provided in Section 8 hereof.

### 12.2 Amendments

(a) The procedures set forth in paragraph (b) below shall apply in the event that any Party wishes to amend any of the following (except for (i) the annual updating thereof as provided in this Section and (ii) any part thereof treated under Section 5.2 herein as a School Board Prerogative that may be unilaterally amended by the School Board):

1. Level of Service Standards
2. School Service Area Boundaries
3. Timeline Schedule (Exhibit A)
4. Procedures and methodology for making concurrency determinations for Proposed Residential Developments
5. Proportionate Share Mitigation options and processes
6. School District Five-Year Facilities Work Program (which includes the School District Capital Improvements Schedule).
7. All other parts of the Public School Facilities Elements, CIEs, and ICEs, excluding however this Agreement except for matters in this Agreement covered by items (1) through (6) above

(b) The following procedures apply in amending any of the items set forth in paragraph (a) above:

1. The Party initiating the proposed amendment shall be the “Initiating Party”. The rest of the Parties and SWG shall be the “Reviewing Parties”.
2. Before officially considering an amendment and prior to submitting such amendment to the Department of Community Affairs, if required, the Initiating Party shall transmit to the Reviewing Parties a memorandum outlining the proposed amendment, including a narrative describing the purpose of the amendment and a statement regarding the impact of the proposed amendment on the applicable Comprehensive Plan(s) and other elements of school concurrency addressed by this Agreement. The memorandum must also include all data and analysis supporting the proposed amendment.
3. Within thirty (30) days of its receipt of the proposed amendment, the SWG shall provide any written comments or objections to the Initiating Party. Within sixty (60) days of its receipt of the proposed amendment, each of the Reviewing Parties shall provide any written comments or objections to the Initiating Party. Each of the Reviewing Parties shall indicate whether it approves of the proposed amendment or, it does not, the reasons for withholding its approval. Failure to object within the above deadlines shall be treated as approval of the amendments.
4. Where the approval of all the Parties is not obtained as provided above, no proposed amendment will be adopted unless and until the dispute is resolved through the dispute resolution process set forth in this Agreement.
5. Once a proposed amendment has the approval of all of the Parties, or is submitted to dispute resolution under Section 16 herein and is resolved as provided therein, the Initiating Party shall give the Reviewing Parties written notice of that event. Within 90 days after receipt of the notice (or, as to Comprehensive Plan amendments and with the consent of the School Board and other affected Parties, at the next round of such amendments), the applicable Parties will make such changes to the Public School Facilities Components (including formal changes to the School District Five-Year Facilities Work Program, the School District Capital Improvements Schedule, this Agreement, and/or the Comprehensive Plan) and/or to the Land Development Regulations as are required by law or are otherwise necessary to effectuate the amendment.

### 12.3 Unilateral School Board Amendments

(a) The School Board may amend the School District Five-Year Facilities Work Program and the School District Capital Improvements Schedule as to any matter covered by the School Board Prerogatives under Section 5.2 hereof as part of the annual update without the consent or comment of any other Party but otherwise in accordance with the Timeline Schedule (Exhibit A).

(b) In the alternative, the School Board may make such amendments, as provided in Section 5.2, outside the annual update process mandated by statute and without the consent or comment of any other Party, but only upon giving to SWG at least 15 days written notice of the amendment before it becomes effective. Once the amendment becomes effective, the School District shall give the Local Governments written notice of that event. Within 90 days after receipt of the notice (or, as to Comprehensive Plan amendments and with the consent of the School Board and other affected Parties, at the next round of such amendments), the applicable Local Governments shall make such changes to the Public School Facilities Components (including formal changes to the School District Five-Year Facilities Work Program, the



School District Capital Improvements Schedule, this Agreement and/or the Comprehensive Plan) and/or the Land Development Regulations as are required by law or are otherwise necessary to effectuate the amendments.

(c) Changes that do not require formal amendments to Comprehensive Plans may be made by ordinance only.

#### 12.4 Miscellaneous Comprehensive Plan Matters

(a) A Local Government may, without consent or comment of any other Party, include in its Public School Facilities Element, or (if so included) amend, any local issues not specifically required by statute (FS) or rule (FAC) by following the normal Comprehensive Plan amendment process.

(b) The process for the development, adoption, and amendment of the Intergovernmental Coordination Element and the Capital Improvements Element shall comply with the process set forth in Section 163.3184, Florida Statutes.

### **13 Establishing and Maintaining Level of Service Standard**

#### 13.1 Establishment of School Service Areas (SSAs)

(a) The Parties hereby agree that school concurrency shall be measured and applied on a less than district-wide basis using School Service Areas (SSAs). The parties hereby adopt the SSAs that are set forth in Appendix "E" of this Agreement.

1. The School District and Local Governments shall apply school concurrency using School Attendance Zones, as adopted and amended by the School Board, as the School Service Areas. Designated buffer zones may be created between SSAs where natural barriers or long distances would create a transportation burden for students. Use of this method will create a separate map for each elementary, middle and high school. Each School Attendance Zone will become its own School Service Area (SSA).

(b) The County and Cities shall adopt the School Service Areas and the process for modification as defined herein into the Public School Facilities Element of their Comprehensive Plans.

#### 13.2 School Service Area Boundary (SSAB) Modification

(a) As future boundary modifications are required for schools programmed in the School District Five-Year Facilities Work Program, school Attendance Boundaries shall be modified to the greatest extent possible to provide that Attendance Boundaries be coterminous with traffic analysis zone boundaries.

(b) As long as a School Service Area is aligned with a School Attendance Zone, the School Board may unilaterally amend, without the consent or comment of any other Party, the zone's Attendance Boundaries and hence the School Service Area. Any Party may, however, propose a modification to the School Service Area Boundaries that departs from the requirement that each School Service Area be aligned solely with a School Attendance Zone. In that event, the change may only be made in accordance with Section 12.1 or 12.2, whichever Section is applicable. Prior to adopting any change, whether pursuant to Section 12.1, 12.2 or 12.4, the School District must verify that as a result of the modification:

1. The adopted Level of Service Standard 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, court approved desegregation plans and other relevant factors such as those described in the definition herein of Maximized Utilization.

### 13.3 Level of Service (LOS)

- (a) The adopted Level of Service Standard for each year of the five year planning period and through the long term planning period for each School Service Area will be 100% of the FISH Capacity.

### 13.4 Exemptions

- (a) The following residential uses shall be considered exempt from the requirements of school concurrency:

1. All single family lots of record at the time the School Concurrency implementing ordinance becomes effective.
2. Any Residential Development that received a site plan approval or its functional equivalent prior to July 1, 2008, where that approval has not expired and the approval remains valid.
3. Any amendment to any previously approved Proposed Residential Development which does not increase the number of dwelling units or change the type of dwelling units (single-family to multi-family, etc.).
4. Any Age restricted community with no permanent residents under the age of eighteen (18). Exemption of an age restricted community will be subject to a restrictive covenant limiting the age of permanent residents to 18 years and older.

- (b) Upon request by a Developer submitting a land development application with a residential component, the School District shall issue a determination as to whether or not the development, lot or unit is exempt from the requirements of school concurrency.

### 13.5 School Concurrency Regulations

- (a) Each Local Government shall adopt school concurrency provisions into its Land Development Regulations (LDRs), with an effective date of July 1, 2008, consistent with the requirements of this Agreement.

1. In the event that any City does not satisfy this requirement, the City shall be deemed to have "opted in" to the County school concurrency Land Development Regulations and agrees to be bound by the terms and provisions therein until it adopts its own School Concurrency Ordinance. Each Local Government represents that its governing body has prior to the effective date of this Agreement adopted such ordinance and taken such other action as is required by law to effectuate this mandatory "op in" provision if it is triggered.
2. At any time, any Local Government may opt out of the County's implementing ordinance through implementing its own school concurrency ordinance.

- (b) The concurrency provisions adopted as provided in paragraph (a) above shall provide procedures for review of Development Orders.

## **Section 14 School Concurrency Process**

### 14.1 Effective Date

- (a) The provisions of this Section shall become effective on July 1, 2008.

### 14.2 Review Process

- (a) The County, the Cities and the School Board shall ensure that the minimum Level of Service Standard established for each Type of School is maintained. Consequently, no new Comprehensive Plan amendment, rezoning, conceptual plan, preliminary plat, site plan or functional equivalent, or building permit, involving a proposed Residential Development, may be approved by the County or Cities unless the residential development is exempt from these requirements as provided in Section 13.4 of this Agreement or until an appropriate School Capacity Availability Determination Letter (SCADL) has been issued, indicating that adequate school facilities exist.
- (b) Any developer submitting a Development Permit application (such as a land use map amendment, rezoning, site plan or preliminary plat) with a residential component that is not exempt under Section 13.4 of this Agreement is subject to school concurrency and must prepare and submit a School Impact Analysis, as applicable, for review by the School District. The School Impact Analysis must indicate the location of the development, number of dwelling units and unit types (single-family, multi-family, apartments, etc.), and age restrictions for occupancy, if any. The Local Government shall initiate the review by determining that the application is sufficient for processing. Upon determination of application sufficiency, the Local Government shall transmit the School Impact Analysis to the School District for review. The School District will verify whether sufficient Permanent Student Stations for each applicable Type of School are available or not available to support the development. A flow chart outlining the school concurrency review process is included as Appendix "G". The process is as follows:
  1. The School District shall review the School Impact Analysis for Proposed Residential Developments that have been submitted and deemed sufficient for processing by the applicable Local Government.
  2. The School District shall review each School Impact Analysis in the order in which it is received and shall issue a School Capacity Availability Determination Letter to the applicant and the affected Local Government within fifteen (15) working days of receipt of the application.
  3. The School District may charge the applicant a non-refundable application fee payable to the School District to meet the cost of review.
  4. The following table identifies the type of concurrency certificate required for each Development Order type.

|   | <b>Development Order</b>                                                        | <b>SCADL Required</b> | <b>Vesting Allowed<sup>2</sup></b> | <b>Vesting Required</b> |
|---|---------------------------------------------------------------------------------|-----------------------|------------------------------------|-------------------------|
| 1 | Comprehensive Plan Land Use Amendments and Rezonings                            | Conditional           | No                                 | No                      |
| 2 | Conceptual Development Plans                                                    | Conditional           | No <sup>1</sup>                    | No                      |
| 3 | Preliminary Plats                                                               | Conditional           | No <sup>1</sup>                    | No                      |
| 4 | Final Site Plans and Land Development Permits for Roads, Drainage and Utilities | Conditional or Final  | Yes                                | No                      |
| 5 | Building Permits                                                                | Final                 | Yes                                | Yes                     |

<sup>1</sup> Vesting is allowed for projects with a proportionate share agreement or an approved developer's agreement for a major roadway improvement.

<sup>2</sup> At the time of vesting, the applicant must pay appropriate impact fees.

- i. A Conditional SCADL is a determination that adequate school capacity is available at the time of evaluation but does not vest school capacity. If Available School Capacity is not sufficient to meet the school demand associated with the development application, a determination letter may be issued with a condition identifying improvements necessary to meet an adopted Level of Service Standard and the cost-feasible mechanism for implementing the necessary improvements. This shall not limit the authority of a Local Government to deny a Development Permit or its functional equivalent, pursuant to its home rule regulatory powers.
  - ii. A Final SCADL vests School Capacity. A Final SCADL shall not be required in conjunction with a building permit if the residential unit is already vested through a previously issued Final SCADL.
- (c) In the event that there is not sufficient Available School Capacity in the School Service Area in which the Proposed Residential Development is located or in an adjacent School Service Area to support the development, the School Board shall, pursuant to Agreement entertain any developer proposed Proportionate Share Mitigation. If the proposed mitigation is accepted, the school board shall enter into an enforceable and binding agreement with the affected Local Government and the developer pursuant to this Agreement.
- (d) The Local Government shall be responsible for notifying the School District when a Proposed Residential Development has paid its school impact fees and when the Development Order for the Proposed Residential Development expires.

#### 14.3 Student Generation Calculation

- (a) To determine a Proposed Residential Development's projected students, the projected number and type of residential units shall be converted into projected students for all schools of each type within the specific School Service Area using the School District Student Generation Multipliers contained in Appendix "F."

#### 14.4 Utilization Determination

- (a) The School District shall create and maintain a Development Review Table (DRT) for each School Service Area, and will use the DRT to compare the projected students from Proposed Residential Developments to the School Service Area's Available School Capacity. Available School Capacity

shall be derived using the following formula:

$$\text{Available School Capacity} = \text{School Capacity}^1 - (\text{Enrollment}^2 + \text{Vested}^3)$$

Where

<sup>1</sup> School Capacity = FISH Capacity including the FISH Capacity of schools programmed for construction in the first three (3) years of the School District Five-Year Facilities Work Program.

<sup>2</sup> Enrollment = Student enrollment as counted at the Fall FTE.

<sup>3</sup> Vested = Students projected to be generated from Residential Developments approved after the implementation of school concurrency where all school impact fees have been paid, plus students projected to be generated from residential building permits issued since implementation of school concurrency for lots that existed prior to implementation of school concurrency where either (1) no certificate of occupancy has been issued or (2) a certificate of occupancy has been issued since the last fall FTE.

(b) At the Fall FTE, the vested number of students on the Development Review Table 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.

(c) The County and the Cities shall notify the School District as residential building permits that are exempt are issued and as certificates of occupancy are approved for residences on lots that existed prior to implementation of school concurrency. The County and the Cities shall provide to the School District the address(es) of the aforesaid new residences along with information on the type of residential unit. As the information is obtained from the County and Cities, the School District shall update the vested column of the Development Review Table.

#### 14.5 The Three Year Rule

(a) If new School Capacity within a School Service Area will be in place or under actual construction in the first three years of the School District's Five-Year Facilities Work Program, the new School Capacity will be added to the Student Capacity shown for the School Service Area, and the Utilization rate will be adjusted accordingly.

#### 14.6 Adjacent School Service Area Capacity

(a) If the projected student growth from a Proposed Residential Development causes the adopted Level of Service Standard to be exceeded in a School Service Area, an Adjacent School Service Area will be reviewed for Available School Capacity. In conducting the adjacency review, the School District shall first use the Adjacent School Service Area with the most Available School Capacity to evaluate projected enrollment and, if necessary, shall continue to the School Service Area with the next most Available School Capacity until all adjacent School Service Areas have been evaluated or until sufficient Available School Capacity has been identified to allow a School Capacity Availability Determination Letter to be issued approving school concurrency. If a SCADL is issued, the SCADL shall note the School Service Areas and their Available School Capacity.

(b) If a Proposed Residential Development causes the Level of Service Standard in the School Service Area in which it is proposed to be located to exceed the Adopted Level of Service Standard and if there is sufficient Available School Capacity to accommodate the development in an Adjacent School Service Area, actual development impacts shall be shifted to the contiguous School Service Area having Available School Capacity. This shift shall be accomplished through boundary changes or by assigning future students from the development to the Adjacent School Service Area.

#### 14.7 Issuance and Term of School Concurrency

(a) If the School District reviews a Proposed Residential Development project application and determines that there is sufficient Available School Capacity at the adopted Level of Service Standard to accommodate the students projected to be generated from the development project, the School District shall issue a School Capacity Availability Determination Letter indicating that adequate school facilities exist to support the student impacts. Issuance of a determination letter identifying that adequate capacity exists indicates only that existing and planned school facilities are currently available, and does not guarantee that school facilities will be available at the time of any subsequent concurrency review.

(b) The Local Government shall not issue a building permit for a non-exempt residential unit unless the unit is vested for school concurrency purposes, and the Local Government shall not vest approval of any Proposed Residential Development for such purposes until (i) confirmation is received from the School District that there is sufficient Available School Capacity to accommodate the development and (ii) school impact fees have been paid. Local Government vesting of school concurrency for a Proposed Residential Development shall be valid for one (1) year after approval. The Local Government may extend this approval for up to a total of three (3) years, provided that the applicant signs a waiver of rights for the refund of school impact fees in exchange for the extension of the approval. Once a building permit is issued, school concurrency vesting for the permitted Proposed Residential Development shall be considered valid as long as the building permit or its functional equivalent is active.

(c) The Local Government shall notify the School District within ten (10) days of receiving payment of school impact fees and vesting school concurrency for any residential development. The School District shall update its Development Review Table Database to reflect the number of students that will be generated from the newly vested residential unit, decreasing the number of available Permanent Student Stations for each school type within the designated school service areas.

(d) The Local Government shall also notify the School District within ten (10) days of when a Development Order for a vested residential development expires. The School District shall update its Development Review Table Database to reflect the number of students that will no longer be generated from the previously vested residential unit, increasing the number of available student stations for each school type within the designated school service areas.

(e) The payment of school impact fees shall occur prior to the vesting of a Proposed Residential Development, or portion thereof.

(f) If the student impacts from a Proposed Residential Development would cause the Adopted Level of Service Standard to be exceeded, the SCADL shall detail why capacity is not available, and the School District shall offer the applicant an opportunity to enter into a ninety (90) day negotiation period as described below.

#### 14.8 Proportionate Share Mitigation

(a) In the event that there is not adequate 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 and the Local Government to mitigate the impact from the development through the creation of additional School Capacity.

(b) When the student impacts from a Proposed Residential Development would cause the adopted Level of Service Standard to fail, the Developer's Proportionate Share Mitigation for the development will be based on the number of additional Permanent Student Stations necessary to meet the adopted

Level of Service Standard. The amount to be paid will be calculated utilizing the cost per Permanent Student Station allocations for elementary, middle and high school, plus a share of the land acquisition and infrastructure expenditures for school sites as determined and published annually in the School District Five Year Facilities Work Program.

1. The methodology used to calculate a developer's Proportionate Share Mitigation shall be as follows:

Proportionate Share = (Development students<sup>a</sup> - Available School Capacity) x Total Cost<sup>1</sup>  
per Permanent Student Station

Where

<sup>a</sup>Development students = Students generated by development that are assigned to that school

<sup>1</sup>Total Cost = the cost per Permanent Student Station based on average prior year expenditures for school districts along the Treasure Coast. In addition, total cost includes a share of the land acquisition and infrastructure expenditures for school sites as determined and published annually in the School District Five-Year Facilities Work Program.

(c) The applicant shall be allowed to enter a ninety (90) day negotiation period with the School District in an effort to mitigate the impact from the development through the creation of additional School Capacity. The ninety (90) day negotiation period may be extended by mutual agreement of the parties. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer shall enter into a binding and enforceable agreement with the School Board and the Local Government with jurisdiction over the approval of the Development Order.

(d) 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 District Five-Year Capital Facility Plan. Capacity projects identified within the first three (3) years of the School District Five-Year Capital Facility Plan shall be considered as committed in accordance with this Agreement.

1. If capacity projects are planned in years four (4) or five (5) of the School District Five-Year Capital Facility Plan within the same School Service Area as the Proposed Residential Development, the developer may pay his proportionate share to mitigate the proposed development in accordance with the formula provided in this Agreement.
2. If a capacity project does not exist in the School District Five-Year Capital Facility Plan, the School Board may add a capacity project to satisfy the impacts from the Proposed Residential Development, as long as financial feasibility of the School District Five-Year Facilities Work Program can be maintained. Mitigation options may include, but are not limited to:
  - i. Contribution of land in conjunction with the provision of additional school capacity; or
  - ii. Provision of additional Permanent Student Stations through the donation of buildings for use as a primary or alternative learning facility; or
  - iii. Provision of additional Permanent Student Stations through the renovation of existing buildings for use as learning facilities; or
  - iv. Construction of Permanent Student Stations or Core Capacity; or

- v. Construction of a school in advance of the time set forth in the School District Five-Year Facilities Work Program: or
  - vi. Construction of a charter school designed in accordance with School District standards and State Requirements for Educational Facilities (SREF), providing permanent School Capacity to the District's inventory of student stations. Use of a charter school for mitigation must include provisions for its continued existence, including but not limited to the transfer of ownership of the charter school property and/or operation of the school to the School Board.
3. In exchange for the construction of a public school facility which provides more capacity than required by the development subject to Proportionate Share Mitigation, the developer will have the right to sell capacity credits for School Capacity in excess of what was required to serve the Proposed Residential Development.
  4. If and to the extent required by Florida Law, a Development Permit shall not be denied because of inadequate Available School Capacity, if such capacity is available or may be achieved pursuant to the provisions of Florida law or if the developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created pursuant to the provisions of Florida law. Where a Development Order requested is identified as requiring a conditional SCADL as set forth in the table shown in Section 14.2, the conditions in Section 14.2(b)4i shall apply.

(e) For the mitigation options provided above, the costs associated with the identified mitigation shall be based on the estimated cost of the improvement on the date that the improvement is programmed for construction. Future costs will be calculated using estimated values at the time the mitigation is anticipated to commence.

1. The cost of the mitigation required by the developer shall be credited toward the payment of his school impact fee.
2. If the developer's required mitigation cost is greater than the school impact fees for the development, the difference between the developer's mitigation costs and the impact fee credit is the responsibility of the developer.

(f) Upon conclusion of the ninety (90) day negotiation period, or as extended by mutual agreement, a new School Capacity Availability Determination Letter shall be issued identifying whether or not sufficient Available Student Capacity has been identified to serve the development. If mitigation has been agreed to, the School District shall identify in the School Capacity Availability Determination Letter that there is adequate Available School Capacity for the development, subject to those mitigation measures agreed to by the Local Government, Developer and the School Board. Prior to vesting approval of a Proportionate Share Mitigation project, the mitigation measures shall be memorialized in an enforceable and binding agreement with the Local Government, the School Board and the developer, and impact fees shall be paid. The mitigation agreement shall specifically detail mitigation provisions, identify the capacity project, indicate the financial contribution to be paid by the developer, provide a method of surety in form of a bond or letter of credit in the amount of the contribution, and include any relevant terms and conditions. If mitigation is not agreed to, the School Capacity Availability Determination Letter shall detail why any mitigation proposals were rejected and detail why the Proposed Residential Development is not in compliance with school concurrency requirements.



## 14.9 Appeal Process

- (a) An applicant substantially affected by a School Capacity Availability Determination Letter determination made as a part of the school concurrency process may appeal such determination through the process provided in Chapter 120, Florida Statutes. A School Capacity Availability Determination Letter, indicating either that adequate capacity is available, or that there is insufficient Available School Capacity following the ninety (90) day negotiation period as described above, constitutes final agency action by the School District for purposes of Chapter 120 Florida Statutes.
- (b) An applicant substantially affected by a Local Government decision made as a part of the school concurrency process may appeal such decision within 15 business days to the governing body of the Local Government (See Appendix G).

## Section 15 Special Provisions

### 15.1 School District Requirements

- (a) The Parties acknowledge and agree that the School Board has both constitutional and statutory obligations to provide a uniform system of free public schools on a countywide basis and that those obligations are or may be derived from the Florida and United States Constitutions and other state or federal statutes regarding the operation of the public school system. 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 District's constitutional and statutory obligation to provide a uniform system of free public schools on a Countywide basis or to require the School District 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 District's constitutional or statutory obligation. The County and the Cities also acknowledge that the School District's obligations under this Agreement may be superseded by state or federal court orders or other state or federal legal mandates. The Parties also acknowledge and agree that the School Board has, under Article IX, §4 of the Florida Constitution, the authority to "operate and control" the public schools in the Indian River School District, and thus has the discretion to determine suitable programmatic requirements that may alter Available Capacity, and such constitutional authority is not waived by this Agreement.
- (b) The School Board agrees to hold harmless, indemnify, and defend the County and/or the Cities, the members of their governing board and their staffs, and each of them, for and from any all claims, civil actions, damages or administrative proceedings, of whatever kind or nature whatsoever in Law or equity whether known or unknown, foreseen or unforeseen, created by or arising from or alleged to be arising from this Agreement, including but not limited to, any action done or not done in reliance upon any undertakings or obligations by the School Board pursuant to this Agreement or upon any advice or other representation made by the School Board pursuant to its undertakings or obligations set forth in this Agreement. Such defense shall be carried out by counsel reasonably acceptable to the Party(ies) being defended. Such indemnification shall include but not be limited to tort claims, actions for declarative relief, claims alleging that the act triggering this clause violates the Laws or Constitutions of the United States and/or the State of Florida, or for claims arising under common law rules or the Bert J. Harris Property Rights Protection Act. (CH 70 Florida Statutes 2007 as amended.) Upon receipt of the notice of any such claim, civil action, or administrative proceeding, the party invoking the terms of this provision shall notify the School Board in writing as soon as practicable. However, notwithstanding this provision, the Parties, including the School Board under this indemnity requirement, do not waive the limits of liability set out in Section 768.28, Florida Statutes, and are not liable for any discretionary or governmental decision or action for which they may have sovereign immunity. A party seeking indemnity shall have an ongoing duty of assistance and cooperation.

## 15.2 Land Use Authority

(a) The Parties specifically acknowledge the land use authority of each Local Government within its own jurisdiction, including the authority to approve or deny Comprehensive Plan amendments and Development Orders within its own jurisdiction. Nothing herein represents or authorizes a transfer of this authority to any other Party.

(b) Notwithstanding any provisions herein to the contrary, nothing herein shall obligate a Local Government to include in its Comprehensive Plan, or to otherwise acquiesce in, any planned school facility (or site acquisition therefore) that is inconsistent with the Local Government's Comprehensive Plan or in violation of its Land Development Regulations (subject to any statutory override).

(c) This Agreement does not limit the authority of a Local Government to grant or deny a development permit or its functional equivalent or a comprehensive plan change pursuant to its regulatory powers for reasons unrelated to school concurrency.

## **Section 16 Resolution of Disputes**

16.1 If the parties to this Agreement fail to resolve any conflicts related to issues covered in this document, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapters 164 and 186, Florida Statutes.

## **Section 17 Amendment Process and Term of the Agreement**

17.1 This Agreement may be amended by written consent of all parties to this Agreement. The Agreement will remain in effect in accordance with Florida Statutes. If the Florida statute as it pertains to school planning coordination and/or school concurrency is repealed, the applicable portions of this Agreement related to school concurrency may be terminated by written consent of all parties of this Agreement.

## **Section 18 Execution in Counterparts**

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

## **Section 19 Appendices**

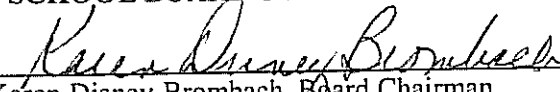
19.1 The provisions in the appendices attached hereto are incorporated here by reference and made a part of this Agreement, provided the provisions in the remainder of this Agreement shall control if and to the extent they conflict with any provisions in the appendices.

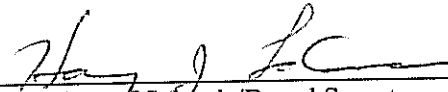
## **Section 20 Effective Date**

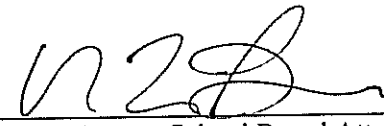
20.1 The effective date of this Agreement shall be March 1, 2008, whereupon this Agreement shall supersede the Interlocal Agreement, effective January 1, 2004, between the Parties (except for the Town of Indian River Shores which was not a party to that agreement).

DULY PASSED AND ADOPTED BY THE SCHOOL BOARD OF INDIAN RIVER COUNTY SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA, THIS 26TH DAY OF FEBRUARY, 2008.

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

By   
Karen Disney-Brombach, Board Chairman


ATTEST   
Superintendent of Schools/Board Secretary

Approved as to form and correctness:   
Usher Brown, School Board Attorney

(CORPORATE SEAL)

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF  
INDIAN RIVER COUNTY, FLORIDA, THIS 12th DAY OF February, 2008.

**BOARD OF COUNTY COMMISSIONERS  
OF INDIAN RIVER COUNTY**

By:   
Sandra L. Bowden, Chairman

ATTEST:

By:   
Jeffrey K. Barton, Clerk

Approved as to form and correctness:

  
For William G. Collins II, County Attorney

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF FELLOSMERE, FLORIDA, THIS  
21<sup>st</sup> Day of Feb., 2008.

CITY OF FELLOSMERE, FLORIDA

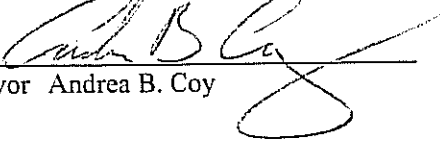
Sara Savage  
Mayor Sara J. Savage

Attest Deborah A. Kuz (Seal)  
City Clerk

Duly Passed and Adopted by the City Council of Fellsmere, Florida, this Day of Feb 21, 2008.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF SEBASTIAN, FLORIDA, THIS  
13th Day of February, 2008.

CITY OF SEBASTIAN, FLORIDA

  
\_\_\_\_\_  
Mayor Andrea B. Coy

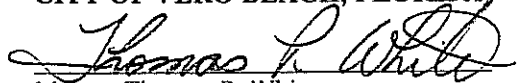
Attest


  
\_\_\_\_\_  
City Clerk

(Seal)

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF VERO BEACH, FLORIDA, THIS  
February Day of 19<sup>th</sup>, 2008.

**CITY OF VERO BEACH, FLORIDA**

  
Mayor Thomas P. White

Attest  (Seal)  
City Clerk

DULY PASSED AND ADOPTED BY THE TOWN COUNCIL OF INDIAN RIVER SHORES,  
FLORIDA, THIS 28<sup>th</sup> Day of February, 2008.

**TOWN OF INDIAN RIVER SHORES, FLORIDA**

Thomas W. Cadden Attest Laura Aldrich (Seal)  
Mayor Thomas W. Cadden City Clerk



## Appendix 'A'

### Timeline Schedule for the Annual School Concurrency & School District Educational Facilities Plan Review and Update

- **January 1<sup>st</sup> through 2<sup>nd</sup> week of January** - *County staff* to provide school district staff with population projections by Traffic Analysis Zones (TAZ).
- **2<sup>nd</sup> week of January through 3<sup>rd</sup> week of January** - data preparation and gathering for upcoming *Staff Working Group (SWG)* meeting.
  - *School district staff* to compile preliminary data for the School District Facilities Work Program.
  - *Municipal staffs* to provide to county staff a copy of their jurisdictions' land use map and list of planned and anticipated capital facilities that may be conducive to shared use with the School District (e.g. parks, libraries, and public buildings). *County staff* to prepare the same.
- **Last Week of January** - *County and School District staff* to coordinate and send to the SWG a copy of the previous year's School Concurrency Assessment Report, a copy of the previous year's School District Educational Facilities Plan, a memo indicating potential revisions to each of the aforesaid and key points of discussion, TAZ population projections, copies of County and municipal future land use maps, and a list of capital projects possible for shared use.
- **1<sup>st</sup> week of February** - *SWG* meeting.
  - For the first year, SWG reviews outline for proposed School Concurrency Assessment Report. Report may address such issues as school capacity, level of service, school service area boundaries, and school concurrency coordination/process.
  - After the 1<sup>st</sup> year, SWG reviews previous year's School Concurrency Assessment Report.
  - SWG reviews preliminary data for the School District Educational Facilities Plan regarding new schools, including population and student projections, and school facilities planned.
  - SWG reviews issues regarding coordination of land use, school needs, co-location and joint use opportunities, and on-site or off-site infrastructure improvements for schools.
- **March 1<sup>st</sup> through March 15<sup>th</sup>** - *School District staff* prepares draft School District Facilities Work Program, school service area maps, and Annual School Concurrency Assessment Report.

#### SWG Meeting 1

- The School District Educational Facilities Plan shall contain:
  - Projected five year school enrollment;
  - Existing school sites and educational facilities, their enrollments, their existing capacities, their utilization percentages, and their designed capacities upon expansion;
  - The number of portables in use at each school;
  - Projected needs for expansions, major renovations and new facilities; and
  - School District Five-Year Capital Facilities Schedule that specifies new construction, remodeling or renovation projects which will add permanent capacity or modernize existing facilities.
- *School District staff* enters appropriate data into School Concurrency computer program and prints a copy of the draft Annual School Concurrency Assessment Report.
- *County staff and School District staff* shall coordinate and send copies of said documents to the Citizens Oversight Committee (COC) for review.

**SWG  
Meeting 2**

- **3<sup>rd</sup> week of March** – *SWG* meeting to review draft Annual School Concurrency Assessment Report and draft School District Educational Facilities Plan.
  - The SWG shall evaluate whether or not the proposed School District Five-Year Facilities Work Program maintains the adopted Level of Service Standard by:
    - adding enough projects to increase the capacity, if needed, to eliminate any Permanent Student Station shortfalls, including required modernization of existing facilities; and
    - providing Permanent Student Stations for the projected growth in enrollment over each of the five (5) years covered by the Plan.

**COC  
Meeting**

- **1st week of April** – *Citizens Oversight Committee* meeting to review the draft Annual School Concurrency Assessment Report and the draft School District Educational Facilities Plan. The COC shall evaluate and provide input on the report and work program and in general on public school planning issues and activities.
- **2<sup>nd</sup> and 3<sup>rd</sup> week of April through 2<sup>nd</sup> week of May** – *County planning staff, municipal staff, and school district staff* revise both the draft Annual School Concurrency Assessment Report and the draft School District Educational Facilities Plan, based on comments from COC meeting.
- **3<sup>rd</sup> week of May** – *County Planning staff and School District staff* send draft Annual School Concurrency Assessment Report and draft School District Educational Facilities Plan to SWG members with a summary memo and a copy of the COC meeting minutes.

## EOOC Meeting

- **2<sup>nd</sup> through 3<sup>rd</sup> week of June** – *County Planning staff and School District staff* make final revisions to the draft Annual School Concurrency Assessment Report and draft School District Educational Facilities Plan. *County Planning staff and School District staff* send copies to the Elected Officials Oversight Committee (EOOC) and to local government elected officials/clerks with a summary memo.
- **2<sup>nd</sup> week of July** – *Elected Officials Oversight Committee (EOOC)* meeting to review the Annual School Concurrency Assessment Report and Draft School District Educational Facilities Plan. EOOC will discuss issues, 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.
- **3<sup>rd</sup> through 4<sup>th</sup> Week of July** – Indian River County Board of County Commissioners, School Board, and City Councils review, comment on, and approve the Annual School Concurrency Assessment Report and Draft School District Educational Facilities Plan.
- **1<sup>st</sup> through 2<sup>nd</sup> Week of August** – *County and School District staff* revise the “Annual School Concurrency Assessment Report” and Draft “School District Educational Facilities Plan” based on comments received.
- **By September 30<sup>th</sup>** – School Board shall adopt the School District’s Educational Facilities Plan for public schools in Indian River County, unless adoption is delayed as provided under Section 11.4 of this agreement.
- **Last Week of September** – *Indian River County and municipal staffs* initiate their respective Capital Improvement Element updates to include the School District’s Five Year Facilities Work Program.
- **By December 31<sup>st</sup>** - *County planning staff, and municipal staffs* update their respective jurisdiction’s Capital Improvement Element schedule consistent with the updated and adopted School District’s Five-Year Facilities Work Program.

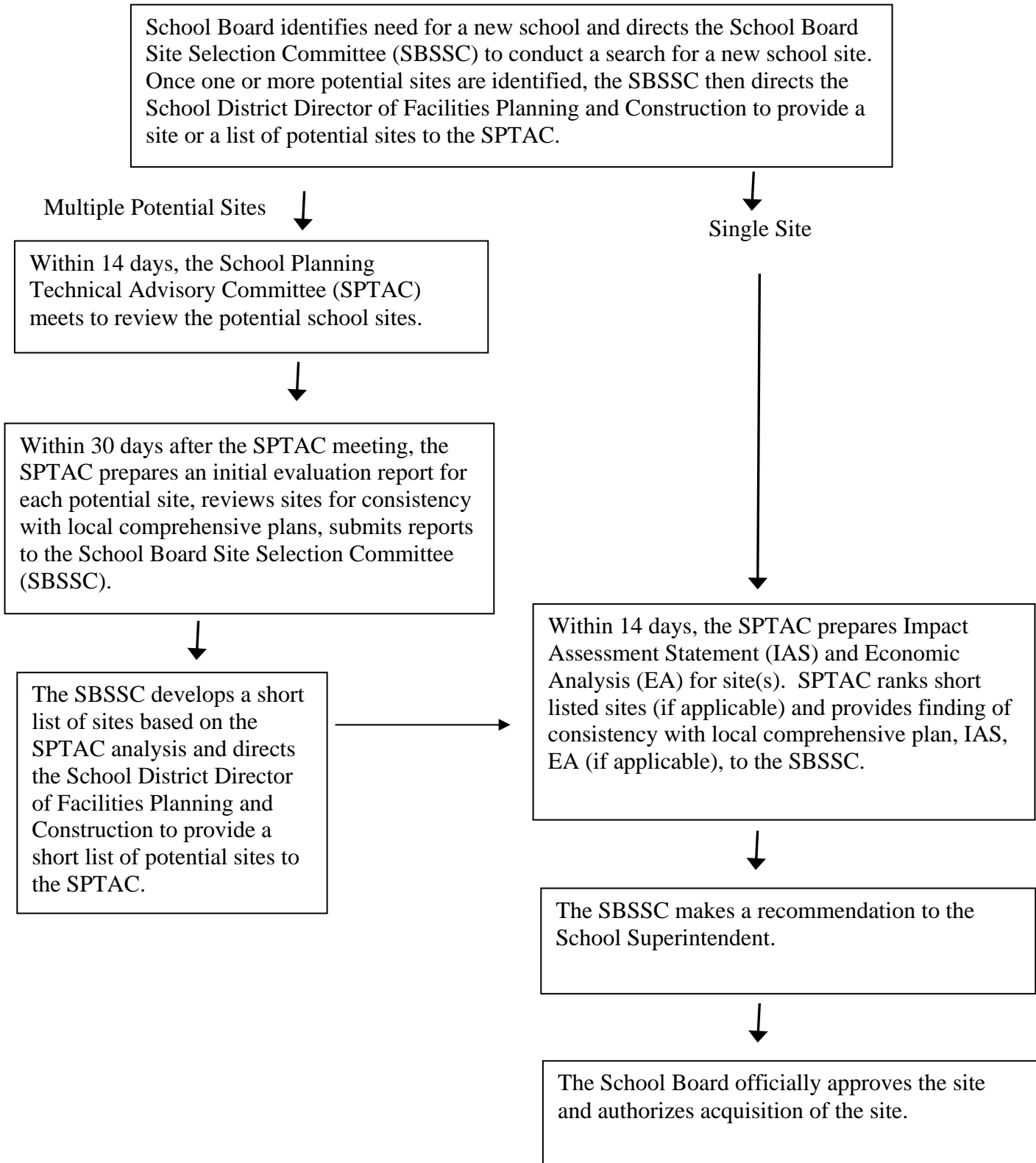
**APPENDIX 'B'**

**SCHOOL COORDINATION GROUPS/ACTIVITIES**

| <b>COMMITTEES</b>                                    | <b>SCHEDULED MEETINGS</b>                                                                       | <b>PURPOSE</b>                                                                                                                                                                                |
|------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Staff Working Group Committee                        | Semi-annually (1 <sup>st</sup> week of February and 3 <sup>rd</sup> week of March of each year) | Set direction, formulate recommendations, discuss issues                                                                                                                                      |
| Elected Officials Oversight Committee (EOOC)         | Every year (2 <sup>nd</sup> week of July of each year)                                          | Set direction, formulate recommendations, discuss issues regarding school concurrency, reach understanding<br><br>Review School District's Five-Year Facilities Work Program                  |
| School Planning Technical Advisory Committee (SPTAC) | As needed                                                                                       | Evaluate each potential school site and prepare an initial evaluation report<br><br>Prepare an Impact Assessment Statement (IAS) and Economic Analysis (EA) for each short listed school site |
| Citizen Oversight Committee (COC)                    | 1st week of April of each year                                                                  | Evaluate and assess the effectiveness of the Interlocal Agreement                                                                                                                             |

APPENDIX 'C'

**SCHOOL SITE SELECTION FLOW CHART**



**APPENDIX 'D'**  
**For Schools within the Unincorporated County**  
**INDIAN RIVER COUNTY LDR SECTION 971.14(4)**

*Educational centers including schools, primary and secondary (not including business and vocational schools) (special exception).*

(a) *Districts requiring administrative permit approval (pursuant to the provisions of 971.04):* OCR, MED, CN, CL, CG.

(b) *Districts requiring special exception (pursuant to the provisions of 971.05):* A-1 A-2 A-3 RFD RS-1 RS-2 RS-3 RS-6 RT-6 RM-3 RM-4 RM-6 RM-8 RM-10 ROSE-4 RMH-6 RMH-8 Con-1 Con-2 Con-3.

(c) *Additional information requirements:*

1. A site plan which denotes the location of all existing structures, parking facilities, and the proposed circulation plan, pursuant to the requirements of Chapter 914;
2. A description of the anticipated school service area and projected enrollment shall be provided;
3. A copy of all requisite licenses from State of Florida.

(d) *Criteria for educational facilities:*

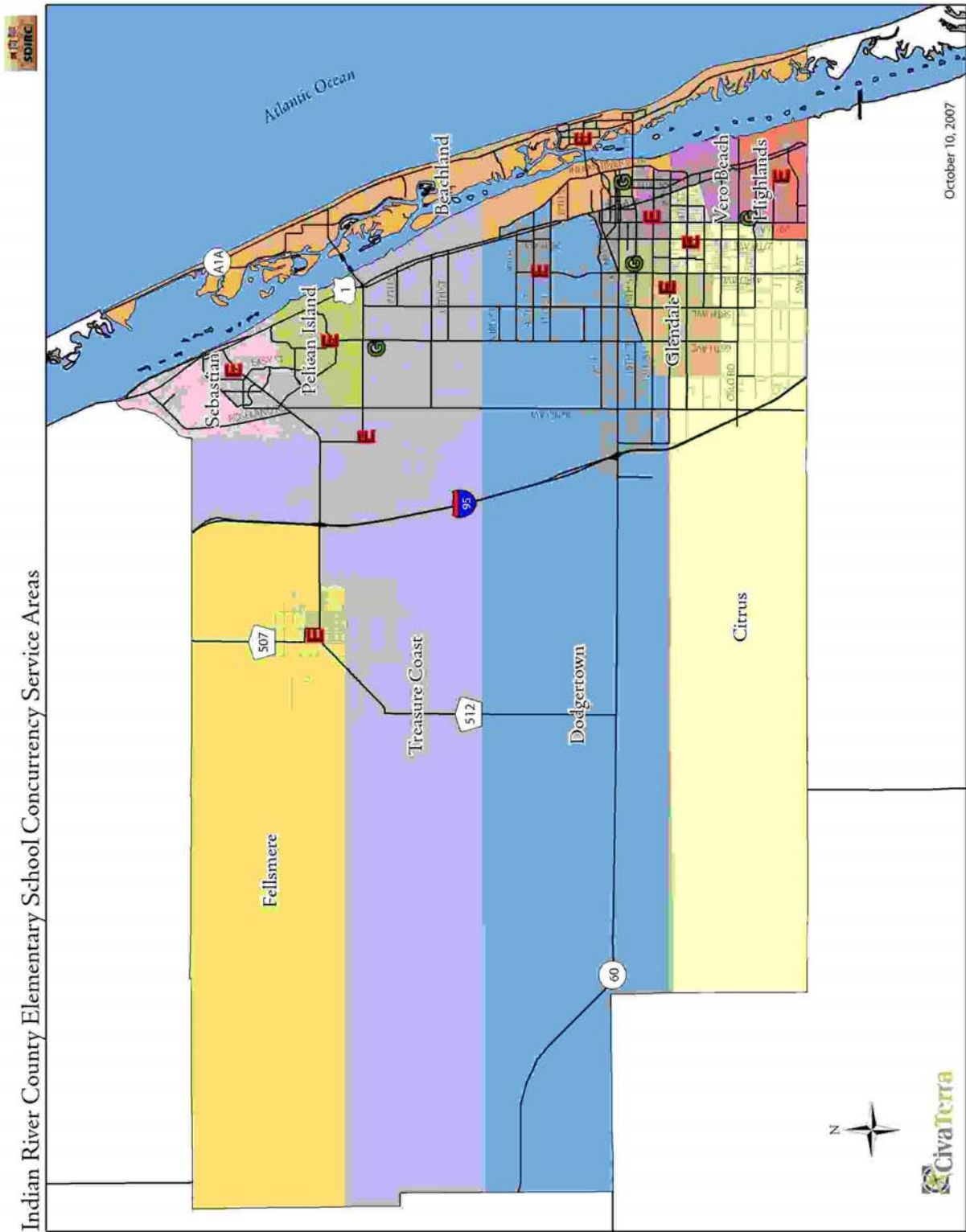
1. Sites for secondary schools shall be located near thoroughfares so as to discourage traffic along local residential streets in residential subdivisions. Elementary schools should be discouraged from locating adjacent to major arterial roadways;
  2. For the type of facility proposed, the minimum spatial requirements for the site shall be similar to standards utilized by the Indian River County School District and the State of Florida;
  3. No main or accessory building shall be located within one hundred (100) feet of any property line not adjacent to a street or roadway. No main or accessory building shall be located within fifty (50) feet of any property line abutting a local road right-of-way that serves a single-family area;
4. The applicant shall submit a description of anticipated school service area and projected enrollment, by stages if appropriate, and relate the same to a development plan explaining:
- a. Area to be developed by construction phase;
  - b. Adequacy of site to accommodate anticipated facilities, enrollment, recreation area, off-street parking, and pedestrian and vehicular

circulation on-site including loading, unloading and queuing of school bus traffic;

- c. Safety features of the development plan;
5. No rooms within the school shall be regularly used for the housing of students when located in a single-family residential district;
  6. The facilities shall have a Type "C" buffer in the A-1, A-2, A-3, RFD, RS-1, RS-2, RS-3 and RS-6 districts;
    - a. The Board of County Commissioners may waive or reduce the buffer requirements where the educational facility is located next to an existing cemetery, place of worship, child care facility, adult care facility, community center, or school. Consideration shall be given to security, noise, and visual impacts. Where a waiver or buffer reduction is granted, normal perimeter landscaping requirements shall apply, and alternative requirements (such as fencing) may be required.
  7. The facilities shall have a Type "D" buffer in all other residential districts not listed in subsection 6 above.
    - a. The Board of County Commissioners may waive or reduce the buffer requirements where the educational facility is located next to an existing cemetery, place of worship, child care facility, adult care facility, community center, or school. Consideration shall be given to security, noise, and visual impacts. Where a waiver or buffer reduction is granted, normal perimeter landscaping requirements shall apply, and alternative requirements (such as fencing) may be required.

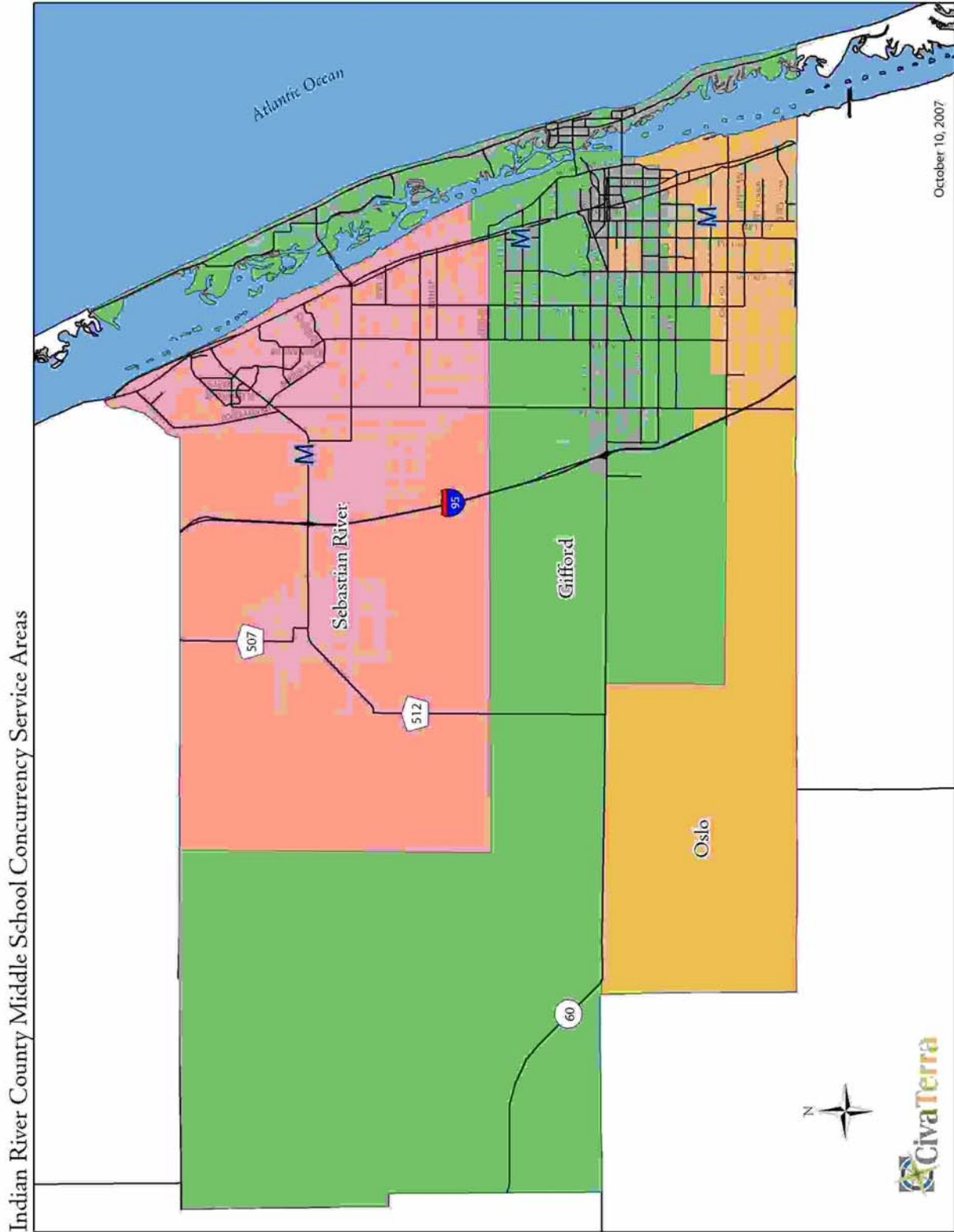
# APPENDIX 'E'

## School Service Area Boundaries

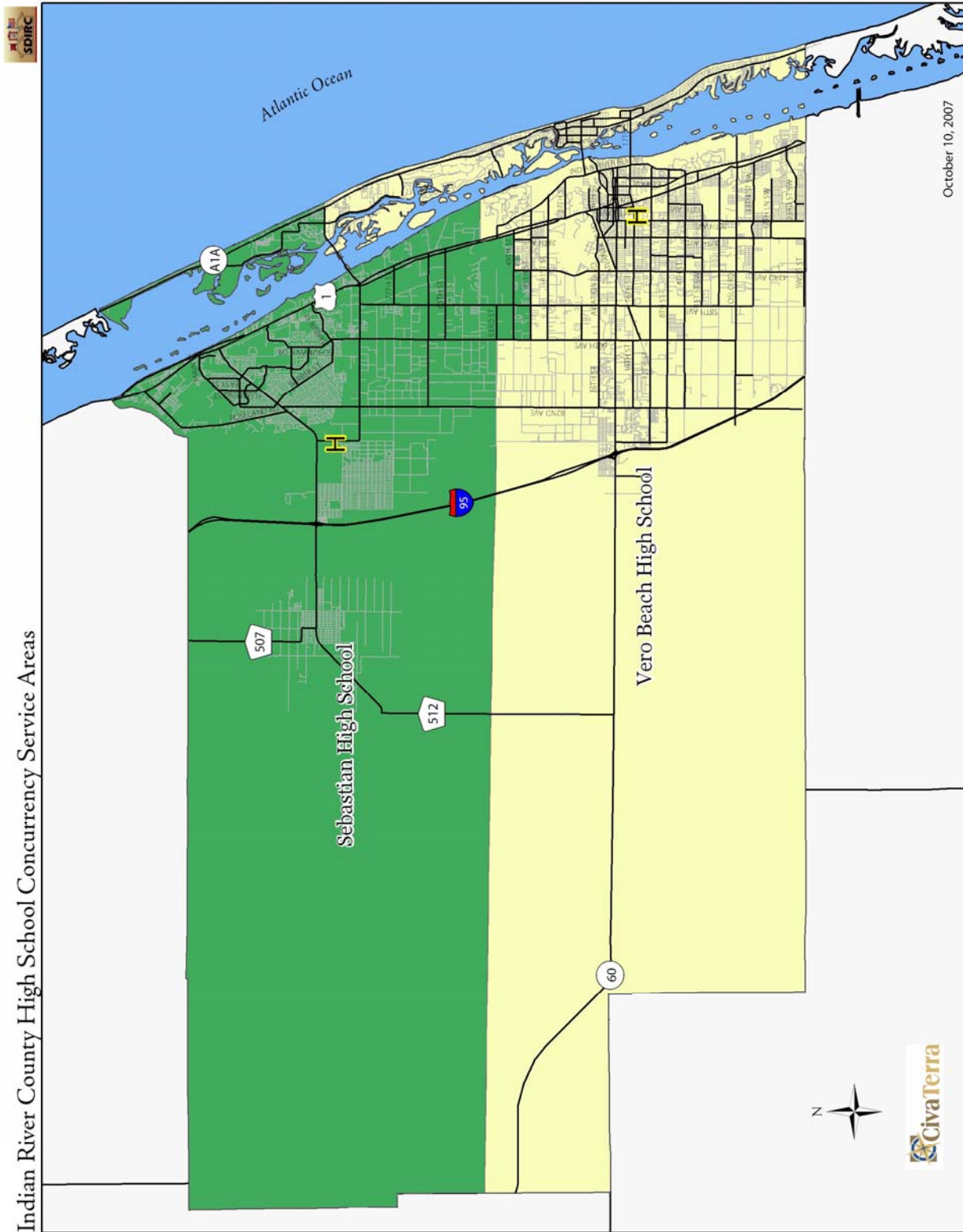




**APPENDIX 'E'**  
**School Service Area Boundaries Continued**



**APPENDIX 'E'**  
**School Service Area Boundaries Continued**



## APPENDIX 'F'

### Student Generation Multipliers

A critical component of the school concurrency process is projecting the number of students that will be generated from with new residential development, a student generation multiplier was created. Because the number of students living in a housing unit varies depending on the type of residential housing, the student generation rate per residential unit is based on three housing types: single family, multi-family, and mobile home.

Two key pieces of data were used to calculate student generation rates, including: the Geographic Information System (GIS) parcel file from the Indian River County Property Appraisers office with associated land use and attribute data (2005), and the GIS Point file based on the October 2005 FTE Survey data provided from the School District (for the school year 2005-2006). A spatial join was applied to these key files resulting in one database based on a common location. Once the data was joined, the student GIS Point file was assigned a housing type based on the closest proximity of a residential parcel to the GIS centerline point.

As a 100 percent student inventory (not a sample set), the volume of data used (16,857 geo-coded students) was large enough to offset occasional land use assignment errors. The student database was then sorted by grade and housing type.

The student generation rate (multiplier) was then calculated by dividing the total number of students (by school type) by the total number of occupied dwelling units by residential type. The occupied dwelling unit counts are based on an average 10 percent occupancy rate applied to the existing unit count by type and reconciled to the permanent household count for year 2005.

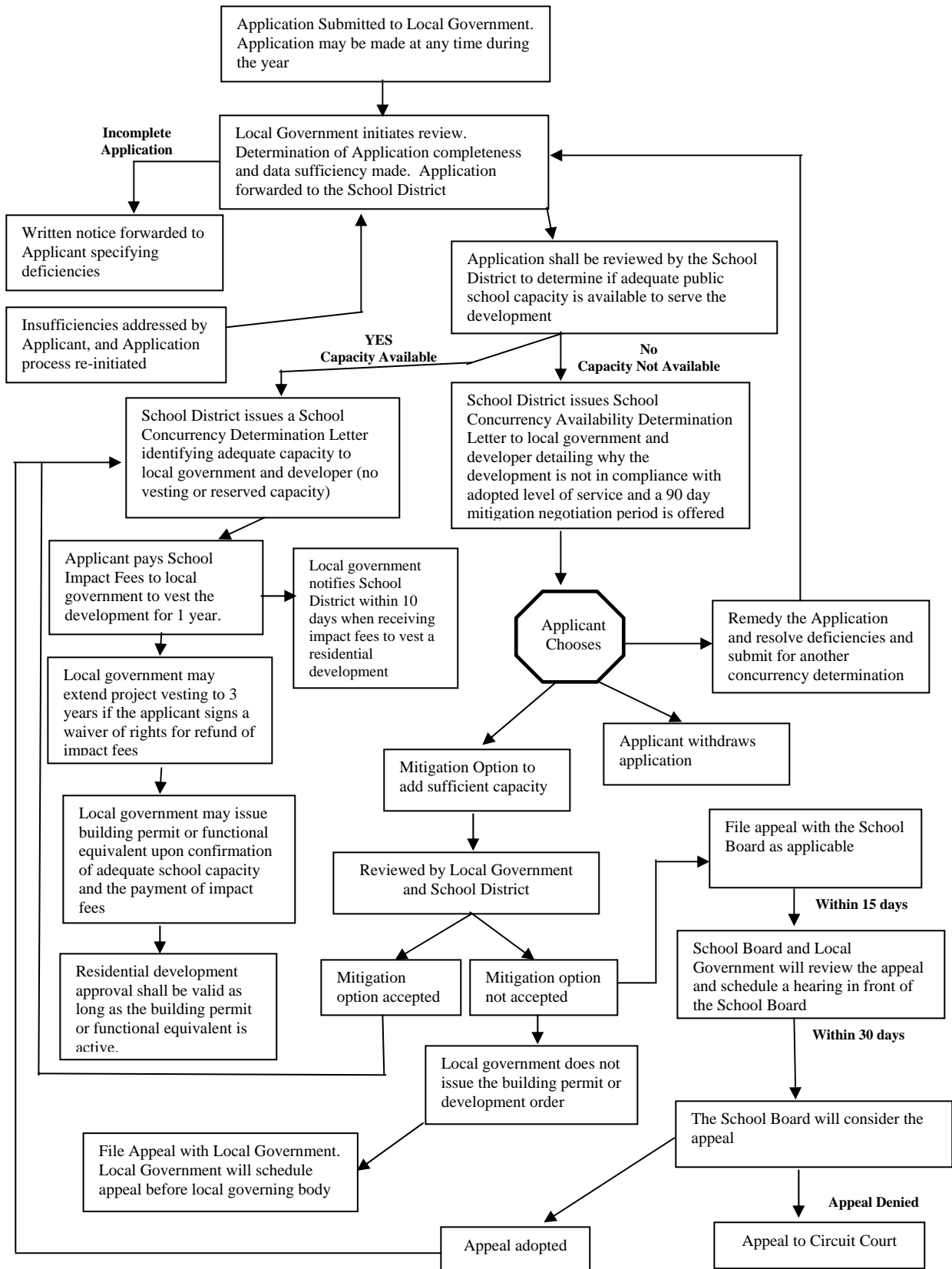
The student generation multipliers by residential housing type from the “Indian River County Student Generation Rates by Housing Type” report prepared by Fishkind and Associates, Inc. (May 24, 2006) are provided in Table 1 below.

Table 1: Student Generation Rates, Indian River County, 2005

|            | Single-Family | Multi-Family | Mobile Home | All Unit Types |
|------------|---------------|--------------|-------------|----------------|
| Elementary | 0.189         | 0.037        | 0.045       | 0.131          |
| Middle     | 0.097         | 0.015        | 0.016       | 0.066          |
| High       | 0.123         | 0.014        | 0.016       | 0.082          |
| Total      | 0.409         | 0.066        | 0.078       | 0.279          |

*Source: Fishkind & Associates, Inc., MAMCO, Inc., Indian River County School Board, Indian River County Property Appraiser*

**APPENDIX 'G'**  
**School Concurrency Review Process**  
**Flow Chart**  
**Vested Concurrency**



**APPENDIX 'G'**  
**School Concurrency Review Process**  
**Flow Chart**  
**Conditional Concurrency (Vesting Not Allowed)**

