

**GULF COUNTY, FLORIDA**

**INTERLOCAL AGREEMENT**

**FOR**

**PUBLIC SCHOOL FACILITY PLANNING**

**BETWEEN THE**

**GULF COUNTY COMMISSIONERS**

**CITY OF PORT ST. JOE COMMISSIONERS**

**CITY OF WEWAHITCHKA  
COMMISSIONERS**

**GULF COUNTY SCHOOL BOARD**

**INTERLOCAL AGREEMENT FOR**  
**PUBLIC SCHOOL FACILITY PLANNING**

This agreement is entered into between the Gulf County Board of County Commissioners (hereinafter referred to as "County"), and the Cities of Port St. Joe and Wewahitchka Commissioners (hereinafter referred to as "Cities"), and the School Board of Gulf County (hereinafter referred to as "School Board").

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

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

**WHEREAS**, Sections 163.31777, 163.3180(1 3)(g) and 1013.33, Florida Statutes, require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

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

**WHEREAS**, the 2005 Florida Legislature adopted Chapter 2005-098. Laws of Florida (sometimes referred to herein as "Senate Bill 360") which, in relevant part, required that all school interlocal agreements be updated to reflect a new statutory mandate to implement school concurrency; and

**WHEREAS**, the School Board has the statutory and constitutional responsibility to provide a uniform system of free and adequate public schools on a countywide basis; and

**WHEREAS**, the County has jurisdiction for land use and growth management decisions within its unincorporated boundaries, including the authority to approve or deny comprehensive plan amendments, rezonings, and other development orders that generate students and impact the school system, and the Cities have similar jurisdiction within their boundaries.

**NOW THEREFORE**, be it mutually agreed between the School Board, the Board of County Commissioners of Gulf County and the City Commissioners of Port St. Joe and Wewahitchka that the following procedures will be followed in coordinating land use and public school facilities planning:

**Section 1. Joint Meetings**

- 1.1 Staff working groups from the County, School Board, and Cities, also known as the Interlocal Committee, will meet on an as needed basis, at least two times a year, to formulate recommendations, and discuss issues regarding coordination of land use and school facility planning, including such issues as population and student enrollment projection, development trends, locating school sites, school needs, the implementation of school concurrency, co-location and joint use opportunities, and ancillary infrastructure improvements needs to support the school and ensure safe student access. The Interlocal Committee will be responsible for arranging such meetings as needed.
- 1.2 One or more representatives of the County Commission, the governing body of each City, and the School Board will meet annually in joint workshop sessions. A representative of the Apalachee Regional Planning Council will also be invited to attend. The joint workshop session will be an opportunity for the County, the Cities and the School Board to hear reports, discuss policy, set direction, and reach an understanding concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The Interlocal Committee will be

responsible for coordinating these meetings.

**Section 2. Student Enrollment and Population Projections**

- 2.1 In fulfillment of their respective planning duties, the County, Cities, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment.
- 2.2 The School Board shall utilize student population projections based on Department of Education enrollment projections. The School Board may request that the Department of Education adjust its projections to reflect actual enrollment and development trends using the "Public School Request for Exception to the Department of Education Cohort Five-Year Projection" available from the Department of Education. In formulating such a request, the School Board will coordinate with the County and Cities regarding development trends and future population projections.
- 2.3 The School Board, working with the County and Cities, will allocate projected student enrollment throughout the district to reflect development trends.

**Section 3. Coordinating and Sharing of Information**

- 3.1 Tentative District Educational Facilities Plan: By the end of the third quarter of the calendar each year, the School Board shall submit to the County and each City the tentative district educational facilities plan, prior to adoption by the Board. The Cities and County shall review the plan and comment to the School Board within twenty-one (21) days on the consistency of the plan with the local comprehensive plan, whether a comprehensive plan amendment will be necessary for any proposed educational facility, and whether the local government supports a necessary comprehensive plan amendment. No later than October 30 of each year, the School Board shall provide the County and Cities a copy of the final plan after it is adopted.
- 3.2 Educational Plant Survey: The School Board shall submit a draft of the Educational Plant Survey to the County and each City at least 60 days prior to adoption by the School Board. The County and Cities will evaluate and make recommendations, if any, to the School Board within 30 days regarding the consistency of planned school facilities, including renovations that materially change the facility or the composition of students and closures, as it relates to their respective

comprehensive plans.

<b>Month</b>	<b>County/City Dates</b>	<b>School Board Dates</b>
<b>October</b>	Start of Budget Year;	
<b>November</b>	CIP Schedule due to State by Dec. 1 <sup>st</sup> ;	
<b>December</b>		
<b>January</b>		
<b>February</b>		
<b>March</b>		
<b>April</b>	Departments prepare their budget request;	
<b>May</b>		
<b>June</b>	Budget reviews begin;	End of Budget Year; Tentative Draft of Education Facilities Plan Due to County and Cities;
<b>July</b>		Start of Budget Year; County and City Comments Due;
<b>August</b>	Budget Public Hearings;	
<b>September</b>	Adopt new budget; End of budget year;	Adopted Five Facility Work Plan Due to State and Local Governments by Oct. 1 <sup>st</sup> ;

3.4 Growth and Development Trends: By the end of the first quarter of each year, the County and Cities will provide the School Board with a report on growth and development trends within their jurisdiction. This report will include the following:

- (a) the type, number, and location of residential units which have received zoning approval, site plan approvals, development orders, final or preliminary plats, planned unit development approvals or Development of Regional Impact development orders;
- (b) information regarding future land use map amendments which may have an impact on school facilities;
- (c) building permits issued for the preceding year and their location;
- (d) information regarding the conversion or redevelopment of housing or other structures into

- residential units which are likely to generate new students; and
- (e) the identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval.

### 3.5 Public School Facilities Element:

- (a) Initial comprehensive plan amendments related to the Public Schools Facilities Element to satisfy Senate Bill 360 requirements: The amendments to the Public School Facilities Element and related amendments to the Capital Improvements Element and the Intergovernmental Coordination Element in the County's and Cities' comprehensive plans ("school-related element amendments" or "school-related element provisions") required to satisfy Senate Bill 360 will be adopted into the comprehensive plans of the County and Cities in 2007 and become effective upon approval from the State.
- (b) Subsequent school-related element amendments: Thereafter, the experience under the revised comprehensive plans and the School Board's educational facilities plan shall be reviewed by the County and Cities each year, at a staff working group meeting to be held by the end of the second calendar quarter, to determine whether updates to the comprehensive plans are required. At a minimum, the School Board's Five-Year Capital Facilities Plan shall be updated annually by the addition of a new fifth year as provided in Section 4.3. The Five-Year Capital Facilities Plan shall ensure level of service standards are achieved and maintained within the period covered by the first five years. After the first five years, annual updates to the schedule shall ensure levels of service standards are achieved and maintained within each year of subsequent five year schedules of capital improvements. Any other amendments to the comprehensive plans shall be transmitted in time to allow their adoption concurrently with the update to the School Board's Five-Year Capital Facilities Plan, where feasible.
- (c) School Board review of school-related element amendments: All school-related element amendments shall be provided to the School Board at least sixty (60) days prior to transmittal (or adoption if no transmittal is required). The School Board can agree to less than 60 days for its review, if desired. The School Board shall review the school-related element amendments and provide comments, if any, to the relevant local government either

(i) in writing at least fifteen (15) days prior to the local planning agency meeting on the school-related element amendment, or (ii) by attending and providing comments at the local planning agency meeting.

- (d) Countywide consistency school-related element amendments: The County's and Cities' school-related element provisions must be consistent with each other and with the School Board's facilities plans and policies. Each City may choose to adopt all or a portion of the County's school-related element provisions into its comprehensive plan by reference, or it may adopt its own school-related element provisions. If a City adopts its own school-related element provisions, any goal, objective, policy or other provision relevant to the establishment and maintenance of a uniform district-wide school concurrency system shall be substantially the same as its counterpart in the County comprehensive plan and other Cities' comprehensive plans. If any school-related element amendment is proposed that affects the uniform district-wide school concurrency system, it shall not become effective until the last party adopts it into its comprehensive plan. Once each City and the County have adopted such a plan amendment and these amendments have all become effective, then the new requirement shall apply countywide. Each City and the County may adopt the School Board's Five-Year Capital Facilities Plan into its comprehensive plan either by reference or by restatement of the relevant portions of that Five-Year Plan, but in no event shall a City or the County attempt to modify that Five-Year Plan. The County and Cities agree to coordinate the timing of approval of school-related element amendments, to the extent that it is feasible to do so.
- (e) Evaluation and Appraisal Report: In addition to the other coordination procedures provided for in this amended interlocal agreement, at the time of the Evaluation and Appraisal Report, the County and Cities shall schedule at least one (1) staff working group meeting with the School Board to address needed updates to the school-related plan provisions. This meeting will be considered on of the two Interlocal Committee meetings required under Section 1.1.

#### Section 4. Implementation of School Concurrency

4.1 This section establishes the mechanisms for coordinating the development, adoption and amendment of Gulf County School Board's capital facilities plan, as well as the public school facilities elements, and the intergovernmental coordination and capital improvements elements of the County and Cities' comprehensive plans, in order to implement a school concurrency system that is uniform countywide as required by law.

Certain terms used in Section 4 of this interlocal agreement are defined as follows:

"Maximization of capacity" shall mean any operational or physical adjustment that increases the available capacity of a school or a concurrency service area. Maximization may take into account several factors, including transportation costs, student travel times, socio-economic objectives, and recognition of the timing of capacity commitments. These adjustments may include, but are not limited to, physical changes to the school facility such as expansions or renovations, addition of relocatables, and operational changes such as staggered schedules, floating teachers, or reassignment of students. The types of physical and operational adjustments to school capacity that will be used in Gulf County, and the circumstances under which they are appropriate, will be determined by the School Board's policy on maximization of capacity.

"Previously approved development" shall mean development approved as follows:

- [a] Single family lots of record having received final plat approval prior to the effective date of the County's School Concurrency Ordinance;
- [b] Multi-family residential development having received final site plan approval prior to the effective date of the County's School Concurrency Ordinance; or
- [c] Any residential development within a Development of Regional Impact (DRI) Development Order adopted prior to July 1, 2005 or within a DRI application which was submitted prior to May 1, 2005.

"Available capacity" shall be defined as provided in Section 4.2(a)2. below.

"Reserved capacity" shall mean school facility capacity set aside for a development or use pursuant to a Certificate of School Concurrency.

"Total school facilities" shall mean all existing school facilities and planned school facilities.

"Used capacity" shall mean school facility capacity consumed by preexisting development.

4.2 The School Board, County and Cities agree to the following principles for concurrency in Gulf County:

(a) The uniform methodology for determining if a particular school is overcapacity shall be determined by the School Board and adopted into the County's and Cities' comprehensive plans. The School Board hereby selects Department of Education permanent FISH capacity as the uniform methodology to determine the capacity of each school. The School Board may consider certain relocatable structures for permanent capacity.

The School Board will determine whether adequate school capacity exists for a proposed development, based on the Level of Service standards, Concurrency Service Areas, and other standards set forth in this Agreement, as follows:

1. Calculate total school facilities by adding the capacity provided by existing school facilities to the capacity of any planned school facilities.
2. Calculate available school capacity by subtracting from the total school facilities the sum of:
  - a. Used capacity;
  - b. The portion of reserved capacity (received certificate of concurrency) projected to be developed within three years;
  - c. The portion of previously approved development (vested from concurrency) projected to be developed within three years; and
  - d. The demand on schools created by the proposed development. In evaluating a final subdivision or site plan for concurrency, any relevant programmed improvements in the current year, or years 2 or 3 of the Five-Year Capital Facilities Plan shall be considered available capacity for the project and factored into the level of service analysis. Any relevant programmed improvements in years 4 or 5 of the Five-Year Capital Facilities Plan shall not be considered available capacity for the project unless funding to accelerate the improvement is assured through the School Board, through proportionate share mitigation or some other means of assuring adequate capacity will be available within the Five Year Plan. Relocatable classrooms may provide temporary capacity while funded schools or school expansions are being constructed.

(b) School concurrency shall be applied on a less than district-wide basis, to concurrency service areas as described in subsection (c). The uniform level-of service standards are initially set as

follows, and shall be identified and included in the County's and Cities' public school facilities elements and capital improvements elements:

<b>LEVEL OF SERVICE FOR EACH PLANNING AREA</b>	
<b>TYPE OF SCHOOL</b>	<b>LEVEL OF SERVICE</b>
Elementary	100% of DOE permanent FISH capacity
Middle	100% of DOE permanent FISH capacity
High	100% of DOE permanent FISH capacity
Special purpose	100% of DOE permanent FISH capacity

Potential amendments to these levels of service shall be considered at least annually at the staff working group meeting to take place no later than second quarter of each year. If there is a consensus to amend any level of service, it shall be accomplished by the execution of an amendment to this interlocal agreement by all parties and the adoption of amendments to the County's and each City's comprehensive plan. The amended level of service shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed. No level of service shall be amended without showing that the amended level of service is feasible and can be achieved and maintained over the five years of the Five-Year Capital Facilities Plan. After the first 5-year schedule of capital improvements, capacity shall be maintained within each year of subsequent five-year schedules of capital improvements.

- (c) The concurrency service area shall be the North and South sections of the County. The County's and Cities' comprehensive plans data and analysis will be applied to the concurrency service area boundaries. Concurrency service areas shall maximize capacity utilization, taking into account transportation costs, limiting maximum student travel times, the effect of court-approved desegregation plans, achieving socio-economic, racial, cultural and diversity objectives, and other relevant factors as defined herein and as determined by the School Board's policy on maximization of capacity. The types of adjustments to school operations that will be considered in the County shall be determined by the School Board's policies on maximization of capacity.

Potential amendments to the concurrency service areas, other than periodic adjustments to the County planning area, or to redefine the concurrency service area as a different type of area, shall be considered annually at the Interlocal Committee meeting to take place each year no later than the second quarter, and shall take into account the issue of maximization of capacity. Other considerations for amending the concurrency service areas may include safe access

(including factors such as the presence of sidewalks, bicycle paths, turn lanes and signalization, general walkability), diversity, and geographic or manmade constraints to travel. If there is a consensus to change the concurrency service area to a different type of zone or area, or to redefine the concurrency service area to a different type of zone or area, it shall be accomplished by the execution of an amendment to this interlocal agreement. The changed concurrency service area shall not be effective until the amended interlocal agreement is fully executed and related amendments to the County and Cities' comprehensive plans are adopted. Proposed adjustments to the concurrency service area shall be presented to the Interlocal Committee for approval and incorporated as updated data and analysis in support of the County's and Cities' Comprehensive Plans. No concurrency service area shall be amended or redefined without a showing that the amended or redefined concurrency service area boundaries are financially feasible and can be achieved and maintained over the five years of the Capital Facilities Plan (or ten years of the ten-year capital facilities plan, if one is adopted).

- (d) The School Board staff, working with the County staff and Cities', will develop and apply student generation multipliers for residential units by type and projected price for schools of each type, considering past trends in student enrollment in order to project school enrollment. The student generation rates shall be determined by the School Board in accordance with professionally accepted methodologies, shall be updated at least every two (2) years and shall be adopted into the County's land development regulations. The school enrollment projections will be included in the tentative district educational facilities plan provided to the County and Cities each year as specified in subsection 3.1 of this interlocal agreement.
- (e) The County and Cities shall amend the concurrency management systems in their land development regulations to require that all new residential units be reviewed for school concurrency at the time of final plat or site plan (or functional equivalent), using the coordination processes specified in Section 8 below, within one hundred twenty (120) days of the effective date of this interlocal agreement. The County or any City may choose to provide an informational assessment of school concurrency at the time of preliminary plat, but the test of concurrency shall be at final plat. The assessment of available capacity by the School Board shall consider maximization of capacity and shifting of impacts as further detailed in Section 8.3 below. The County and Cities shall not deny a final plat or site plan (or functional equivalent) for the failure to achieve and maintain the adopted level of service for public school capacity where:
  - (i) adequate school facilities will be in place or under actual construction within three (3)

years after the issuance of the final plat or site plan (or functional equivalent) within the concurrency service area or within a contiguous concurrency service area and the impacts of development can be shifted to that area; or

- (ii) the developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan (or functional equivalent) as provided in Section 4.2(g) below.

However, this amended interlocal agreement shall not be construed to limit the authority of any City or the County to deny the final plat or site plan (or functional equivalent) for reasons other than failure to achieve and maintain the adopted level of service for public school capacity. The County and Cities, in consultation with the School Board, shall also amend their concurrency management systems in their land development regulations to address public school facilities, so that the annual monitoring reports provided to their governing bodies shall cover schools as well as the other concurrency facilities within one hundred twenty (120) days of the effective date of this amended interlocal agreement.

- (f) The School District shall establish within the Five Year District Facilities Plan the following standards for the application of proportionate share mitigation:

1. Student Generation Multipliers for single family, multi family and mobile home housing types for elementary, middle and high schools. Student Generation Multipliers shall be based upon the best available district-specific data and derived by a professionally acceptable methodology;
2. Cost per Student Station estimates for elementary, middle and high schools. Such estimates shall include all cost of providing instructional and core capacity including land, design, buildings, equipment and furniture, and site improvements. The cost of ancillary facilities that generally support the school district and the capital costs associated with the transportation of students shall not be included in the Cost per Student Station estimate used for proportionate share mitigation.

The above factors shall be reviewed annually and certified for application for proportionate share mitigation purposes during the period that the Five Year District Facilities Plan is in effect.

In the event that the School Board comments provided pursuant to Section 8.3 find that there is not sufficient capacity in the affected or contiguous concurrency service area to address the impacts of a proposed development, the following steps shall apply. Either (i) the project must provide capacity enhancement sufficient to meet its impacts through proportionate share mitigation; or (ii) a condition of approval of the site plan or final plat (or functional equivalent) shall be that the project's development plan and/or building permits shall be phased and building permits shall be delayed to a date when capacity enhancement and level of service can be assured; or (iii) the project must not be approved. The School Board and the affected local government shall coordinate on the possibility of mitigation.

Options for providing proportionate share mitigation for any approval of additional residential dwelling units that triggers a failure of level of service for public school capacity will be specified in the County's and Cities' public school facilities elements. Options shall include the following: (i) contribution of or payment for acquisition of new or expanded school sites, (ii) construction or expansion of, or payment for, permanent school facilities, (iii) mitigation banking and (iv) Educational Facility Benefit Districts.

The amount of mitigation required shall be calculated based on the cost per student station, as defined above, and for each school type (elementary, middle and high) for which there is not sufficient capacity. The Proportionate Share for a development shall be determined by the following formulas:

**Number Of New Student Stations Required For Mitigation (By School Type) =**  
**[Number Of Dwelling Units Generated By Development Proposal, By Housing Type x**  
**Student Generation Multiplier (By Housing Type And School Type)/ Number of**  
**Available Student Stations**

**Cost of Proportionate Share Mitigation =**  
**Number Of New Student Stations Required For Mitigation (By School Type) x**  
**Cost Per Student Station (By School Type).**

The full cost of proportionate share mitigation shall be required from the proposed development. The local government and the School Board shall consider the evaluation report and the options

that may be available for proportionate share mitigation including the amendment of the Five Year District Facilities Plan. If the local government and the School Board find that options exist for proportionate share mitigation, they shall authorize the preparation of a development agreement and other documentation appropriate to implement the proportionate share mitigation option(s). A legally binding development agreement shall be entered into between the School Board, the relevant local government, and the applicant executed prior to issuance of the final plat, site plan or functional equivalent. In that agreement, if the School Board accepts the mitigation, it must commit to place the improvement required for mitigation on its five year plan. This development agreement shall include the landowner's commitment to continuing renewal of the development agreement until the mitigation is completed as determined by the School Board.

Upon execution of a development agreement among the applicant, the local government and the school district, the local government may issue a development order for the development. The development order shall condition approval upon compliance with the development agreement.

- 4.3 The School Board, County and Cities shall use the processes and information sharing mechanisms outlined in this Agreement to ensure that the school concurrency system is updated, the School Board's capital facilities plan remains financially feasible in the future, and any desired modifications are made. Updated public school capital facilities programs will be adopted by reference into the County's and Cities' capital improvement elements no later than December 1<sup>st</sup> of each year.

## **Section 5. School Site Selection, Significant Renovations, and Potential School Closures**

- 5.1 When the need for a new school is identified in the district educational facilities plan, the School Board will establish a Site Selection Committee for the purpose of reviewing potential sites for new schools and proposals for significant renovation and potential closure of existing schools. In addition to designated members of the School Board, the Committee will include at least one staff member of the County and a representative from the city most likely to be impacted by the location of the new facility.
- 5.2 The Site Selection Committee will develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the district educational facilities plan for significant renovation and potential closure will be submitted to the local government with

jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan. Based on information gathered during the review, the Committee will submit recommendations to the Superintendent or designee.

5.3 The following issues will be considered by the Site Selection Committee, the School Board, and the County and Cities when evaluating new school sites and significant renovations and potential closure of existing schools:

- (a) The location of schools proximate to urban residential development and contiguous to existing school sites, and which provide logical focal points for community activities and serve as the cornerstone for innovative urban design, including opportunities for shared use and collocation with other community facilities;
- (b) The location of elementary schools proximate to and within walking distance of the urban residential neighborhoods served;
- (c) The location of high schools on the periphery of urban residential neighborhoods, with access to major roads;
- (d) Compatibility of the school site with present and projected uses of adjacent property;
- (e) Whether existing schools can be expanded or renovated to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl;
- (f) Site acquisition and development costs;
- (g) Safe access to and from the school site by pedestrians and vehicles;
- (h) Existing or planned availability of adequate public facilities and services to support the school;
- (i) Environmental constraints that would either preclude or render cost infeasible the
- (j) Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource;
- (k) The site is well drained and the soils are suitable for development or are adaptable for development and other educational purposes with drainage improvements;
- (l) The proposed location is not in conflict with the local government comprehensive plan, storm water management plans, or watershed management plans;
- (m) The proposed location is not within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan;

- (n) The proposed site can accommodate the required parking, circulation and queuing of vehicles;
- (o) The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport; and
- (p) The proposed site can be co-located with other public facilities such as parks, libraries, and community centers, as provided in Section 9 of this amended interlocal agreement.

5.4 At least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the manager of the local government with jurisdiction over the use of the land as specified in Section 1.3. The local government, upon receipt of this notice, shall notify the School Board within forty-five (45) days if the proposed new school site is consistent with the land use categories and goals, objectives, and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33(11) and (12), Florida Statutes. The School Board shall also provide notice of the sale of property it has used or acquired for the purposes of a school site to the manager of the local government with jurisdiction over that property.

## **Section 6. Supporting Infrastructure**

6.1 In conjunction with the preliminary consistency determination described at subsection 5.4 of the agreement, the school board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant renovation of an existing school, and will enter into a written agreement as to the timing, location, and the party or parties responsible for constructing, operating, and maintaining the required improvements.

## **Section 7. Site Plan Review**

7.1 As early in the design phase of the site plan as feasible, but at least 90 days before commencing construction, the School Board will request a formal consistency determination from the local government with jurisdiction over the use of land. The local government will determine in writing, within 45 days after receiving a request and the necessary information from the School Board,

whether a proposed public educational facility is consistent with the local comprehensive plan and land development regulations.

- 7.2 If a school site plan is consistent with the future land use policies and land use categories that allows public schools, the local government may not deny the site plan application but may impose reasonable development standards and conditions in accordance with section 1013.33(13). The local government may consider the adequacy of the site plan as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property. (Section 1013.33(13), F. S.)

### **Section 8. Local Planning Agency, Comprehensive Plan Amendments, Rezonings, and Development Approvals**

- 8.1 The County and Cities will include a nonvoting representative appointed by the School Board on the local planning agencies, or equivalent agencies, to attend or provide comments at those meetings at which the agencies consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. The Cities and County may, at their discretion, grant voting status to the school board member.
- 8.2 The School Board will receive local planning agency agendas and appropriate backup materials from all local governments and will review and comment as appropriate.
- 8.3 The County and the Cities agree to give the School Board notification of comprehensive plan amendments, rezonings, site plans, final subdivision approvals or plats, preliminary plats, and development proposals pending before them that may affect student enrollment at least thirty(30) days before the approval of such proposals. Within thirty (30) days after notification by the local government, the School Board will advise the local government in writing of the school enrollment impacts anticipated to result from the proposed land use application or development proposal, and whether sufficient capacity exists or is planned at the affected schools to accommodate the impacts. This evaluation process shall be expressed in terms of the adopted level of service and coordinated with the applicable concurrency management system. If the School Board determines that school capacity is adequate to serve the proposed development, the district shall notify the local government in writing of the finding. Upon receipt of such finding, the local

government is authorized to issue a "certificate of school concurrency" or other equivalent documentation. School capacity will be reported consistent with State Requirements for Educational Facilities.

The School Board shall address how capacity has been maximized in the concurrency service area. Then, if maximization of capacity has not resulted in sufficient capacity, so that the adoption of the development proposal would result in a failure of level of service, the School Board will consider other options including renovations, building classroom additions, obtaining relocatables or, at the School Boards prerogative, shifting impacts to contiguous concurrency service areas. If there is still not enough capacity to absorb the impacts of the development proposal after maximization of capacity and shifting of impacts, then the School Board will notify the local government in writing of the finding and of the need to apply Section 8.4, and the local government shall then notify the applicant of the finding.

- 8.4 If sufficient capacity is not available or planned to serve the development at the time of impact, the School Board may specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer will collaborate to find whether there are means to ensure sufficient capacity will exist to accommodate the development, such as; proportionate share mitigation, developer contributions, project phasing, or developer provided facility improvements, as specified in greater detail in Section 4.2(f). Upon the request of the applicant to pursue proportionate share mitigation, the School Board shall evaluate the application to (1) determine the proportionate share amount, (2) evaluate available options for proportionate share mitigation and (3) recommend the terms and conditions for proportionate share mitigation, if any. The findings of the evaluation shall be forwarded in writing to the local government and to the School Board for consideration. Regardless, the School Board retains ultimate discretion over its Five-Year Capital Facilities Plan, and the County and Cities retain ultimate discretion over the decision to approve the development applications in their jurisdictions.

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

- 9.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, co-location and shared use opportunities will be considered by the local governments when preparing

the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. Opportunities for co-location and shared use with public schools will be considered for:

- (a) libraries,
- (b) parks and recreation facilities,
- (c) community centers,
- (d) auditoriums and performing arts centers,
- (e) learning centers,
- (f) museums,
- (g) stadiums, and
- (h) emergency shelters.

In addition, co-location and shared use of school and governmental facilities for health care and social services will be considered.

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

## **Section 10. Resolution of Disputes**

- 10.1 If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes.
- 10.2 The parties hereby acknowledge and agree that it is not the intent of any party to this agreement to confer any rights on any person or entities other than the parties to this agreement. No person or entity not a party to this agreement shall have any claim or cause of action against either the County, the Cities or the School Board for the failure of any party to perform in accordance with the provisions of this Agreement.

## **Section 11. Oversight Process**

11.1 The School Board, the County and each City shall appoint a citizen member to serve on an oversight committee to monitor implementation of this amended interlocal agreement, including annual monitoring and evaluation of the school concurrency system. The results of the oversight committee's annual monitoring and evaluation shall be directed to the Interlocal Committee during one of the two required meetings in Section 1.1 with recommendations for action to implement the committee recommendations. Terms will be for one (1) year with the option to reappoint for one (1) year up to four (4) years consecutively. Members serve at the will of the appointing body, and may be removed with or without cause by the appointing body.

11.2 Committee members shall be invited to attend all meetings referenced in Sections 1, 2, 4 and 5 and shall receive copies of all reports and documents produced pursuant to this interlocal agreement. The committee shall appoint a chairperson, meet at least annually, and report to participating local governments, the School Board and the general public on the effectiveness with which this interlocal agreement is being implemented.

## **Section 12. Amendment and Termination of Agreement**

This agreement may be amended by mutual adoption by all parties, at the yearly joint meeting or as the situation warrants. Any party may elect to withdraw from participation in this agreement upon official action of its governing body and after 30 days written notice to all other parties to this agreement. In such a case, the withdrawing party and the School Board may be subject to sanctions from the Administration Commission and the Department of Education unless they enter into a separate agreement within thirty (30) days that satisfies all the relevant requirements of the Florida Statutes. Any separate agreement must be consistent with the uniform district wide school concurrency system.

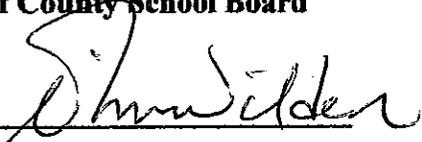
## **Section 13. Notice**

All notices or other communications provided for by this interlocal agreement shall be made in writing and shall be deemed properly delivered when delivered (i) personally, (ii) by the facsimile transmission of such notice to the party entitled thereto, provided the sending party receives electronic confirmation thereof, or (iii) by the mailing of such notice to the parties entitled thereto, registered or certified mail, postage prepaid to one or more of the governing bodies.

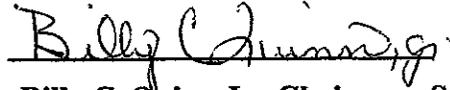
IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Gulf County, the Cities of Port St. Joe and Wewahitchka and the School Board of Gulf County on this 12 of December, 2006.

**ATTEST:**

**For Gulf County School Board**



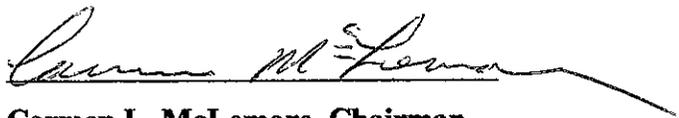
**Tim Wilder, Superintendent**



**Billy C. Quinn Jr., Chairman, School Board**

**ATTEST:**

**For Gulf County Board of County Commissioners**



**Carmen L. McLemore, Chairman**

**ATTEST:**

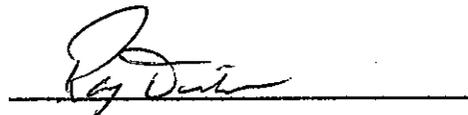
**For City of Port St. Joe**



**Frank Pate, Mayor**

**ATTEST:**

**For City of Wewahitchka**



**Ray Dickens, Mayor**