

TAB 9



City of Palmetto Agenda Item

Meeting Date

6/21/10

Presenter:

Allen Tusing and Mark P. Barnebey

Department:

Public Works/City Attorney

Title:

CONSIDERATION OF THE AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR SCHOOL FACILITY PLANNING

BACKGROUND

In 2005, the Florida Legislature amended the Local Comprehensive Planning Act to require local governments to establish and implement school concurrency. The first required step in this process was the amendment of the Interlocal Agreement for School Facility Planning to incorporate the standards for school concurrency by April, 2008. Accordingly, in 2008 the County, the School Board and those cities that are subject to school concurrency entered into an Amended and Restated Interlocal agreement for School Facility Planning.

DISCUSSION

This Agreement also includes revisions to the process for school site selection and permitting which have already been incorporated into the Comprehensive Plan drafts. Some amendments to the existing Agreement will need to be made in the Zoning Code. The staff working group, which consists of representatives of the School Board, the County and the affected municipalities have requested that the parties agree to additional amendments to the Agreement to reflect changes in the way the school concurrency system is administered. The requested changes have been presented several times to the Council of Governments with the primary changes intended to ensure unnecessary school construction does not occur for phantom students and to address recent Legislative changes.

Both the Public Works Director and the City Attorney recommend approval of the amended Agreement.

Budgeted Amount:

\$0.00

Budget Page No(s):

Available Amount:

\$0.00

Expenditure Amount:

\$0.00

Additional Budgetary Information:

Funding Source(s):

Sufficient Funds Available:

☐ Yes
☐ No

Budget Amendment Required:

☐ Yes
☐ No

Source:

City Attorney Reviewed:

☒ Yes
☐ No
☐ N/A

Advisory Board Recommendation:

☐ For
☐ Against
☒ N/A

Consistent With:

☐ Yes
☐ No
☐ N/A

Potential Motion/Direction Requested:

I move to Approve the Amended and Restated Interlocal Agreement for School Facility Planning and authorize the Mayor to execute the Agreement.

Staff Contact:

Allen Tusing/Mark P. Barnebey

Attachments:

The Amended and Restated Interlocal Agreement for School Facility Planning.

School District of Manatee County
ILA Amendments Overview
May 12, 2010

Purpose:

Below is a description of the proposed amendments to the Interlocal Agreement for Public School Facility Planning (ILA).

Notes:

1. Table of Contents: Updated per changes below
2. Recitals: Included previous date of adoption and noted reason for revision is to comply with amendments to the Florida Statutes.
3. Section 2 Amendment and Authority: The new agreement shall replace and supersede the previous agreement.
4. Section 3 Definitions: School Concurrency Analysis Definition – define the School Concurrency Analysis (SCA) report provided by the School District to the Local Governments and referred to in Section 7.5A.
5. Section 5.2 Growth and Development Trends: During the annual update of development information include expiration dates of Certificates of Level of Service for Public School Facilities (CLOS), change in application status and as soon as available a draft of the Capital Improvements Element (CIP) which incorporates the School Districts School Capacity Program.
6. Section 5.3 Projections: Correct a typo and spell out Department of Education (DOE)
7. Section 5.5 School Capacity Program (SCP): Change the date from July 1 to August 1st since the School District does not have access to the DOE report until mid-July. Also change date the CIP must be updated from December 31st to December 1st to agree to Florida Statute 163.3177(3)(b)(1). Note: The 2009 Legislative amendments extended the date from December 1, 2007 to December 1, 2011 for the financial feasibility requirement for the SCP.
8. Section 6.2 Application Transmittal: Remove language that the Local Governments will enter information into the tracking system prior to sending the development applications to the School District.
9. Section 6.5B Requirements for School Capacity: Reference to Section 7.10 for reservation of capacity.
10. Section 7.3 Level-of-Service (LOS): Update this section in accordance with 2009 Legislative changes to the Florida Statutes 163.3180(13)(b)(4) to include relocatables with certain criteria during first three years of implementation.
11. Section 7.4 School Capacity Tracking System: Manatee County Government determined they are unable to incorporate school capacity reservations into their existing data tracking system – made changes to this section accordingly.

12. Section 7.5 Uniform School Concurrency Procedures: Include the School Concurrency Analysis report created by the School District and distributed to the Local Governments in this section. Additional criteria included in School Concurrency Determination Terms. Correct language in Eligibility section clarifying that once an application is submitted for Final Site Plan (functional equivalent) the applicant is eligible to receive a CLOS not after Final Site Plan approval.
13. Section 7.6 Final Approval; Concurrency Determination: Remove grandfathered dwelling units from the school concurrency calculation.
14. Section 7.7 Mitigation Calculation: Include language due to 2009 Legislative amendments to the Florida Statutes 163.3180(13)(e) in regards to charter schools and mitigation. Made changes to reflect actual practice and changes to make the ILA in accordance with Florida Statutes.
15. Section 7.9 Applicability for Concurrency Determination: Include applicable Developments of Regional Impacts (DRI) and platted lots in the list of development applications not subject to school concurrency.
16. Section 7.10 Reservations: Corrected terminology to actual practices and noted the date and time need to be on the applications.
17. Section 7.11 Fees: Corrected language to actual practices.
18. Section 8.1 Comprehensive Plan Provisions: Correct language to agree to Florida Statutes. 163.3177(3)(b)(1) from December 31st to December 1st. Note: The 2009 Legislative amendments extended the date from December 1, 2007 to December 1, 2011 for the financial feasibility requirement for the SCP.
19. Section 9.2 Planning of Educational Facilities: Each local government shall work with the School District to incorporate specific criteria in regards to tree preservation in the Land Development Code.
20. Section 13.4 Notices: Removed Robert Schmitt and Michele Hall; No longer employed with City of Palmetto.

**AMENDED AND RESTATED
INTERLOCAL AGREEMENT
for
PUBLIC SCHOOL FACILITY PLANNING**

**City of Bradenton
City of Holmes Beach
City of Palmetto
Manatee County
School Board of Manatee County
Town of Longboat Key**

Table of Contents

RECITALS	1
I. AUTHORITY.....	2
II. AMENDMENT AND RESTATEMENT.....	2
III. DEFINITIONS.....	3
3.1 "ACT"	3
3.2 "AFFECTED LOCAL GOVERNMENT"	3
3.3 "COMPREHENSIVE PLAN"	3
3.4 "CONCURRENCY DETERMINATION"	3
3.5 "CONTIGUOUS SERVICE AREA"	3
3.6 "DEVELOPMENT"	3
3.7 "DEVELOPMENT AGREEMENT"	3
3.8 "DEVELOPMENT PLAN"	3
3.9 "EDUCATIONAL FACILITY" OR "EDUCATIONAL FACILITIES"	4
3.10 "FINANCIALLY FEASIBLE"	4
3.11 "HORIZONTAL CONSTRUCTION"	4
3.12 "IMPACT FEE"	4
3.13 "LAND DEVELOPMENT CODE"	4
3.14 "LEVEL-OF-SERVICE STANDARDS"	4
3.15 "PROPORTIONATE-SHARE MITIGATION"	4
3.16 "RESIDENTIAL DEVELOPMENT"	4
3.17 "SCHOOL CAPACITY PROGRAM"	4
3.18 "SCHOOL CAPACITY TRACKING SYSTEM"	4
3.19 "SCHOOL CONCURRENCY ANALYSIS"	4
3.20 "SCHOOL FACILITY"	4
3.21 "SCHOOL SERVICE AREA"	5
3.22 "STAFF WORKING GROUP"	5
3.23 "SUPERINTENDENT"	5
3.24 "VERTICAL CONSTRUCTION"	5
3.25 "WORK PROGRAM"	5
IV. COORDINATION AND IMPLEMENTATION.....	5
4.1 COORDINATION.....	5
A. Elected Officials, Joint Work Session.	5
B. Staff Working Group, Periodic Meetings.	5
C. Meetings, Notice.	6
4.2 IMPLEMENTATION AND OVERVIEW OF THE ILA	6
V. SCHOOL FACILITIES PLANNING.....	6
5.1 EXISTING DEVELOPMENT COMMITMENTS.....	6
5.2 GROWTH AND DEVELOPMENT TRENDS.	6
5.3 GROWTH AND ENROLLMENT PROJECTIONS.....	7
A. Projections	7
B. Population Projections.....	7
5.4 WORK PROGRAM & EDUCATIONAL PLANT SURVEY.	7
5.5 SCHOOL CAPACITY PROGRAM.....	8
A. Preparation.	8
B. Approval.....	8
C. Incorporation into Comprehensive Plan.....	8
D. Financial Feasibility	8

VI. PLANNING AND DEVELOPMENT REVIEW	8
6.1 LOCAL PLANNING AGENCY REPRESENTATION	8
6.2 APPLICATION TRANSMITTAL	9
A. Application Submission	9
B. Notice of Public Hearings	9
6.3 APPLICATIONS SUBJECT TO REVIEW	9
a. Comprehensive Plan Amendments	9
b. Zoning Changes	9
c. Development Plan Approvals	9
6.4 SUPERINTENDENT REVIEW	9
6.5 DEVELOPMENT CONSIDERATION AND APPROVAL	11
A. Consideration of Report.	11
B. Requirements for School Capacity	11
VII. SCHOOL CONCURRENCY	11
7.1 SCHOOL CONCURRENCY	11
7.2 SCHOOL SERVICE AREAS	11
A. School Service Areas	11
B. Criteria & Standards for Establishing & Modification	12
C. Modification of School Service Areas	12
7.3 LEVEL-OF-SERVICE STANDARDS	13
A. Establishment	13
B. Contiguous School Service Area	13
C. Student Projections	13
D. Capacity	13
E. Level-of-Service Standards	13
F. Modification	14
7.4 SCHOOL CAPACITY TRACKING SYSTEM	14
A. Establishment & Technological Maintenance	14
B. Access & Data Maintenance	14
C. Information	14
D. Student Generation Rates	15
E. Operational Procedures	15
7.5 UNIFORM SCHOOL CONCURRENCY PROCEDURES	15
A. Term of School Concurrence Analysis	15
B. Term of Concurrence Determination.	15
C. Eligibility	15
7.6 FINAL APPROVAL; CONCURRENCY DETERMINATION	16
7.7 PROPORTIONATE-SHARE MITIGATION	16
A. Options for Proportionate-Share Mitigation	17
B. Negotiation	17
C. Mitigation Calculation	17
D. Valuation of Mitigation, Impact Fee Credits	17
E. Development Agreement	17
F. Form of Mitigation, Discretion of School Board and Affected Local Government.	18
7.8 DEVELOPMENT AGREEMENTS	18
A. Required Provisions	18
B. Requirements related to Development Agreements	18
C. Discretion of School Board and Affected Local Government	19
D. Consistency	19
7.9 APPLICABILITY FOR CONCURRENCY DETERMINATION	19
7.10 RESERVATIONS	20
7.11 FEES	20

VIII. CODIFICATION	20
8.1 COMPREHENSIVE PLAN PROVISIONS.	20
A. Development.	20
B. Adoption.....	20
C. Amendment	21
D. Consistency of Comprehensive Plans; Applicable Law.....	21
8.2 ADOPTION AND CONSISTENCY OF LDC PROVISIONS.....	21
8.3 NOTICE TO PARTIES; PUBLIC HEARING.	21
8.4 IMPLEMENTATION AND APPLICABILITY.....	21
A. Implementation of School Concurrency.....	22
B. Implementation of Development Requirements.....	22
C. Applicability.....	22
IX. SCHOOL PLANNING, COLLOCATION AND SURPLUS PROPERTY.....	22
9.1 SCHOOL SITE SELECTION.....	22
A. Site Selection.....	22
B. Selection Criteria.....	22
9.2 PLANNING OF EDUCATIONAL FACILITIES	23
A. Consistency with Comprehensive Plan and LDC.....	23
B. Preliminary Notice of Consistency.....	23
C. Determination of Consistency	24
D. Conditions of Approval.....	25
E. Existing Schools.....	25
F. Codification; Amendments to LDC.....	26
G. Monitoring & Reporting; Additional LDC Amendments.....	26
9.3 SITE IMPROVEMENTS.....	26
A. Determination of, Agreement for, On-Site and Off-Site Improvements	26
B. School Site Plan Review	26
9.4 COLLOCATION AND SURPLUS PROPERTY	27
A. Agreements for Operations and Maintenance.	27
B. Surplus Property.....	27
X. ROLE OF PARTIES, DISPUTE RESOLUTION	27
10.1 ROLES OF THE PARTIES	27
10.2 DISPUTE RESOLUTION	28
A. Procedures	28
B. Preservation of Rights	28
XI. DEFAULT; ENFORCEMENT AND REMEDIES.....	28
11.1 DEFAULT.....	28
11.2 ENFORCEMENT; REMEDIES.....	29
11.3 OTHER RIGHTS UNAFFECTED; STANDING	29
11.4 NO FINANCIAL LIABILITY; ATTORNEY'S FEES AND COSTS	29
11.5 DISPUTE RESOLUTION; CONDITION PRECEDENT	29
XII. TERM; TERMINATION; AMENDMENT	29
12.1 TERM.....	29
12.2 TERMINATION	29
12.3 AMENDMENT OF THE ILA	29

XIII. MISCELLANEOUS PROVISIONS.....	30
13.1 CONTROLLING LAW	30
13.2 VESTED RIGHTS	30
13.3 CATASTROPHIC EVENTS	30
13.4 NOTICES	30
13.5 DISCLAIMER OF THIRD-PARTY BENEFICIARIES	33
13.6 CONSTRUCTION	33
A. Entire Agreement	33
B. Equal Construction	34
C. Headings and Captions	34
D. Singular, Masculine as the Case May be Feminine	34
E. Legal References	34
13.7 COUNTERPART SIGNATURE PAGES AND RECORDING	34
13.8 VALIDITY	34
13.9 COVENANT TO DEFEND	34
13.10 SEVERABILITY	34
13.11 GOVERNING LAW; VENUE	35
13.12 EFFECTIVE DATE; CONDITION PRECEDENT	35

**AMENDED AND RESTATED
INTERLOCAL AGREEMENT
for
PUBLIC SCHOOL FACILITY PLANNING**

This Amended and Restated Interlocal Agreement is made and entered into as of the _____, 2010 by and among the **City of Bradenton, Florida**, a municipal corporation created and existing under the laws of the State of Florida ("Bradenton"), the **City of Holmes Beach, Florida**, a municipal corporation created and existing under the laws of the State of Florida ("Holmes Beach"), the **City of Palmetto, Florida**, a municipal corporation created and existing under the laws of the State of Florida ("Palmetto"), **Manatee County, Florida**, a political subdivision of the State of Florida (the "County"), the **Town of Longboat Key, Florida**, a municipal corporation created and existing under the laws of the State of Florida ("Longboat Key", and, collectively with Bradenton, Holmes Beach and Palmetto, the "Cities", and each individually a "City"), and the **School Board of Manatee County, Florida**, a body corporate created and existing under the laws of the State of Florida (the "School Board").

RECITALS

WHEREAS, Section 163.3180(13)(g), *Florida Statutes*, provides that each of the Cities and the County has jurisdiction for land use and growth management decisions within its unincorporated boundaries including authority to approve or deny comprehensive plan amendments and development orders;

WHEREAS, Section 163.3180(13)(g), *Florida Statutes*, establishes the School Board's constitutional and statutory obligations to provide a uniform system of free public schools on a countywide basis to the residents of Manatee County;

WHEREAS, Section 1013.33, *Florida Statutes*, requires that the location of public educational facilities (defined as facilities which house students for instructional purposes) must be consistent with the comprehensive plan of the appropriate local government;

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

WHEREAS, Section 163.3177(6)(h)2, *Florida Statutes*, further requires each county, all non-exempt municipalities within that county, and the district school board to establish by interlocal or other formal agreement executed by all affected entities, the joint processes described above consistent with their adopted intergovernmental coordination element;

WHEREAS, Section 163.3177, *Florida Statutes*, further requires that each county and non-exempt municipality within that county enter into an interlocal agreement with the district

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

WHEREAS, in order to provide a means for such coordination, and to comply with the requirements of Section 163.3177, *Florida Statutes*, the County, the School Board and the Cities, in 2003, entered into an Interlocal Agreement for Public School Facility Planning (the "Prior Interlocal Agreement"), which provided for cooperation between the County, the Cities and the School Board, to coordinate the planning and construction of public schools;

WHEREAS, Section 163.01, *Florida Statutes*, the "Interlocal Cooperation Act", authorizes the Cities, the County and the School Board to enter into interlocal agreements to jointly exercise common powers to carry out the purposes and requirements of Part II, Chapter 163, *Florida Statutes*, the "Growth Management Act";

WHEREAS, in 2005, the Florida Legislature enacted comprehensive amendments to the Growth Management Act to require cities, counties and school boards to jointly establish standards and procedures for school concurrency by, among other things, amending their existing interlocal agreements established pursuant to Section 163.3177, *Florida Statutes*;

WHEREAS, the parties to this agreement adopted an Interlocal Agreement for School Concurrency dated March 1, 2008 ("Prior Interlocal Agreement"); and

WHEREAS, in order to carry out the purposes and requirements of the Growth Management Act, as amended in 2005 and again in 2009, the Cities, the County and the School Board wish to enter into this Agreement to jointly amend and restate the Prior Interlocal Agreement in its entirety, in order to update and revise standards and procedures for school concurrency to ensure compliance with Section 163.3177, *Florida Statutes* as amended.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

I. AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes, Part II of Chapter 163 of Florida Statutes, Part II of Chapter 1001 of Florida Statutes, and Section 163.01 of Florida Statutes.

II. AMENDMENT AND RESTATEMENT

This Agreement constitutes the amendment and restatement of the Prior Interlocal Agreement in its entirety, and this Agreement shall replace and supersede the Prior Interlocal Agreement in its entirety. Upon the effective date hereof, all matters addressed herein shall be governed solely by the terms and provisions of this Agreement, and no term, condition, or

obligation of any party set forth in this Agreement shall be conditioned upon or subject to any term, condition, or obligation of the Prior Interlocal Agreement.

III. DEFINITIONS

Unless defined otherwise herein, the following words and phrases shall have the following meanings:

3.1 "Act" means Section 163.01 and Part II of Chapter 163, *Florida Statutes*.

3.2 "Affected Local Government" means, (a) in the case of a proposed School Facility or school site, any party hereto who has land development jurisdiction, pursuant to the Act, over the proposed Facility or site, or provides water or wastewater utility service to the service area encompassing the Facility or site, (b) in the case of Residential Development, any party hereto who has land development jurisdiction, pursuant to the Act, over the property upon which the Residential Development is proposed, or (c) in the case of any proposed modification of a School Service Area, any party hereto who has land development jurisdiction, pursuant to the Act, over all or a portion of the School Service Area or an adjacent School Service Area.

3.3 "Comprehensive Plan" or "Comp Plan" means the comprehensive plan of any City or the County, as the case may be, adopted pursuant to the Act.

3.4 "Concurrency Determination" means a certificate of level of service or other level of service determination that constitutes the final concurrency determination of an Affected Local Government pursuant to a concurrency management system established and maintained pursuant to the Act and Article VII, hereof.

3.5 "Contiguous Service Area" means a service area sharing a boundary with another service area without crossing the Manatee River. School service area 1 is contiguous with only school service area 2. School service area 2 is contiguous with school service areas 1 and 3. School service area 3 is contiguous with school service areas 2 and 4. School service area 4 is contiguous with only school service area 3.

3.6 "Development" shall have the meaning set forth in Section 380.04, *Florida Statutes*.

3.7 "Development Agreement" means a local development agreement authorized pursuant to Section 163.3220 et seq., of the Act, a participation agreement or reimbursement agreement, or other legally enforceable agreement to be entered into among the School Board, an Affected Local Government and a developer pursuant to Article VII, hereof.

3.8 "Development Plan" means any site plan, subdivision approval or other instrument which, pursuant to the Comprehensive Plan or LDC of an Affected Local Government, operates as a development order as defined in the Act.

3.9 "Educational Facility" or "Educational Facilities" shall have the meaning set forth in Section 1013, *Florida Statutes*.

3.10 "Financially Feasible" shall have the meaning set forth in the Act.

3.11 "Horizontal Construction" shall be that construction or excavation for infrastructure, including, that relative to streets, sewer, water, stormwater, earthmoving, intended to serve or for the benefit of residential development. Such construction or excavation may include ancillary facilities which may be dedicated, granted or otherwise conveyed to and accepted by, a public agency related to the subject residential development.

3.12 "Impact Fee" means any fee levied for new Development in order to fund School Facilities needed to serve such Development.

3.13 "Land Development Code" or "LDC" means the code of land development regulations of any City or the County, as the case may be, adopted pursuant to the Act.

3.14 "Level-of-Service Standards" shall mean the standards for level-of-service for school facilities required pursuant to the Act and established pursuant to Section 7.3, hereof.

3.15 "Proportionate-Share Mitigation" means the process authorized pursuant to Section 163.3180(13)(e) of the Act, and established pursuant to Section 7.7, hereof, or its successor provision, to provide developer contributions to resolve deficiencies in school capacity.

3.16 "Residential Development" means Development of residential units, which shall not include the development of age-restricted residential units pursuant to Section 760.29(4), *Florida Statutes*, and in accordance with the Federal Fair Housing Amendments, but shall include the conversion of such age-restricted units to residential units that are no longer subject to such age restrictions.

3.17 "School Capacity Program" means a public school capital facilities program that is consistent with the capacity components of the Work Program and that is maintained and jointly approved by the parties hereto in accordance with Section 5.5, hereof.

3.18 "School Capacity Tracking System" or "System" means the electronic records system established pursuant to Section 7.4, hereof, for the purpose of tracking the available school capacity within the boundaries of the School Service Areas.

3.19 "School Concurrency Analysis" means an analysis by the Superintendent whether adequate public school facilities are, or will be, available at adopted Level-of-Service Standards concurrent with the development's impacts.

3.20 "School Facility" or "School Facilities" means a facility or facilities of the School Board which house students for instructional purposes, and which are provided to the

residents of Manatee County, including the Cities, pursuant to Section 1 of Article IX of the Constitution of the State of Florida.

3.21 "School Service Area" or "School Service Areas" means the service area or areas, as the case may be, established pursuant to Section 7.2, hereof, for tracking and measuring school concurrency in accordance with Section 163.3180(13)(g)(5), *Florida Statutes*. For the purpose of this interlocal agreement and for determining capacity for a particular school service area, all of the capacity of a school shall be assigned to the school service area within which it is physically located, and such capacity may be shifted in analyzing the capacity of the contiguous service area pursuant to Section 7.3 of this agreement.

3.22 "Staff Working Group" means the working group established pursuant to Section 4.1.B, hereof.

3.23 "Superintendent" means the Superintendent of Schools of the School Board or his designee.

3.24 "Vertical Construction" shall be that construction authorized by a building permit for residential development. Such construction may include ancillary facilities which may be dedicated, granted, or otherwise conveyed to and accepted by a public agency related to the subject residential development.

3.25 "Work Program" means the District Facilities Work Program, as defined in Section 1013.35(1)(b), *Florida Statutes*.

IV. COORDINATION AND IMPLEMENTATION

4.1 Coordination.

A. Elected Officials, Joint Work Session. The elected officials of the County, the Cities and the School Board, or designated representatives of each, shall meet at least annually for a joint meeting or work session. The joint meeting or work session shall provide opportunities for the County, the Cities, and the School Board to discuss issues of mutual concern regarding coordination of land use and School Facility planning, including such issues as population and student projections, development trends, school needs including renovations and closures that impact school capacity, collocation and joint use opportunities, and off-site improvements. The Superintendent shall be responsible for making meeting arrangements and providing notification. Meetings conducted pursuant to this Section may be incorporated into joint meetings of the elected officials of the School Board, Cities and County in which matters other than school planning issues are considered.

B. Staff Working Group, Periodic Meetings. A Staff Working Group consisting of planning and other staff designated by the County, School Board, and Cities shall meet as needed, and at least annually, to discuss issues regarding coordination of land use and School Facility planning, including such issues as population and student projections, development trends, school needs including renovations and closures that impact school

capacity, collocation and joint use opportunities, and off-site improvements. The Superintendent shall be responsible for making meeting arrangements and providing notification to members of the semiannual meetings. Any member of the Staff Working Group may schedule a meeting when necessary, in which case such member shall be responsible for making the meeting arrangements and providing the notifications.

C. Meetings, Notice. The meetings referenced in Section 4.1.A shall be noticed to the public to the extent required by, and in accordance with, applicable law to allow for public participation in the implementation of this Agreement.

4.2 Implementation and Overview of the ILA. The Staff Working Group shall review and shall make an Annual Assessment Report on the effectiveness of this Agreement. Such report may be made in the form of a written document or an oral presentation. The report shall be presented at the meeting scheduled pursuant to Section 4.1.A, hereof. The parties hereto shall make reasonable efforts to implement this Agreement in a timely and efficient manner, and shall utilize the meetings conducted pursuant to Section 4.1, hereof to address and resolve issues that inhibit the implementation of this Agreement.

V. SCHOOL FACILITIES PLANNING

5.1 Existing Development Commitments. By June 1, 2008, the local governments shall provide the School Board with a written report of the following information:

- a. Type, number, and location by project name and School Service Area for all residential developments with over ten (10) units approved by the municipalities or county within the past five years or for active developments of regional impact; and
- b. Type, number, and location by project name and School Service Area of all residential certificates of occupancy issued by the municipalities or county for all residential developments with over ten (10) units approved by the municipalities or county within the past five years or for active developments of regional impact during the life of the Development of Regional Impact (DRI).

5.2 Growth and Development Trends. By March 1 of each year, the Cities and County shall provide the School Board with a written report of the following information for the previous calendar year:

- a. Type, number and location by project name and School Service Area of residential units approved for Development by such City or County;
- b. Type, number and location by project name and School Service Area of all residential certificates of occupancy issued by such City or County;

- c. A summary of Development approvals (including without limitation any approved Development Agreement) and issuances and expiration of certificates of level of service, including and conditions for the provision of mitigation of school capacity deficits pursuant to Article VI or VII, hereof; and
- d. A summary of development applications that have been withdrawn, closed or denied.

As soon as available, a draft Capital Improvements Plan (CIP) shall be provided to the School Board with updates and the final version to be submitted after official adoption

The Cities and County shall make reasonable efforts to submit such information in a format that can be incorporated into a geographic information system database. The School Board and Staff Working Group shall use the information provided pursuant to this Section to assist in producing the enrollment projections and School Capacity Program required pursuant to this Article V.

5.3 Growth and Enrollment Projections.

A. Projections. To the extent required by law, the School Board shall utilize the Office of Economic and Demographic Research (EDR) County-wide student enrollment projections. The School Board may submit a request to the Department of Education (DOE) that the projections be adjusted to reflect actual enrollment and development trends not anticipated by the EDR projections. In formulating such a request, the School Board shall consider the information provided by the Cities and County regarding future population projections and growth.

B. Population Projections. By March 1 of each year, the County and Cities shall provide the School Board with reasonable population projections, on an annual basis for a five-year period, on a jurisdiction-wide basis and by School Service Areas. Such estimates shall be based upon criteria agreed upon by the County and Cities, including without limitation the School Capacity Tracking System, U.S. Census Data, and EDR enrollment projections. The County and Cities may utilize population projections prepared by the U.S. Census, the University of Florida Bureau of Economic and Business Research, or other generally accepted sources in preparing these projections. The School Board shall use these projections to determine the rate of growth by School Service Area and allocate the student projections on an annual basis for a five-year period.

5.4 Work Program & Educational Plant Survey. The Staff Working Group, at the annual meeting, shall evaluate and make recommendations regarding the need for new school capacity, the location of Educational Facilities, or capacity related improvements to existing Educational Facilities, in terms of consistency with the Comprehensive Plans and this Agreement. Such recommendations shall be taken into consideration by the School Board in the preparation of the Work Program and Educational Plant Survey pursuant to Section 1013.33(3)(f) of the Florida Statutes.

5.5 School Capacity Program. The School Board, the Cities, and the County shall participate in the following process for preparation, amendment and approval of a public school capital facilities program related to increases or decreases in student stations, herein referred to as School Capacity Program pursuant to Section 163.3180(13)(g)(4), *Florida Statutes*.

A. Preparation. By August 1 of each year, the School Board shall provide the proposed annual update of the School Capacity Program to the Staff Working Group for review and comment for consistency with the Comprehensive Plan with respect to:

- a. Projected enrollment and projected capacity;
- b. Level-of-Service Standards; and
- c. Financial Feasibility.

Within 30 days of submission of the School Capacity Program to the Staff Working Group, the Staff Working Group shall provide written comments to the School Board for its consideration. The School Board shall amend the School Capacity Program to reflect such comments, or provide written reasons why any such comments were not included in the School Capacity Program, prior to submitting the School Capacity Program for joint approval.

B. Approval. By September 15 of each year, the School Capacity Program shall be submitted to the governing boards of the School Board, the County and each of the Cities either separately or in joint meeting or meetings, for approval. In no event shall a City or the County attempt to modify the School Capacity Program.

C. Incorporation into Comprehensive Plan. By December 1 of each year, each local government shall incorporate the School Capacity Program into their Capital Improvements Element Plan and Public School Facilities Element.

D. Financial Feasibility. The School Capacity Program shall ensure the achievement and maintenance of the adopted Level-of-Service Standards in the established School Service Areas by the end of the planning period and thereafter by adding a new fifth year during the annual update pursuant to the Level-of-Service Standards and School Service Areas in Article VII of this agreement.

VI. PLANNING AND DEVELOPMENT REVIEW

6.1 Local Planning Agency Representation. The School Board shall appoint a representative to serve as a non-voting member of the local planning agencies of the County and Cities. The School Board representative shall be noticed, provided an agenda, and invited to attend and/or provide comments to the County and Cities and their respective planning agencies. With respect to any application that is subject to review by a local planning agency and that is subject to Superintendent review pursuant to Section 6.3, hereof, the Superintendent shall provide the staff of the respective County or City with a copy of the School Report generated

pursuant to Section 6.4, which shall be entered into the record of the proceeding of the local planning agency.

6.2 Application Transmittal.

A. Application Submission. Within ten (10) days after the submission of a complete application for a Comprehensive Plan amendment, rezone, special permit, special exception, or other site plan approval for Development (including, without limitation, Residential Development), the County and Cities shall submit a notice and copy of proposed applications and supporting documents to the Superintendent. Such notice shall be provided in writing to the Superintendent, and the Superintendent shall receive information packets in the same manner as other departments of the County or City assigned to review the application.

B. Notice of Public Hearings. Each of the Cities and the County shall provide the Superintendent with specific written notice in accordance with applicable law before any public hearing is held by a governing body, local planning agency, or hearing officer to consider any application described above in Section 6.2.A. If, in the judgment of the staff or legal counsel of the City or County, the attendance of the Superintendent is needed in order for the Superintendent to provide testimony, such staff or legal counsel shall request the Superintendent's attendance as far in advance as is reasonably possible, but no fewer than ten (10) days in advance of the public hearing.

6.3 Applications Subject to Review. The following types of applications for Residential Development shall be reviewed by the Superintendent:

- a. Comprehensive Plan Amendments. Comprehensive Plan Amendments providing for any increase in residential density;
- b. Zoning Changes. Zoning map amendments regarding permissible Residential Development; and
- c. Development Plan Approvals. Approvals of or amendments to Development Plans for Residential Development that authorize the new construction of ten (10) or more residential units.

The Superintendent may, in his discretion, review and comment upon any other application submitted pursuant to Section 6.2, hereof.

6.4 Superintendent Review. Within thirty (30) days (or fewer when required by general law or requested, with reasonable notice to the Superintendent, by the Affected Local Government) of the receipt of a complete application for Residential Development from an Affected Local Government pursuant to Section 6.3, the Superintendent shall review the application and provide to the Affected Local Government a written School Report that includes the following items, as applicable pursuant to the foregoing matrix:

School Report Matrix

Issue to be Reviewed	Comprehensive Plan Amendment	Rezone	Development Plan	Concurrency Determination
A statement of the available and projected school capacity by elementary, middle, and high school within the School Service Area in which the subject property is located, and within any contiguous School Service Area, based upon the School Facilities that will be in place or under actual construction within one to three (1-3) years after the approval of the application.	N/A	N/A	N/A	✓
A preliminary statement of available and projected school capacity by elementary, middle, and high school within the School Service Area in which the subject property is located, and within any contiguous School Service Area, based upon the Five Year Capital Improvements Plan. The preliminary statement does not ensure that capacity will be available when performing the concurrency determination.	✓	✓	✓	N/A
The projected or potential number of students generated from the Development based on student generation rates established pursuant to Section 7.4.D, hereof, and on the number and type of proposed or potential dwelling units.	✓	✓	✓	✓
A narrative of the extent to which the proposed application will potentially create a deficit in capacity or result in a failure to achieve and maintain a Level-of-Service established pursuant to Section 7.3, hereof.	N/A	N/A	✓	✓
An analysis of compatibility with School Facilities.	✓	✓	✓	N/A
An analysis of whether the proposed Development provides for traffic circulation plans to serve School Facilities and the surrounding neighborhood, including any needed access improvements, sidewalks, off-site signalization, or safety-related signage.	N/A	N/A	✓	N/A

An analysis of the location of existing or proposed school bus stops and turnarounds in or adjacent to the Development.	N/A	N/A	✓	N/A
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Any other relevant items that affect School Facilities.	✓	✓	✓	N/A
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6.5 Development Consideration and Approval.

A. Consideration of Report. An Affected Local Government shall not approve any application that is subject to review pursuant to Section 6.3, hereof, unless and until it has received a School Report pursuant to Section 6.4, hereof. The Affected Local Government shall enter such report into its record for the subject application, and shall take into consideration the statements and analysis set forth in the report in determining whether the application satisfies the requirements of the Act and the Affected Local Government's Comprehensive Plan and LDC. In such case, such Affected Local Government, the School Board or the applicant, may propose measures to mitigate any deficits or anticipated Level-of-Service failures pursuant to a Development Agreement authorized pursuant to Section 7.8, hereof. Notwithstanding the foregoing, this Section 6.5.A shall not be construed to require an Affected Local Government to deny or reject an application for Residential Development, nor shall it be construed to require the School Board to consent to or approve any Development Agreement pursuant to Section 7.8, hereof.

B. Requirements for School Capacity. In accordance with applicable law, any Affected Local Government may, at its option, establish in its Comprehensive Plan and/or LDC, standards to require that school capacity deficits or anticipated Level-of-Service failures be addressed during the consideration of some or all of the categories of applications described in Section 6.3, hereof. In such case, such Affected Local Government may require that the applicant take appropriate steps to mitigate such deficits or anticipated Level-of-Service failures pursuant to a Development Agreement authorized pursuant to Section 7.8, hereof, or to undertake other legally available measures to address the issue. This Section 6.5.B. shall not be construed to require any Affected Local Government to establish such requirements, nor shall it be construed to require the School Board to consent to or approve any Local Development Agreement pursuant to Section 7.8, hereof. Reservations for school capacity for residential development shall occur only as authorized pursuant to Section 7.10, hereof.

VII. SCHOOL CONCURRENCY

7.1 **School Concurrency.** Each City and the County shall establish, maintain and implement a concurrency management system for school concurrency in accordance with the requirements of the Act and this Article VII.

7.2 School Service Areas.

A. School Service Areas. In accordance with the criteria and standards set forth in Section 7.2.B, hereof, the School Service Areas shall be established substantially as

depicted in Exhibits "A" and "B" hereto. Such School Service Areas shall be included in the supporting data for the incorporation of the Public School Facilities Elements into the Comprehensive Plans of the Cities and County pursuant to Section 8.1.B., hereof.

B. Criteria & Standards for Establishing & Modification. When establishing or modifying new or existing School Service Areas, the parties shall consider the following criteria and standards:

- a. Achievement and maintenance of the Level-of-Service Standards established pursuant to Section 7.3, hereof;
- b. Maximizing utilization of school capacity;
- c. Transportation costs;
- d. Court-approved desegregation plans;
- e. Relationship to school attendance zones;
- f. Anticipated demand and student generation based upon proposed or approved Residential Development;
- g. Patterns of Development pursuant to the Comprehensive Plans of Affected Local Governments;
- h. Capital projects included in the School Capacity Program and any affected Public School Facilities Element;
- i. Neighborhoods;
- j. Natural and manmade boundaries, including water ways, arterial roadways, and political boundaries; and
- k. Such other relevant matters as are mutually agreed to by the parties hereto.

C. Modification of School Service Areas. To assure ongoing compliance with the criteria and standards set forth in Section 7.3.B, hereof, the School Service Areas shall be reviewed annually at a joint meeting of the parties, held pursuant to Section 4.1.A, hereof, to determine if a need to modify one or more School Service Areas exists. Subject to the prior approval by resolution of the governing board of each Affected Local Government, the Superintendent may approve changes to such School Service Area. The Superintendent shall provide written notice to all parties hereto once any such change has been approved. In the event any City or County objects to a modification of a School Service Area, any party may avail itself of the dispute resolution procedures authorized pursuant to Article X, hereof.

7.3 Level-of-Service Standards

A. Establishment. Level-of-Service standards shall be incorporated into the Local Governments Comprehensive Plans pursuant to Section 8.1. The Level-of-Service standards shall be applied consistently within each local government in Manatee County for purposes of implementing school concurrency, determining if sufficient school capacity exists to accommodate a particular development application, and determining financial feasibility. Each school type (elementary, middle, and high school) may have a different level-of-service. The level-of-service shall be applied individually within each school service area for elementary and middle schools and district-wide for high schools.

B. Contiguous School Service Area. If the adopted Level-of-Service Standard cannot be met in a particular service area where school capacity is available in a contiguous area, development impacts shall be shifted to the contiguous service areas with available capacity until the contiguous area reaches the level-of-service standards pursuant to Section 163.3180(13)(c)(3), *Florida Statutes*.

C. Student Projections. Student projections shall be based upon the five-year EDR student projections for Manatee County allocated by school service area based on the growth and development trends provided by the Local Governments pursuant to Section 5.3.B.

D. Capacity. The School Board hereby selects Florida Inventory of School Houses (FISH) permanent capacity as the uniform methodology to determine the capacity of each school. The capacity shall include all capital improvements approved in the School Capacity Program. The School Board may use relocatable classrooms to provide temporary capacity while funded schools or school expansions are being constructed. For the first three years of school concurrency implementation, relocatable facilities purchased after 1998 that meet the standards for long-term use pursuant to Florida Statutes 1013.20 shall be included in the school concurrency determination ("Eligible Relocatables"). All other relocatables that are not Eligible Relocatables shall not be included in the school concurrency determination.

E. Level-of-Service Standards. The Level-of-Service Standards allow for a service area to warrant a need for additional capacity that can be economically operated by the School District. The following are the level-of-service standards for each school type:

- a. Elementary School – 110% of permanent FISH capacity and capacity for Eligible Relocatables based on the School Service Areas (SSA);
- b. Middle School – 105% of permanent FISH capacity and capacity for Eligible Relocatables based on the School Service Areas (SSA); and
- c. High School – 100% of permanent FISH capacity and capacity for Eligible Relocatables district-wide.

F. Modification. The Level-of-Service Standards shall be reviewed annually at a joint meeting of the parties, held pursuant to Section 4.1.A, hereof, to determine if a need to modify such Standards exists. No party to this Agreement shall amend its Comprehensive Plan to modify a Level-of-Service Standard unless all parties hereto have agreed to such modification by Amendment of this Agreement as provided in Section 12.3, hereof, which amendment shall include a schedule of adoption of the modification into the Comprehensive Plans of the Cities and County. Any Party may propose such a modification. Once this Agreement has been so amended, the Cities and the County shall adopt the revised Level-of-Service Standards into the Public School Facilities Element and Capital Improvements Element of their Comprehensive Plans pursuant to the procedures in Part II of Chapter 163, *Florida Statutes*.

7.4 School Capacity Tracking System.

A. Establishment & Technological Maintenance. The parties to this agreement, through the Staff Working Group shall establish and maintain a tracking system of existing and planned Residential Development for purposes of tracking available school capacity, to be known as the Manatee County School Capacity Tracking System ("Tracking System"). Unless otherwise agreed upon by the Staff Working Group, the School District shall manage the Tracking System.

B. Access & Data Maintenance. All parties shall be able to view existing student capacity for any School Service Area. Each Affected Local Government shall be obligated to update all data related to Residential Development within the boundaries of its respective jurisdiction. The information required to be entered into the database pursuant to Section 7.4.C, hereof, shall be entered by the Affected Local Government for the following matters:

- a. Residential Development applications described in Section 7.9 or which have received approval pursuant to Section 13.2; and
- b. Residential Development applications described in Section 7.10.

C. Information. For each of the above matters, the following information shall be provided to the School District as it becomes available and shall be entered and maintained in the Tracking System:

- a. Date and time application deemed complete;
- b. Project name;
- c. Project number;
- d. Project address, school service area, and jurisdiction;
- e. Name of property owner and contact information;

- f. Type of approval;
- g. Number of units by type and proposed build out dates; and
- h. Projected students generated by the development and phasing/timing of development consistent with Section 7.4.D.
- i. Date of issuance for the Certificate of Level-of-Service;
- j. Expiration date of the Certificate of Level-of-Service;
- k. Local government contact (planner); and
- l. Reservation of school capacity.

D. Student Generation Rates. On or about June 1 of each year, commencing June 1, 2009, the School Board shall promulgate student generation rates by type of Residential Development and school type, to be used uniformly by the County, Cities and School Board to determine school capacity needs for Residential Development. Such student generation rates shall be based upon empirical data and studies.

E. Operational Procedures. The parties hereto may, from time to time, by joint resolution, mutually agree to and establish procedures for the operation and maintenance of the Tracking System, consistent with the Act and this Agreement.

7.5 Uniform School Concurrency Procedures. Pursuant to Section 8.2, hereof, each of the Cities and the County shall amend their LDCs to establish uniform school concurrency procedures to provide the following:

A. Term of School Concurrency Analysis – A School Concurrency Analysis (SCA) shall be valid during the period which the application for development approval remains active, as determined by the Affected Local Government. If the development application is no longer active, the Affected Local Government shall notify the School District to remove the development from the Tracking System.

B. Eligibility for Concurrency Determination. Except in the case of a DRI development order or a local development agreement, proposed Residential Development shall be eligible to receive a Concurrency Determination concurrent with authorization for commencement of Horizontal Construction or Vertical Construction, whichever occurs first.

C. Term of Concurrency Determination. A Concurrency Determination may be valid a maximum of five years, unless an extended term is granted pursuant to a Development Agreement in accordance with Section 7.8, hereof, a DRI development order or extension by a local government when the term of the extension is agreed to through written authorization from the School Board or its designee; provided, however, in no instance shall the term of a Concurrency Determination for Public School Facilities exceed the Certificate of Level-of-

Service issued by the Affected Local Government for other public facility infrastructure (i.e. transportation, water and sewer etc.), except where an Local Development Agreement, as provided herein, has been entered into and executed. If the related authorization for Horizontal Construction or Vertical Construction expires, or is otherwise terminated, then the Concurrency Determination shall be terminated.

7.6 Final Approval; Concurrency Determination. Any application for Horizontal Construction or Vertical Construction shall be submitted by the Affected Local Government to the School Board for review. The Superintendent shall review the application to determine whether the proposed Development will result in a failure to achieve and maintain the Level-of-Service Standard set forth in Section 7.3, hereof, based upon the capacity demand minus the capacity availability.

A. The capacity demand shall be determined by adding the number of enrolled students that reside within a service area, projected students from developments with reservations, projected students from development applications that have received a Certificate of Level-of-Service for Public School Facilities, and the projected students from the applicant.

B. The capacity availability shall be determined by adding the capacity within a School Service Area plus capacity improvements in the School Board Approved Five Year Capital Improvements Plan that will be in place or under actual construction within three years after the issuance of final subdivision or site plan approval, or the functional equivalent multiplied by the Level-of-Service (decimal equivalent of the percentage).

C. If the difference between capacity availability and capacity demand is positive, such that there is sufficient capacity to serve the proposed Development, then the local government shall issue the Concurrency Determination and allocate capacity for the Residential Development.

D. If the difference between capacity availability and capacity demand results in an insufficiency, then the Superintendent shall determine whether there is available capacity in a contiguous School Service Area adequate to handle the insufficiency in capacity.

- a. If so, then the local government shall grant a Concurrency Determination allocating capacity for the residential development; and
- b. If not, then the local government shall not grant a Concurrency Determination unless a Development Agreement is entered into pursuant to Section 7.8.

7.7 Proportionate-Share Mitigation. As required and/or authorized pursuant to the Act, an applicant, the School Board and an Affected Local Government shall or may, as the case may be, enter into a Development Agreement pursuant to Section 7.8, hereof, to satisfy school concurrency for Residential Development through proportionate share mitigation.

A. Options for Proportionate-Share Mitigation. An applicant may propose one or more forms of mitigation as are authorized pursuant to the Act. To the extent that charter school facilities are specifically created to mitigate the educational impact created by the development of new residential dwelling units, such facilities shall be built to the State Requirements for Educational Facilities and shall be owned by a public or non-profit entity.

B. Negotiation. In the case of mitigation required pursuant to the Act, once an applicant has proposed mitigation, the Affected Local Government and the Superintendent shall enter into negotiations with the applicant to determine what form of mitigation will be acceptable to the Affected Local Government and School Board, in their respective reasonable discretion. In the case of mitigation authorized but not required pursuant to the Act, the Affected Local Government and the Superintendent may agree to enter into such negotiations in their respective reasonable discretion.

C. Mitigation Calculation. The Proportionate-Share Mitigation shall be in an amount equal to the cost of developing permanent school capacity to meet the needs of the proposed Development while achieving and maintaining the adopted Level-of-Service Standards. The calculation shall equal the number of students from the proposed development which exceed the Level-of-Service Standards that are expected to attend the school type at which an insufficiency exists, divided by the capacity for that same school type, multiplied by the estimated cost of construction of that improvement.

D. Valuation of Mitigation, Impact Fee Credits. The value of in-kind contributions accepted by the Affected Local Government and the School Board for mitigation purposes shall equal the fair market value of the contribution at the time of the acceptance of the contribution by the appropriate Affected Local Government. The value of such contribution may be applied only to any proportionate share mitigation for a specific type of school for which the contribution may benefit. The Applicant shall receive credit on a dollar-for-dollar basis equal to the fair market value of the mitigation toward the Educational Facilities Impact Fees due for the proposed Development for the amount of Proportionate-Share Mitigation contributed to the School Board. The credit shall be applied against only that portion of the Applicant's impact fee that is a *pro rata* equivalent of the specific school type in relation to the aggregate school facilities for which impact fees are assessed. The applicant shall still be responsible for paying the remaining impact fee obligation that corresponds to the school facilities for which no mitigation has been made, notwithstanding that the value of the mitigation may exceed the component of impact fees that correspond to the mitigated school type. This Section shall not be construed to prohibit the awarding of additional impact fee credits for contributions over and above the amount of proportionate share mitigation required hereunder.

E. Development Agreement. When Proportionate-Share Mitigation is used to satisfy the requirements of school concurrency, the Applicant, the School Board, and the Local Government shall enter into a legally binding Local Development Agreement, pursuant to and in accordance with Section 7.8, hereof, which records and incorporates the mitigation to be contributed by the Applicant and accepted by the School Board.

F. Form of Mitigation, Discretion of School Board and Affected Local Government. The form of mitigation to be accepted by the School Board and the Affected Local Government shall be subject to approval by the School Board and the Affected Local Government in accordance with applicable law. This Section 7.7 shall not be construed to require the School Board or the Affected Local Government to accept a specific form of mitigation (cash, land donations, in-kind improvements, etc.) offered by an applicant.

7.8 Development Agreements.

A. Required Provisions. A Local Development Agreement entered into pursuant to Sections 6.5 or 7.7, hereof, shall set forth, at a minimum:

- a. The maximum number of residential units by type to be permitted on the subject property;
- b. A schedule for the Development of the property (which may include phasing in conjunction with the construction of School Facilities) and corresponding deadlines for applicant contributions pursuant to item C., below;
- c. The contributions from the applicant necessary to resolve the deficit in school capacity; and
- d. The amount of capacity reserved by School Service Area and the length of the reservation for the proposed development or extended Concurrency Determination.

B. Requirements related to Local Development Agreements. In order to enter into a Local Development Agreement, the School Board and an Affected Local Government each must:

- a. Make a finding that the Local Development Agreement will not be detrimental to the school system;
- b. Make a finding that the reservation and/or extension, in light of the anticipated timing of the development, will not result in undue stockpiling of school capacity, or otherwise prevent efficient use of school capacity for Residential Development; and
- c. Prior to approval of such Local Development Agreement, provide thirty (30) days advance notice to any other Affected Local Government that is located within the affected School Service Area or any contiguous School Service Area.

C. Discretion of School Board and Affected Local Government. Any Local Development Agreement shall be subject to approval by the Affected Local Government and the School Board in accordance with applicable law. This Section 7.8 shall not be construed to:

- a. Require the School Board to enter into a Local Development Agreement for any specific application, accept any particular form of mitigation, or consent to the reservation of school capacity, unless the School Board, in its sole and absolute discretion, concludes that to do so would be in the best interest of the School Board and its public school system; or
- b. Require an Affected Local Government to enter into a Local Development Agreement for any specific application, accept any particular form of mitigation, or consent to the reservation of school capacity, unless the Affected Local Government, in its sole and absolute discretion, concludes that to do so would be consistent with its Comprehensive Plan and serve the public health, safety and welfare.

D. Consistency. In recommending conditions and requirements to be imposed upon applicants to resolve school capacity deficits, and in entering into Local Development Agreements for the same pursuant to this Section 7.8, the County, the Cities and the School Board shall maintain consistent practices with respect to such conditions and contributions imposed in the various jurisdictions of the County and the Cities. The School Board shall provide the County and Cities with an annual report of the contributions and conditions required of applicants pursuant to this Section 7.8, including a statistical breakdown of the corresponding type and number of residential units, resulting school capacity needs, deficits in school capacity, and location by School Service Area.

7.9 Applicability for Concurrency Determination. The following residential uses shall not be subject to a School Concurrency Determination:

- a. Residential Development having received final authorization to commence Horizontal Construction or Vertical Construction, whichever occurs first, on or before June 30, 2007, for the number and type of units which were approved by the local government; and
- b. Developments of Regional Impact (DRI) for which a development order has been issued or which an application has been submitted prior to May 1, 2005 pursuant to Section 39 Laws of Florida 2005-290; and
- c. Dwelling units for older persons that are exempt from the Manatee County Education Facilities Impact Fee pursuant to Section 2-29-90(a)(5) of the Manatee County Code of Ordinances; and
- d. Any single family lot which has received final subdivision plat approval.

7.10 Reservations. Until the concurrency reservation system is effective for all Affected Local Governments, completed applications for residential development which have not yet received authorization to commence Horizontal Construction or Vertical Construction on or before June 30, 2007, but have been deemed complete shall have capacity encumbered for the number and types of units requested in the order of the date and time the application was deemed complete as determined by the Affected Local Government. Once the development application has received a Concurrency Determination and is approved by the local government, then the appropriate number of reservations will become allocations of school capacity.

7.11 Fees. The School District may charge a fee assessed and imposed to applicants to provide the School Report and the School Concurrency Analysis outlined in Section 6.4 for residential applications identified in Section 6.3, hereof. Such fees shall be collected by the Affected Local Government or its designee and be remitted to the School Board on a regular time frame, which shall not be less than quarterly for Local Development Agreements.

VIII. CODIFICATION

8.1 Comprehensive Plan Provisions. Each of the Cities and the County shall adopt Comprehensive Plan amendments to implement this Agreement.

A. Development. Prior to the adoption by any of the Cities or the County of any Public School Facilities Element or any Capital Improvements Element respecting School Facilities, the Staff Working Group shall prepare model provisions that meet all requirements of this Agreement, the Act, and other applicable law. The parties shall (a) jointly approve at a joint meeting the model provisions prepared by the Staff Working Group, and (b) cooperate to prepare their respective elements.

B. Adoption. Pursuant to Sections 163.3177 and 163.3187, *Florida Statutes*, by April 1, 2008, each of the Cities and the County shall adopt Comprehensive Plan provisions that:

- a. Establish or update the Public School Facilities Element and Capital Improvements Element of the Comprehensive Plan of the City or County, as the case may be;
- b. Establish the criteria and standards for modification of School Service Areas set forth in Section 7.2, hereof, in the Public School Facilities Element and Capital Improvements Element;
- c. Establish the initial Level-of-Service Standards set forth in Section 7.3.E, hereof, in the Public School Facilities Element and Capital Improvements Element;

- d. Establish the requirements and procedures for Proportionate-Share Mitigation set forth in Section 7.7, hereof, in the Public School Facilities Element and Capital Improvements Element; and
- e. Incorporate into the Capital Improvements Element the most recent School Capacity Program prepared, amended, and jointly approved by the parties pursuant to Section 5.5, hereof.

C. Amendment. By December 1 of each year, each of the Cities and the County shall incorporate into the Capital Improvements Element of its respective Comprehensive Plan the most recent School Capacity Program prepared, amended, and jointly approved by the parties pursuant to Section 5.5, hereof. Any Amendment of this Agreement executed pursuant to Section 12.3, hereof, shall include the process and schedule by which the provisions of such Amendment shall be codified and incorporated by each Affected Local Government. Notwithstanding the foregoing, by December 1 of each year following the initial adoption of Comprehensive Plan provisions implementing this Agreement pursuant to Section 8.1.B, hereof, each of the Cities and the County shall review and, if necessary, amend its Comprehensive Plan to ensure ongoing compliance with this Agreement, the Act, and all other applicable law.

D. Consistency of Comprehensive Plans; Applicable Law. The Public School Facilities Elements and, with respect to School Facilities, the Capital Improvements Elements adopted by the Cities and County pursuant to this Section 8.1 shall be the same or consistent with those adopted by the other parties as well as with the capital facilities plans of the School Board. The policies and provisions shall be consistent with all provisions of this Agreement, Section 163.3177(12), *Florida Statutes*, Rule 9J-5.025, *Florida Administrative Code*, and all other applicable law.

8.2 Adoption and Consistency of LDC Provisions. Each of the Cities and the County shall adopt LDC amendments to implement this Agreement. Such amendments shall be consistent with this Agreement, the Comprehensive Plan provisions of the City or County, as the case may be, adopted pursuant to Section 8.1, hereof, the Act, and all applicable law.

8.3 Notice to Parties; Public Hearing. At least ten (10) days prior to any public hearing at which the governing body of a City or the County is scheduled to consider the adoption of any Comprehensive Plan or LDC provision which implements or codifies the requirements of this Agreement pursuant to this Article VIII, notice shall be provided by the party considering such provision to all other parties. Such notice shall include the full text of the Comprehensive Plan or LDC provision, including all language being added and deleted. Following any final action taken by the governing body of the City or County with respect to such a proposed Comprehensive Plan or LDC provision, notice shall be provided by the party taking such action to all other parties.

8.4 Implementation and Applicability. Each City and the County shall implement and apply the land development regulations required pursuant to this Agreement in accordance with this Section.

A. Implementation of School Concurrency. Each City and the County shall make the necessary amendments to its Comprehensive Plan pursuant to Sections 8.1 and 8.2, hereof, to implement school concurrency pursuant to Article VII, to take effect no later than April 1, 2008, and shall make the necessary amendments to its LDC to implement such Comprehensive Plan amendments.

B. Implementation of Development Requirements. Each City and the County may make the necessary amendments to its LDC to implement the Development requirements authorized pursuant to Section 6.5 hereof.

C. Applicability. Each City and the County shall include in any Comprehensive Plan or LDC amendment made pursuant to this Section 8.4, provisions for the applicability of such amendments to existing and pending Development applications that:

- a. Ensure compliance with Section 13.2 and 7.9, hereof; and
- b. Comply with applicable law.

IX. SCHOOL PLANNING, COLLOCATION AND SURPLUS PROPERTY

9.1 School Site Selection. The procedures set forth in Sections 9.1, 9.2 and 9.3 of this Agreement are hereby established for the School Board, Cities and County to plan Educational Facilities. Such procedures constitute an alternative process for reviewing a proposed educational facility and site plan, and offsite impacts, pursuant to this Agreement, as authorized by Section 1013.33(14), *Florida Statutes*.

A. Site Selection. When the need for a new school site is identified, the Superintendent has the option of notifying any Affected Local Government in writing that the School Board is looking for a school site in a particular area. The Superintendent may request a meeting with the Staff representative(s) of the Affected Local Government(s) to identify possible locations for a new school site, and to determine whether collocation opportunities are present. If requested by the Superintendent, the Affected Local Government(s) shall provide written information pertaining to levels of service, utilities, zoning and nearby development approvals to School Board staff within fifteen (15) working days of receipt of a written notice of the need for a new school site.

B. Selection Criteria. The Superintendent shall consider appropriate site selection criteria, including, but not limited to, the following:

- a. The location and availability of adequate sites;
- b. The projected cost of a site in comparison with other available sites;
- c. The compatibility of land uses adjacent to the proposed site;

- d. The opportunities for collocation of parks, recreation, and community facilities in conjunction with school sites;
- e. The linkage of School Facilities, parks, libraries, and other public facilities with bikeways, trails, and sidewalks;
- f. The 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 collocation of community facilities;
- g. The extent to which the proposed site is served by adequate public infrastructure, facilities and services, or the extent to which adequate public infrastructure, facilities and services will be available, concurrent with the impacts of the proposed School Facilities;
- h. Whether the proposed School Facility is inconsistent with an approved Development Plan;
- i. The availability and cost of traffic circulation needs to serve School Facilities and surrounding neighborhoods, including any needed access improvements, sidewalks, off-site signalization or safety-related signage, and the appropriate provider for such improvements; and
- j. All requirements of the State Requirements for Educational Facilities.

9.2 Planning of Educational Facilities. This Section 9.2 shall be construed and implemented in a manner consistent with the specific statutory provisions referenced herein, subject to only those conditions expressly set forth in Sections 9.2.C and 9.2.E, hereof. This Section 9.2 shall not be construed to apply to charter schools.

A. Consistency with Comprehensive Plan and LDC. Planning of Educational Facilities shall adhere to the requirements of Section 1013.33(10), *Florida Statutes*.

B. Preliminary Notice of Consistency. With respect to each proposed Educational Facility, the School Board and the Affected Local Government shall follow the procedures and requirements set forth in Section 1013.33(11), *Florida Statutes*, for the issuance of a preliminary notice of consistency with the Affected Local Government's Comprehensive Plan. Within the boundaries of (a) the City of Bradenton, (b) the City of Palmetto and (c) unincorporated Manatee County, Public Educational Facilities shall be allowable uses in all comprehensive plan future land use categories and corresponding zoning districts, except heavy industrial, conservation, and preservation categories subject to compliance with applicable

development standards. Public Educational Facilities may be allowed in heavy industrial, conservation and preservation future land use categories at the discretion of the Affected Local Government. If the Affected Local Government does not find the proposed site to be consistent with the comprehensive plan, they shall advise the School Board as to the appropriate circumstances and criteria under which a School Board may request an amendment to bring the requested site into compliance with the comprehensive plan.

C. Determination of Consistency. With respect to each proposed Educational Facility and except as expressly set forth in Sections 9.2.C and 9.2.D, hereof, the School Board and the Affected Local Government shall follow the procedures and requirements set forth in Section 1013.33(12), *Florida Statutes*, for the issuance of a determination of consistency with the Affected Local Government's Comprehensive Plan (including, without limitation, the requirement that a complete request be deemed approved if the Affected Local Government fails to act upon it within ninety (90) days), subject to the following conditions:

- a. In order to be deemed "complete", a request for determination of consistency must include the following items:
 - (i) School Site Plan Application;
 - (ii) All applicable information required by the School Site Plan Standards checklist provided in Exhibit "C" hereto; and
 - (iii) Pedestrian Plan for new educational facilities illustrating sidewalks which exist or are proposed on thoroughfare roads for a two mile radius of the school site.

Other items may be requested of the School Board and considered by the Affected Local Government, but are not required in order for the request to be deemed "complete";

- b. The time periods set forth in Section 1013.33(12), *Florida Statutes*, shall begin to run from the date that the Affected Local Government acknowledges in writing that it has received a complete request for determination of consistency. If the Affected Local Government does not issue either (a) a written acknowledgement that the request is complete, or (b) a written determination that the request is incomplete with a list of the specific items from the School Site Plan Standards checklist that should be provided in order to complete the request, then, within ten (10) business days from the initial date of submittal and within five (5) business days of subsequent submittals, the request shall be deemed to have been determined to be complete;
- c. A request for determination of consistency for a public school facility shall be decided by the governing board of the Affected

Local Government. The governing body shall review for consistency with the Comprehensive Plan in regard to impacts on natural resources, surrounding land uses and public facilities;

- d. If the site is consistent with the Affected Local Government's comprehensive plan's land use policies and categories in which public school facilities are allowable uses and the applicable provisions of the local government's LDC, the Affected Local Government shall not deny the request for determination of consistency but shall issue a determination of consistency;
- e. The issues to be considered by the Affected Local Government in deciding whether to grant a determination of consistency request shall be limited to those specified in Section 1013.33(13), Florida Statutes. No party shall be deemed to have waived any requirement of any statutory provision referenced herein unless such waiver is made by written instrument expressly stating such party's intent to waive such provision;
- f. The Affected Local Government may, at its sole option, hold a properly noticed public hearing in connection with a determination of consistency; and
- g. It is mutually agreed that the School Board will not act in a manner that is contrary to an Affected Local Government's determination of consistency. In the event the School Board does not agree with a determination of consistency, the School Board may initiate dispute resolution procedures in accordance with Article X of this Agreement.

D. Conditions of Approval. With respect to each proposed Educational Facility, the Affected Local Government may place reasonable development standards and conditions upon the approval of a determination of consistency relating to environmental concerns, health, safety and welfare, and effects on surrounding property so long as such standards and conditions are not inconsistent with Section 1013.51, *Florida Statutes*.

E. Existing Schools. With respect to the expansion of any proposed Educational Facility, the Affected Local Government shall adhere to the requirements of Sections 1013.33(3) and (15), *Florida Statutes*. Existing Educational Facilities shall be considered consistent with the Comprehensive Plan of the Affected Local Government. When the need for closure of a School Facility is identified, the Superintendent shall notify any Affected Local Government in writing and shall give due consideration to any concerns and alternatives set forth by the Affected Local Government. Any expansion of an existing Educational Facility shall only be subject to the informational requirements, procedures, timeframes, and review process requirements of Sections 9.2.B and 9.2.C, and only if the proposed expansion constitutes a major renovation or construction in that the expansion:

- a. Increases school permanent FISH capacity by more than ten percent (10%);
- b. Provides for a change to the primary use of the educational facility (with respect to change in type of school from elementary, middle or high school to a different type of school); or
- c. Provides for the construction of a stadium.

Review of any such expansion shall be limited to those aspects of the Educational Facility affected by the expansion.

F. Codification; Amendments to LDC. Pursuant to Article VIII, hereof, the Cities and County shall amend their respective Comprehensive Plans and LDCs to provide for the planning of Educational Facilities consistent with this Section 9.2. Neither any City nor the County shall amend its Comprehensive Plan or LDC to impose requirements or procedures upon the planning of Educational Facilities that are inconsistent with, or are not authorized by, this Section 9.2.

G. Monitoring & Reporting; Additional LDC Amendments. This Section 9.2 shall be reexamined by the Staff Working Group during the initial two years (more or less) after execution of this Agreement to determine the effectiveness of the provisions and processes provided herein, and the Staff Working Group shall provide a report of its findings to the Council of Governments on or before December 31, 2009. By December 31, 2010, the County and each of the Cities shall also work in conjunction with the School Board to establish in their LDCs (a) specific criteria for the consideration and approval of schools, and (b) if the County or a City imposes requirements for tree preservation and replacement in its LDC, specific standards for tree preservation and replacement for schools.

9.3 Site Improvements.

A. Determination of, Agreement for, On-Site and Off-Site Improvements. In conjunction with a determination of consistency provided pursuant to Section 9.2.C, hereof, the School Board and the Affected Local Government shall determine the need for and timing of on-site and off-site improvements necessary to support a proposed Educational Facility construction or renovation and the needs and/or opportunities for construction of additional area improvements on a cooperative basis. Any improvements by the School Board required or agreed to in order to fulfill the requirements of this Section shall be subject to the limitations established by Section 1013.51, *Florida Statutes*. A written agreement between the School Board and the Affected Local Government may be entered into concerning the timing, location, and the party or parties responsible for constructing, operating, and maintaining such improvements.

B. School Site Plan Review. At least 90 days prior to initiating construction for a project which requires School Site Plan approval, the School Board shall submit a School

Site Plan to the Affected Local Government. Any improvements by the School Board required or agreed to in order to comply with local land development regulations shall be subject to the limitations established by Section 1013.51, *Florida Statutes*.

9.4 Collocation and Surplus Property. Collocation and shared use of facilities are important to both the School Board and local governments. The School Board, Cities and County shall seek opportunities to collocate and share use of school facilities and civic facilities. For example, opportunities for collocation and shared use shall be considered for libraries, parks, recreation facilities, community centers, hurricane shelters, auditoriums, learning centers, museums, performing arts centers, and stadiums.

A. Agreements for Operations and Maintenance. A separate agreement shall be developed for each instance of collocation and shared use that addresses operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from collocation.

B. Surplus Property. Should the School Board determine that real property equal to or in excess of four (4) acres in area is surplus property to the School Board, the School Board agrees to offer the property for purchase to the County or City for reuse as a public facility before disposing of the property. Further, should any County or City determine that real property equal to or in excess of four (4) acres in area is surplus property to that County or City, the County or City agrees to offer that property to the School Board, then to the County (if municipal property located within a City) or to the respective City (if County property within that City), for purchase for reuse as a public facility, before disposing of the property.

X. ROLE OF PARTIES, DISPUTE RESOLUTION

10.1 Roles of the Parties. This Agreement sets forth the standards and requirements agreed to by the parties in order to exercise their common powers in accordance with the requirements of the Act. The parties hereto expressly acknowledge and agree that:

- a. The School Board has the authority and obligation to exercise its powers to provide a uniform system of free public schools on a countywide basis in accordance with the Constitution of the State of Florida and general law; and
- b. Each of the Cities and the County has the authority and obligation to exercise its police power to regulate Development in a manner consistent with the Constitution of the State of Florida and general law.

This Agreement shall be construed, whenever possible, in favor of the exercise of the foregoing powers by the foregoing parties, in the manner deemed by each of them to be in interest of the public health, safety and welfare of their respective constituents, so long as it does not expressly conflict with this Agreement.

10.2 Dispute Resolution.

A. Procedures. In the event a dispute arises between or among two or more parties to this Agreement, any party may initiate dispute resolution procedures. Once such procedures have been initiated, each party that is subject to the dispute shall participate in good faith in an effort to resolve such dispute in a fair and equitable manner. Dispute resolution procedures may include, at the mutual agreement of the parties subject to the dispute, one or more of the following:

- a. Non-binding mediation or arbitration;
- b. A meeting or meetings of the staffs, attorneys and/or elected officials of the parties; and/or
- c. A joint meeting or meetings of the governing boards of the parties.

The parties subject to the dispute shall establish mutually agreeable procedures and timelines for the dispute resolution procedure. The parties shall share equally the cost of conducting the dispute resolution procedure.

B. Preservation of Rights. Notwithstanding any other provision of this Agreement, any party may file suit or initiate an adversarial administrative proceeding against any other party where necessary in order to preserve the status quo or that party's legal rights or protect its legal interests.

XI. DEFAULT; ENFORCEMENT AND REMEDIES

11.1 Default. A party hereto shall be deemed in default if it fails to perform or satisfy any material condition hereof, including without limitation the following specific defaults:

- a. A party required to adopt an ordinance or resolution necessary to implement this Agreement pursuant to Sections 8.1 and 8.2, hereof, fails to adopt such ordinance or resolution;
- b. A party described in the foregoing Section 11.1.a adopts any ordinance or resolution that amends, repeals, or otherwise revises any ordinance or resolution implementing this Agreement pursuant to Sections 8.1 and 8.2, hereof, in a manner inconsistent with this Agreement;
- c. A party described in the foregoing Section 11.1.a fails to enforce or abide by the provisions of an ordinance or resolution implementing any provision of this Agreement pursuant to Sections 8.1 and 8.2, hereof; or
- d. A party fails to carry out any act required pursuant to Articles IV, VI, VII, or VIII, hereof.

11.2 Enforcement; Remedies. In the event a party is in default of this Agreement pursuant to Section 11.1, hereof, any other party to this Agreement may bring an action to enforce the terms of this Agreement. In any such action, the remedies of all parties shall be limited to:

- a. Specific performance;
- b. Permanent and/or temporary injunctive relief; and
- c. Declaratory relief.

Each party hereto, to the extent permitted by law, waives the right to require another party to prove imminent and extraordinary harm in order to obtain any such remedy.

11.3 Other Rights Unaffected; Standing. This Agreement shall not be construed to limit or eliminate the right of any party hereto, under applicable law, to participate in, raise objections in or to, or file available legal challenges to any proceeding or action by any party hereto that is inconsistent with this Agreement. Each party hereto, to the extent permitted by law, hereby waives any defense or objection in any such challenge that the challenging party lacks standing to bring such challenge or that this Agreement is not relevant to the matter or action in question.

11.4 No Financial Liability; Attorney's Fees and Costs. This Agreement shall not be construed to provide any party hereto with a right to monetary damages or to otherwise impose any financial liability upon any party hereto. In any action to enforce this Agreement, any dispute resolution proceeding conducted pursuant to Section 10.2, hereof, or any other dispute arising under this Agreement, each party shall bear its own attorney's fees and costs.

11.5 Dispute Resolution; Condition Precedent. Any action to seek legal remedies pursuant to Section 11.1, hereof, and any legal challenge described in Section 11.3, hereof, shall be prosecuted subject to and in accordance with Section 10.2, hereof, which requires the affected parties to initiate and participate in dispute resolution proceedings.

XII. TERM; TERMINATION; AMENDMENT

12.1 Term. This Agreement shall remain in effect in accordance with Florida Statutes.

12.2 Termination. This Agreement may be terminated upon a minimum of sixty (60) days written notice to the other parties herein, provided that the parties shall promptly enter into negotiations for a new interlocal agreement. Termination of a party to the Agreement shall not affect the applicability or enforceability of the Agreement to the remaining parties hereto.

12.3 Amendment of the ILA. This Agreement may be amended by written consent of all parties hereto.

XIII. MISCELLANEOUS PROVISIONS

13.1 Controlling Law. This Agreement shall be construed in a manner that shall render it consistent with the Act, including any subsequent amendments thereto. If the Act is amended in a manner that results in an inconsistency between the Act and the terms of this Agreement, the parties shall, within a reasonable time after the effective date of such amendment (but in no event less than one year) amend this Agreement pursuant to Section 12.3, hereof, and, to the extent necessary to comply with the Act, such amendment shall provide for the amendment of their respective Comprehensive Plans and Land Development Codes.

13.2 Vested Rights. To the extent that enforcement of the provisions hereof, or the Comprehensive Plan or LDC provisions adopted pursuant hereto, infringe upon or violate a vested right, as determined by applicable law, a City or the County may waive or grant an exception to such enforcement to the extent necessary to avoid the violation of such vested right, and only to such extent, without being in breach or default of this Agreement.

13.3 Catastrophic Events. In the event of a catastrophic event (specifically, any catastrophe, civil commotion, act of God – including but not limited to hurricane, earthquake, fire, flood, tornado or other abnormal weather conditions outbreak of hostilities, any national or international calamity or crisis – including a financial crisis – or any event or incident of terrorism or attack by a foreign power or terrorist group or individual), determined by the School Board to have a materially adverse affect on the School District's abilities to house a substantial number of students, then the School Board may request that the Affected Local Government place a temporary moratorium, countywide or in a particular area, on the issuance of permits for new residential development until the School Board determines the extent of the emergency situation has been resolved and, if necessary, until adequate school facilities to house such students may be planned and constructed.

13.4 Notices. All notices, comments, consents, objections, approvals, waivers, and elections which any party shall be required or requested or may desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or facsimile transmission where fax numbers are provided below. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

If to Bradenton: Mayor
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
941- 932-9447 (Phone)
941-932-9549 (fax)

With a copy to: City Attorney
City of Bradenton
519 13th Street West

Bradenton, FL 34205
941-747-6658 (Phone)
941-748-6588 (Fax)

* * * *

If to the County: Chairman of Board of County Commissioners
1112 Manatee Avenue West
Bradenton, FL 34206
941-745-3713 (Phone)
941-745-3790 (Fax)

With a copy to: County Administrator
1112 Manatee Avenue West
Bradenton, FL 34206
941-745-3721 (Phone)
941-745-3790 (Fax)

With a copy to: Director
Manatee County Planning Department
1112 Manatee Avenue West
Bradenton, FL 34206
941-749-3070 (Phone)
941-708-6156 (Fax)

With a copy to: County Attorney
1112 Manatee Avenue West
Bradenton, FL 34206
941-745-3750 (Phone)
941-749-3089 (Fax)

* * * *

If to Palmetto: Mayor
City of Palmetto
516 8th Avenue West
Palmetto, FL 34221
941-723-4570 (Phone)
941-723-4576 (Fax)

With a copy to: City Planner
Palmetto Public Works Department
600 17th Street West
Palmetto, FL 34221
Phone: 941-723-4580

With a copy to: City Attorney
City of Palmetto
516 8th Avenue West
Palmetto, FL 34221
941-723-4570 (Phone)
941-723-4576 (Fax)

* * * *

If to Holmes Beach: Mayor
City of Holmes Beach
5801 Marina Drive
Holmes Beach, FL 34217
941-708-5800 (Phone)
941-708-5812 (Fax)

With a copy to: City Attorney
City of Holmes Beach
P.O. Box 9480
Bradenton, Florida 34206
941-748-4411 (Phone)
941-748-1573 (Fax)

* * * *

If to School Board: Superintendent of Schools
School Board of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205
941-708-8770 (Phone)

With a copy to: School Board Attorney
School Board of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205
941-708-8770 (Phone)

With a copy to: Executive Planner
School Board of Manatee County
2802B 27th Street East
Bradenton, FL 34208
941-708-8800 (Phone)

* * * *

If to Longboat Key: Mayor
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228
941-316-1999 (Phone)
941-316-1942 (Fax)

With a copy to: Town Manager
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228
941-316-1999 (Phone)
941-316-1942 (Fax)

With a copy to: Town Attorney
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228
941-316-1999 (Phone)
941-316-1942 (Fax)

Notices, comments, consents, objections, approvals, waivers, and election shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other address, phone, or fax number as such party may have substituted therefore by notice to the other.

13.5 Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Cities, the School Board, and the County, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any other municipality, county, state agency, or special district. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement is not intended nor shall it be construed to be a development agreement within the meaning contemplated in Sections 163.3220 - 163.3243, *Florida Statutes*.

13.6 Construction.

A. Entire Agreement. This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior agreements, understandings, representations, and statements, whether oral or written, are replaced and superseded by this Agreement. This Agreement, however, shall not be construed or interpreted as amending, modifying, superseding, or terminating any other agreements between or among any City, the School Board, or the County, except to the extent any other such agreement may expressly conflict or be inconsistent with this Agreement.

B. Equal Construction. Each of the parties hereto has had the benefit of representation by counsel and equal input into drafting of this Agreement such that no provision of this Agreement shall be strictly construed against one party as the drafter thereof.

C. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

D. Singular, Masculine as the Case May be Feminine. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

E. Legal References. All references to statutory sections or chapters, and to the Act, shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

13.7 Counterpart Signature Pages and Recording. This Agreement shall be executed by the parties by separate counterpart signature pages, with one fully executed original and its exhibits to be recorded in the official records of the County maintained by the Clerk of the Circuit Court in and for Manatee County, and recorded copies to be retained by each of (i) the office of the City Clerk for each City, (ii) the office of Superintendent of the School Board, and (iii) the office of the Clerk of the Board of County Commissioners.

13.8 Validity. Each City, the School Board, and the County represents and warrants to the other parties hereto its respective authority to enter into this Agreement and that this Agreement was approved by its governing board at a public hearing as required under Section 163.3171(3), *Florida Statutes*.

13.9 Covenant To Defend. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

13.10 Severability. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the

fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

13.11 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

13.12 Effective Date; Condition Precedent. This Agreement shall take effect upon the date of the recording of a fully executed original in the official records of the County pursuant to Section 13.7, hereof, in accordance with Section 163.01(11), *Florida Statutes*.

WHEREFORE, the parties hereto have executed this Interlocal Agreement as of the date and year first above written.

[Counterpart Signature Pages to Follow]

CITY OF BRADENTON, FLORIDA

ATTEST:

By: _____
City Clerk

By: _____
Mayor

Date: _____

**CITY OF HOLMES BEACH,
FLORIDA**

ATTEST:

By: _____
Mayor

By: _____
City Clerk

Date: _____

CITY OF PALMETTO, FLORIDA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

Date: _____

MANATEE COUNTY, FLORIDA

ATTEST: R.B. SHORE,
Clerk of the Circuit Court

By: Board of County Commissioners

By: _____
Chair

By: _____
Deputy Clerk

Date: _____

**SCHOOL BOARD OF MANATEE
COUNTY, FLORIDA**

ATTEST:

By: _____
Secretary

By: _____
Chair

Date: _____

**TOWN OF LONGBOAT KEY,
FLORIDA**

ATTEST:

By: _____
Mayor

By: _____
Town Clerk

Date: _____

Appendix A
School Service Areas Elementary & Middle School

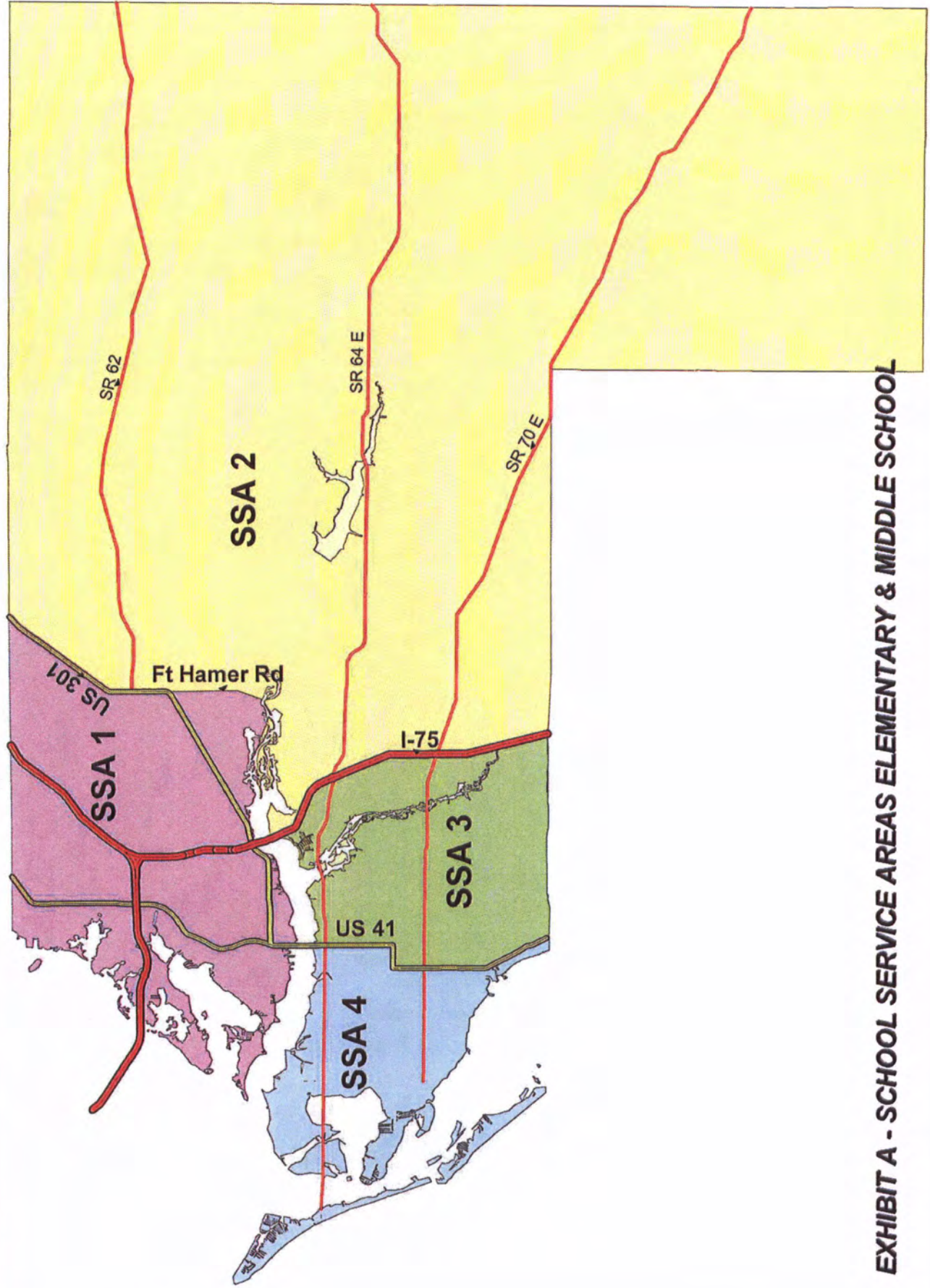


EXHIBIT A - SCHOOL SERVICE AREAS ELEMENTARY & MIDDLE SCHOOL

Appendix B
School Service Area High School – Districtwide

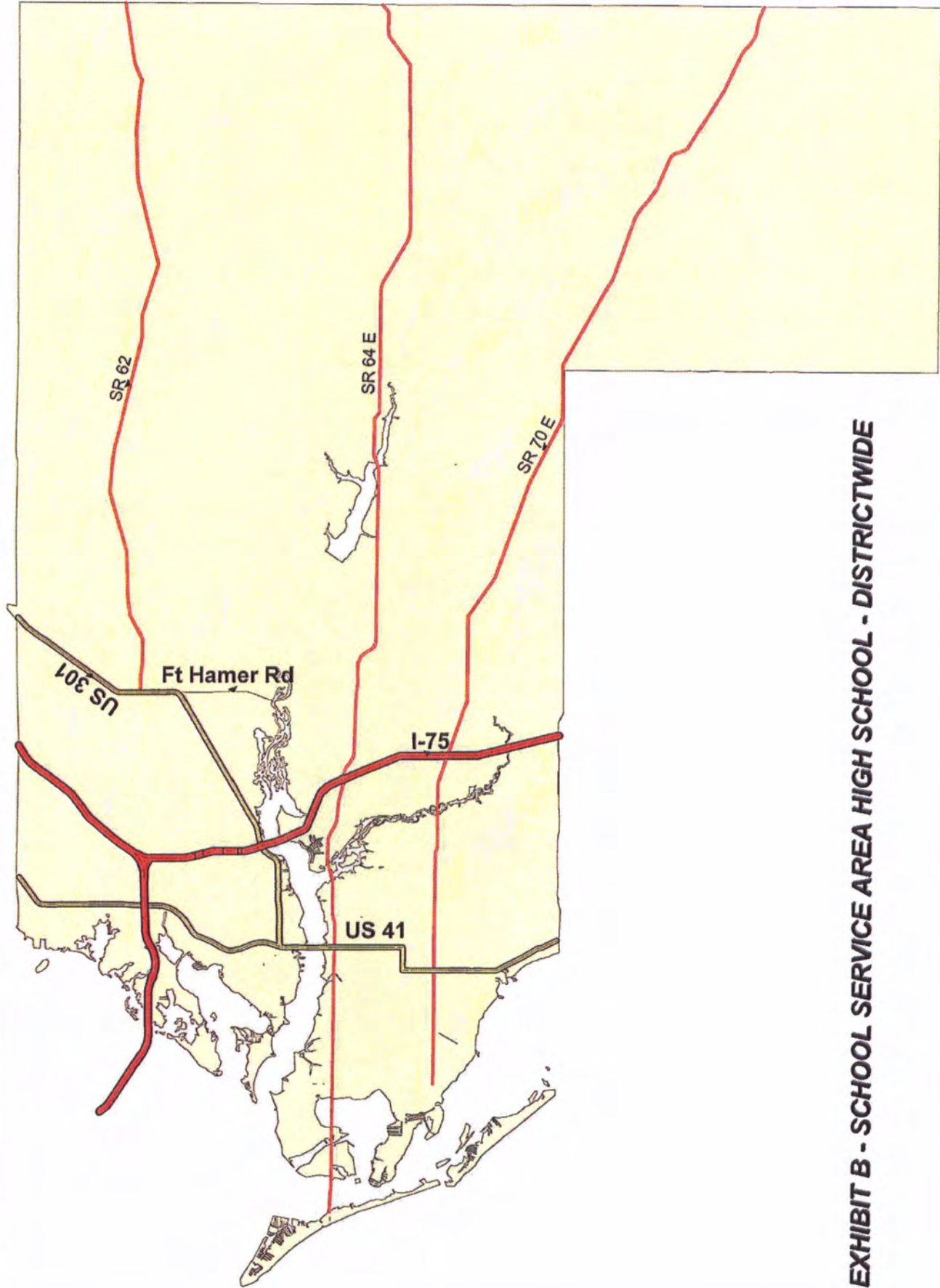


EXHIBIT B - SCHOOL SERVICE AREA HIGH SCHOOL - DISTRICTWIDE

Appendix C

School Site Plan Standards

EXHIBIT C

SCHOOL SITE PLAN STANDARDS

1. Basic Information

Page #/ Applicant/Staff

- a. Sheet size, max. 24" x 36", numbered (i.e. sheet ____ of ____).
Multiple sheets (match lines clearly showing where sheets join). _____ () ()
- b. The words "SCHOOL SITE PLAN" clearly stated. _____ () ()
- c. Date, north arrow, scale (1" = 60' or larger) and legend. _____ () ()
- d. Vicinity map (scale of not less than 1" = 1 mile), which clearly shows
the site in relationship to its surroundings. _____ () ()
- e. All dimensions shall be in feet and decimals of a foot. _____ () ()
- f. All lettering shall be a minimum of 3/32" in height _____ () ()
- g. Certified property boundary survey. _____ () ()

2. Existing Site Conditions

- a. Total project acreage. _____ () ()
- b. Existing zoning and land uses on site and on properties within two
hundred feet of property boundaries not including right-of-ways. _____ () ()
- c. The approximate location and size of existing easements, existing and
platted streets, drainageways, utilities. _____ () ()
- d. Approximate location of existing and platted streets, drainageways,
and utilities on contiguous properties. _____ () ()
- e. Delineation of the flood zones and the Flood Protection Elevation data
onsite, if applicable. _____ () ()
- f. For areas of known flooding, topographic contour survey at one (1)
foot intervals, provided by a certified land surveyor, extending to 50'
beyond project boundary line. _____ () ()
- g. Where the project exceeds one hundred (100) acres in area, the latest
available aerial photograph made at a scale of at least one inch equals
four hundred feet (1" = 400') showing all property within one thousand
(1000) feet of the project boundaries. _____ () ()
- h. Preliminary on site wetlands delineation on aerial photograph by a qualified
professional, unless development will occur within 100' of on site wetland
which will require or a signed and sealed wetlands survey by a
registered land surveyor. _____ () ()
- i. The location of any historic sites and structures. _____ () ()

3. Development Description

- a. The approximate locations, intensity and acreages of land uses including recreational facilities, and other proposed uses. _____ () ()
- b. Floor area ratios for all non-residential land uses and approximate total square footage of gross floor area for all non-residential buildings. _____ () ()
- c. Proposed development construction schedule indicating the approximate starting and completion dates for the project and any phases thereof together with appropriate identification and descriptions of such phases. _____ () ()
- d. All proposed front, rear, side, waterfront setbacks and wetland buffers for the project, and visibility triangles at the intersection of any road or drive with a public right-of-way. _____ () ()
- e. General Location of perennial streams on or adjacent to the project site. _____ () ()

4. Proposed Site Design

- a. Approximate dimensions and location of proposed:
1. Proposed lot lines and land uses. _____ () ()
 2. Proposed structures. _____ () ()
 3. Proposed facilities _____ () ()
 4. Proposed easements and dedications, if any _____ () ()
 5. Proposed parking and loading areas. _____ () ()
- b. Approximate dimensions of all building heights, distances between buildings and required yards. _____ () ()
- c. General outdoor lighting plans, location or design principles _____ () ()
- d. First floor elevations of all structures within the 100 year floodplain and which are subject to applicable County floodplain regulations. _____ () ()
- e. Location of streets and travelways including directional traffic flow, perimeter walkways, and bikeways. _____ () ()
- f. Location, sizes and type of any proposed perimeter landscaping. _____ () ()
- g. The location, size and type of any tree in the area of development meeting requirements for replacement pursuant to local land development regulations. _____ () ()

5. Required Improvements

A description of intended actions necessary to satisfy the Requirements for, Installation of Required Improvements. Such description shall be provided in graphic

or narrative form, as necessary:

- a. Water Service to site _____ () ()
- b. Sewer Service from site _____ () ()
- c. Solid Waste _____ () ()
- d. Fire Protection to site, including valve locations _____ () ()
- e. Sidewalks at site perimeter _____ () ()
- f. Access at site perimeter including FDOT response if access
to state right-of-way _____ () ()
- g. Drainage from site _____ () ()

6. Supplemental Information

- a. If proposal is located in a floodway, all calculations and descriptions
prepared by a Certified Florida Professional Engineer, needed to
demonstrate compliance with Floodplain Management requirements _____ () ()
- b. If floodzone "A", cut and fill shall be balanced and calculations
shall be provided by a professional engineer _____ () ()
- c. Pedestrian plan _____ () ()

Appendix D
School District of Manatee County School Capacity Program

INTRODUCTION

The Legislature recognizes that financial feasibility is an important issue because the premise of concurrency is that the public facilities will be provided in order to achieve and maintain the adopted level-of-service standard. Chapter 9J-5, Florida Administrative Code, contains specific standards to determine the financial feasibility of capital programs. These standards were adopted to make concurrency more predictable and local governments more accountable, Florida Statutes 163.3180(13)(d).

The School Capacity Program is based on the capacity improvements from the 5-Year district facilities work plan including improvements that provide a financially feasible program in which the level of service standards will be achieved and maintained by the end of the five year period.

Per the local governments policy in the Capital Improvements Element of their Comprehensive Plans, the local governments shall adopt by reference the School Capacity Program approved by the School Board of Manatee County.

The state land planning agency may evaluate the School Capacity Program for the financial feasibility compliance determination pursuant to Florida Statute 163.3180(13)(d)(3).

AUTHORITY

Florida Administrative Code Public School Facilities Element 9J-5.025(3)(c)(2)

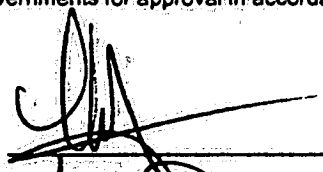
The element shall contain a policy which requires the adoption of annual plan amendments adding a new fifth year, updating the financially feasible public schools capital facilities program, coordinating the program with the 5-year district facilities work plan, the plans of other local governments, and, as necessary, updates to the concurrency service area map. The annual plan amendments shall ensure that the capital improvements program continues to be financially feasible and that the level of service standards will continue to be achieved and maintained.

Florida Statutes Intergovernmental Coordination Concurrency 163.3180(13)(g)(4)

Establish a process for the preparation, amendment, and joint approval by each local government and the school board of a public school capital facilities program which is financially feasible, and a process and schedule for incorporation of the public school capital facilities program into the local government comprehensive plans on an annual basis.

CERTIFICATION

We certify that all information provided in the School Capacity Program is accurate and financially feasible. The district Superintendent and Chief Financial Office have approved the information contained with the School Capacity Program and approve submission to the local governments for approval in accordance with the Amended and Restated Interlocal Agreement for Public School Facilities Planning.

DISTRICT SUPERINTENDENT
_____DATE: 10/2/09**CHIEF FINANCIAL OFFICER**
_____DATE: 9-30-09

SCHOOL DISTRICT OF MANATEE COUNTY

2009-10 SCHOOL CAPACITY PROGRAM

SUMMARY OF REVENUE AND EXPENDITURES

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	Five Year Total
Total Revenue:	\$ 85,492,094	\$ -	\$ -	\$ -	\$ -	\$ 85,492,094
Total Expenditures:	85,492,094	-	-	-	-	85,492,094
Remaining Funds:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

SCHOOL DISTRICT OF MANATEE COUNTY

2009-10 SCHOOL CAPACITY PROGRAM

TOTAL CAPACITY IMPROVEMENTS REVENUE

Item Name	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	Five Year Total
Local Two Mill Discretionary Capital Outlay Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	-
PECO New Construction	4,500,000	-	-	-	-	4,500,000
Classroom For Kids	-	-	-	-	-	-
Debt Proceeds	53,707,000	-	-	-	-	53,707,000
Obligated Fund Balance Carried Forward	27,285,094	-	-	-	-	27,285,094
Subtotal:	\$ 85,492,094	\$ -	\$ -	\$ -	\$ -	\$ 85,492,094

TOTAL CAPACITY IMPROVEMENTS EXPENDITURES FIVE YEAR

Location	Year Open	Service Area	Student Stations	Prior Years Expenditures					2009-2014 Total Appropriations				
				2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2009-2014 Total	2013-2014			
New Construction													
Palmetto Elementary (Replacement)	2010/2011	1	118 A	\$ 993,239	\$ 21,320,531	\$ -	\$ -	\$ -	\$ -	\$ 21,320,531	\$ 22,313,770		
Manatee Technical Institute	2012/2013	3	B	2,596,653	38,065,000	-	-	-	-	38,065,000	40,661,653		
Subtotal:			118	\$ 3,689,892	\$ 59,385,531	\$ -	\$ -	\$ -	\$ -	\$ 59,385,531	\$ 62,975,423		
Classroom Additions/Replacement													
Palmetto High School - Addition	2010/2011	1	475	\$ 4,389,537	4,506,563	-	-	-	-	4,506,563	8,896,100		
Manatee High School - Replacement	2010/2011	2	95 C	405,768	21,600,000	-	-	-	-	21,600,000	22,005,768		
Subtotal:			570	\$ 4,795,305	\$ 26,106,563	\$ -	\$ -	\$ -	\$ -	\$ 26,106,563	\$ 30,901,868		
Total:			688	\$ 8,385,197	\$ 85,492,094	\$ -	\$ -	\$ -	\$ -	\$ 85,492,094	\$ 93,877,291		

A - Palmetto Elementary replacement school student stations (ss) are the net increase from the existing facility 705 ss to the new facility 823 ss equals 118 ss increase

B - Manatee Technical Institute student stations are included in the Florida Inventory for School Houses (FISH) but are not included in the School Concurrency Analysis

C - Manatee High School replacement of Davis Building student stations(ss) net increase from the existing facility 655 ss to the new building 750 ss equals 95 ss increase