

# Resolution 2016-75

## Exhibit A

### **INTERLOCAL AGREEMENT**

**between**

**THE SCHOOL BOARD OF PALM BEACH COUNTY,**

**PALM BEACH COUNTY,**

**and**

**MUNICIPALITIES OF PALM BEACH COUNTY**

**for**

**COORDINATED PLANNING**

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**INTERLOCAL AGREEMENT**  
**between**  
**THE SCHOOL BOARD OF PALM BEACH COUNTY,**  
**PALM BEACH COUNTY,**  
**and**  
**MUNICIPALITIES OF PALM BEACH COUNTY**  
**for**  
**COORDINATED PLANNING**

An Interlocal Agreement between PALM BEACH COUNTY (hereafter referred to as the "COUNTY"), operating through its BOARD OF COUNTY COMMISSIONERS; those municipalities who have executed this Agreement (hereafter referred to singly as "MUNICIPALITY" or collectively as "MUNICIPALITIES"); and THE SCHOOL BOARD OF PALM BEACH COUNTY (hereafter referred to as the "SCHOOL BOARD"), operating through the SCHOOL DISTRICT OF PALM BEACH COUNTY (hereafter referred to as the "SCHOOL DISTRICT");

WHEREAS, Section 163.01, Florida Statutes, enables local governments to cooperate with other local governments and public agencies, including school boards, to provide services and facilities on a basis of mutual advantage, and to enter into an Interlocal Agreement; and

WHEREAS, the COUNTY, the MUNICIPALITIES and the SCHOOL BOARD have determined that the safe, convenient, orderly and adequate provision of public school facilities is essential to the health, safety, and general welfare of the citizens of Palm Beach County; and

WHEREAS, in order to provide adequate public school facilities in a timely manner and at appropriate locations, the COUNTY, the MUNICIPALITIES and SCHOOL BOARD have further determined that it is necessary and appropriate for the entities to cooperate with each other to maintain adequate capacity and to provide capacity for projected new growth; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act requires the COUNTY and the MUNICIPALITIES to adopt comprehensive plans to guide and control future development; and

WHEREAS, Article IX, Sections 1 and 4 of the Florida Constitution require a uniform system of free public schools on a county-wide basis, and provide that each county shall constitute a SCHOOL DISTRICT subject to supervision by the State Board of Education as provided by general law; and

WHEREAS, Section 1013.33, Florida Statutes, requires the coordination of planning between school boards and local governments to ensure that the plans for the construction and opening of public educational facilities are coordinated in time and place with plans for residential development; and

WHEREAS, Section 1013.33, Florida Statutes, requires the general location of educational facilities to be consistent with the COUNTY'S and the MUNICIPALITIES' Comprehensive Plans; and

WHEREAS, Section 1013.33, Florida Statutes, requires the SCHOOL BOARD to submit plans for public educational facilities to the COUNTY and the MUNICIPALITIES and requires each local jurisdiction to determine the consistency of the plans with the effective Comprehensive Plan and applicable land development regulations; and

WHEREAS, Section 163.3177(6)(h), Florida Statutes, requires the COUNTY and the MUNICIPALITIES to coordinate the adopted local comprehensive plans with each other and the plans of the SCHOOL BOARD; and

WHEREAS, Sections 163.3177(6)(h)1 and 163.3177(6)(h)2, Florida Statutes, require an intergovernmental coordination element showing relationships and stating principles and

guidelines to be used in coordinating the adopted comprehensive plan with the plans of school boards, regional water supply authorities, and other units of local government providing services but not having regulatory authority over the use of land, with the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region, with the state comprehensive plan and with the applicable regional water supply plan approved pursuant to s. 373.709, as the case may require and as such adopted plans or plans in preparation may exist. This element of the local comprehensive plan must demonstrate consideration of the particular effects of the local plan, when adopted, upon the development of adjacent municipalities, the county, adjacent counties, or the region, or upon the state comprehensive plan, as the case may require; and

WHEREAS, the intergovernmental coordination element must describe joint processes for collaborative planning and decision making on population projections and public school siting, the location and extension of public facilities subject to concurrency, and siting facilities with countywide significance, including locally unwanted land uses whose nature and identity are established in an agreement.

NOW, THEREFORE, in order to accomplish these goals and purposes, and in consideration of the mutual obligations and benefits the COUNTY, the MUNICIPALITIES and the SCHOOL BOARD (hereafter referred to collectively as "PARTIES") hereby enter into this Agreement.

## **I. DEFINITIONS**

**Capacity Projects** - New school construction or any project that adds necessary improvements to accommodate additional permanent student stations or core facilities needed for the educational program of each type of school based on the State Requirements for Educational Facilities (SREF).

**Consistency** - The condition of not being in conflict with and in furtherance of the goals, objectives and policies of the Comprehensive Plan Elements and this Agreement.

**Educational Facilities** - The buildings, equipment, structures, and special educational use areas that are built, installed, or established to serve educational purposes only.

**Educational Plant Survey** - A systematic study of educational and ancillary plants and the determination of future needs to provide appropriate educational programs and services for each student.

**First FTE Student Count** - A first semester count of all "full time equivalent" students. The date of the first FTE count is determined by the Florida Department of Education each school year, pursuant to Chapter 1011.62, Florida Statutes.

**Five-Year Work Plan** - The School Board of Palm Beach County Five-Year District Facilities Work Program adopted pursuant to Section 1013.35, Florida Statutes.

**Florida Inventory of School Houses (FISH)** - A report of the capacity of existing facilities. The FISH capacity is the number of students that may be housed in a facility (school) at any given time based on using a percentage of the number of existing satisfactory student stations and a designated size for each program. FISH capacity includes modular capacity in Palm Beach County.

**Intergovernmental Plan Amendment Review Committee (IPARC)** - The interlocal committee, established through the "Comprehensive Plan Amendment Coordinated Review Interlocal Agreement" dated October 1, 1993, which coordinates comprehensive plan amendment review.

**Local Governments** - PALM BEACH COUNTY and the participating MUNICIPALITIES.

**Permanent Student Station** - The floor area in a public school facility required to house a student in an instructional program.

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

**School Board Five-Year Capital Facilities Plan** - The SCHOOL BOARD OF PALM BEACH COUNTY Five-Year Work Plan and Capital Budget as authorized by Section 1013.35, Florida Statutes.

**School Board of Palm Beach County Five-Year Capital Improvement Schedule** - A Table of expenditures and revenues summarizing capital and non-capital projects.

**Significant Renovation** – Renovation or construction on existing school sites, which results in a greater than 5 percent increase in student capacity (FISH).

## **II. CAPITAL IMPROVEMENT PLAN**

### **A. SCHOOL BOARD’S Five-Year Capital Facilities Plan**

1. On or before September 30<sup>th</sup> of each year, the SCHOOL BOARD shall adopt and update the SCHOOL DISTRICT’S Five-Year Capital Facilities Plan for public schools in PALM BEACH COUNTY.

2. The SCHOOL BOARD’S Five-Year Capital Facilities Plan shall specify all new construction, remodeling or renovation projects which will add permanent FISH capacity or modernize existing facilities.

3. The SCHOOL BOARD’S Five-Year Capital Facilities Plan and each annual update shall include a description of each school project, the amount of money to be spent in each fiscal year for the planning, preparation, land acquisition, and actual construction and renovation of each school project which adds FISH capacity or modernizes existing facilities; the amount of FISH capacity added, if any; and a generalized location map for schools depicted in the SCHOOL BOARD’S Five-Year Capital Facilities Plan consistent with the SCHOOL

BOARD'S current Educational Plant Survey and with the Future Land Use Elements of each MUNICIPALITY'S Comprehensive Plan and the COUNTY'S Comprehensive Plan.

4. The SCHOOL BOARD'S Five-Year Capital Facilities Plan and each annual update shall identify the projected enrollment, capacity and utilization percentage of all schools of each type for each year of the Plan. The SCHOOL BOARD shall annually update the Five Year Capital Improvement Schedule when updating the SCHOOL DISTRICT'S Five-Year Capital Facilities Plan.

5. The SCHOOL BOARD shall initiate the necessary program and/or boundary adjustments to reflect the new capacity for the schools that are scheduled to be constructed and opened for each year of the SCHOOL DISTRICT'S Five-Year Capital Facilities Plan.

**B. Ten- and Twenty-Year Work Plan**

In addition to the adopted SCHOOL BOARD'S Five-Year Capital Facilities Plan, the SCHOOL BOARD shall annually adopt a 10-year and a 20-year Work Plan based upon enrollment projections and facility needs for the 10-year and 20-year periods. It is recognized that the projections in the 10- and 20-year time frames are tentative and should be used only for general planning purposes.

**C. Transmittal**

The SCHOOL DISTRICT shall transmit electronically or via posting on its website the proposed SCHOOL BOARD'S Five-Year Capital Facilities Plan along with data and analysis to the MUNICIPALITIES and COUNTY on or before July 1<sup>st</sup> of each year commencing after the effective date of this Agreement.

**D. Final Adoption**

Unless it is delayed by mediation or a lawful challenge, the SCHOOL BOARD

shall adopt the SCHOOL DISTRICT'S Five-Year Capital Facilities Plan and it shall become effective no later than September 30<sup>th</sup> of each year.

**E. Material Amendment to the School District's Five-Year Capital Facilities Plan**

1. The SCHOOL BOARD shall not amend the SCHOOL DISTRICT's Capital Facilities Plan so as to modify, delay or delete any capacity addition project in the first three years of the Program unless the SCHOOL BOARD determines by written findings, with the concurrence of at least five Board members the following:

(a) That the modification, delay or deletion of a project is required in order to meet the SCHOOL BOARD'S constitutional obligation to provide a county-wide uniform system of free public schools or other legal obligations imposed by state or federal law, or

(b) That the modification, delay or deletion of a project is occasioned by unanticipated change in population projections or growth patterns or is required in order to provide needed capacity in a location that has a current greater need than the originally planned location; or

(c) At the request of one of the parties to this agreement, the project schedule or scope has been modified to address local government concerns, or non-capacity projects deferred for financial reasons.

### **III. COMPREHENSIVE PLAN AMENDMENTS**

#### **A. Process for Development and Incorporation of Capital Improvements Element**

1. No later than thirty days after the SCHOOL BOARD adopts the Five-Year Capital Facilities Plan, annual updates, or any material amendment thereto, the SCHOOL DISTRICT shall post the same onto the SCHOOL DISTRICT website and provide notice to the COUNTY and MUNICIPALITIES. The COUNTY and MUNICIPALITIES shall in turn incorporate the same into the Capital Improvements Element of their Comprehensive Plans.

2. The COUNTY and MUNICIPALITIES, by incorporating "The School District of Palm Beach County Five Year Capital Improvement Schedule," annual updates, and any material amendment thereto in their respective Comprehensive Plans, shall have no obligation or responsibility for funding the SCHOOL BOARD'S Five-Year Capital Facilities Plan annual updates, and any material amendment thereto.

#### **B. Intergovernmental Coordination Element**

The process for the development, adoption, and amendment of the Intergovernmental Coordination Element shall be that set forth in Section 1013.33, Florida Statutes.

#### **C. School District Participation on Local Planning Agencies**

The Local Planning Agency or the equivalent agency of the COUNTY and each MUNICIPALITY shall include a member of the SCHOOL DISTRICT, appointed by the SCHOOL BOARD, to serve as a nonvoting member. The SCHOOL DISTRICT representative may attend any or all meetings at which the agency will consider a comprehensive plan amendment which would, if approved, increase residential density of the property that is the subject of the application. This subsection does not prevent a Local Government from granting voting member status to the SCHOOL DISTRICT representative. Participation as a non-voting member may also

be satisfied by the School District representative submitting a letter with comments and recommendations after review of the proposed amendment.

#### **IV. COORDINATED PLANNING**

##### **A. The Coordination of Planning and Sharing of Information**

The PARTIES recognize that sound planning for both educational facilities and student growth emanating from existing development, redevelopment, and new development of residential property requires adequate and accurate data and information and that effective coordination of these two planning functions requires that all of the PARTIES have access to and utilize the same data and information. Accordingly, the COUNTY, the MUNICIPALITIES, and the SCHOOL DISTRICT agree to share and coordinate information relating to existing and planned public school facilities, proposals for development and redevelopment, infrastructure required to support public school facilities, and population projections, including student population projections, which are utilized and relied on by the PARTIES for planning purposes. Where practicable, the PARTIES shall endeavor to utilize electronic media to share data and information contemplated in this Section IV by posting such data and information on their respective websites, participating in electronic message boards, or otherwise utilizing emerging electronic communications media that may become available during the term of this Agreement.

##### **B. Population Projections**

Using the Cohort Survival Forecasting Methodology as the foundation, the SCHOOL DISTRICT shall annually prepare five-year enrollment projections by school, using the following data sources as inputs or checks on reasonableness:

1. Input on future or active residential developments from local municipal and COUNTY planning departments, developers and their agents;

2. Input from the Intergovernmental Plan Amendment Review Committee (IPARC);
3. Birth data by month;
4. 11<sup>th</sup> day (count day), October and February's FTE student counts;
5. Information on existing and planned charter schools, including enrollment estimates and targets;
6. State Department of Education annual Capital Outlay Full Time Equivalent (COFTE) enrollment projections;
7. Bureau of Economic & Business Research (BEBR) annual age-group population projections;
8. US Census and American Community Survey data.

**C. Local Government Data Collection**

On April 15<sup>th</sup> and October 15<sup>th</sup> of each year, the Local Governments shall provide the SCHOOL DISTRICT with the information electronically regarding the Certificates of Occupancy issued for new residential units. The April 15<sup>th</sup> Report shall include Certificates of Occupancy data from October 1<sup>st</sup> through March 31<sup>st</sup> and the October 15<sup>th</sup> Report from April 1<sup>st</sup> through September 30<sup>th</sup>. Local Governments shall also provide electronically data of approved future land use amendments and approved development orders in accordance with the schedule provided on the electronic forms contained in Exhibit B and Exhibit C. The actual students generated from new residential units will be used in the data and analysis for the annual update of the SCHOOL DISTRICT's Five-Year Capital Facilities Plan.

**D. Multiplier Publication**

The multipliers adopted by the SCHOOL DISTRICT will be used for the term of this Agreement to determine the number of elementary, middle and high school students, based on

the number and type of residential units from the proposed development. These multipliers must be supported by data and analysis based on existing enrollment for each type of residential unit. Multipliers will be updated based on the recommendation from SCHOOL DISTRICT staff.

**E. Proposals for Development, Redevelopment, School Closures and Infrastructure Required to Support Public School Facilities**

1. On or before January 1<sup>st</sup> of each year, for the SCHOOL DISTRICT's consideration and utilization in preparing its annual update of the SCHOOL DISTRICT's Five-Year Capital Facilities Plan the COUNTY and the MUNICIPALITIES shall provide to the SCHOOL DISTRICT a report setting forth the COUNTY'S and the MUNICIPALITIES' respective projections for development, and redevelopment, in the forthcoming year. In addition, before January 1<sup>st</sup> of each year, the COUNTY and the MUNICIPALITIES shall provide to the SCHOOL DISTRICT a copy of any amendments to their respective capital improvement elements.

2. The SCHOOL BOARD and the affected Local Government shall jointly determine the need for off-site improvements necessary to support a new school or proposed significant renovation of an existing school.

3. Prior to closing or declaring school properties as surplus, the SCHOOL BOARD shall notify the affected Local Government. Prior to taking final action on a school closure or declaring a property surplus, the Local Government shall have 30 days to comment on the proposed action. The SCHOOL BOARD shall take into account the Local Government's comments on the proposed school closure or declaring a property as surplus prior to taking formal action.

**F. School Siting and Site Planning**

1. Unless a Local Government has or does enter into a separate Interlocal Agreement relating to school siting and site planning, the following provisions shall be followed in

school siting and site planning decisions. If a separate Interlocal Agreement that addresses school siting and site planning is in effect, the provisions of that Agreement shall control and this Section IV.F. shall not be applicable between those parties.

2. The SCHOOL DISTRICT shall coordinate planning and site location of educational facilities with each MUNICIPALITY and the COUNTY in which a school site is proposed for construction or site acquisition within the SCHOOL DISTRICT's Five-Year Capital Facilities Plan in accordance with Chapters 1013 and 163 of the Florida Statutes. This process shall assist in determining possible sites for the proposed schools and the consistency with the Comprehensive Plan, applicable land development regulations, the necessary existing or planned infrastructure, and coordination of public facilities such as parks, libraries, and community centers.

3. Not less than ninety days prior to adoption of the initial Five-Year Capital Facilities Plan and any amendments or yearly updates, the SCHOOL DISTRICT shall coordinate with the COUNTY and each MUNICIPALITY in which a school is proposed for construction or expansion under the proposed plan to determine the consistency of one or more proposed sites with the Local Government's comprehensive plan and the availability of necessary or planned infrastructure and to coordinate the proposed location with public facilities such as parks, libraries and community centers. Alternative sites may be proposed by the Local Government for consideration by the SCHOOL DISTRICT.

4. At least sixty days prior to acquiring or leasing any property that may be used for a school site, the SCHOOL DISTRICT shall provide written notice of the proposed acquisition to the Local Government in whose jurisdiction the proposed site is located. This written notice from the SCHOOL DISTRICT shall include a school site acquisition form, aerial map, location map and proposed acquisition and construction completion schedule. As quickly as possible but no later than 45 days from receipt of this notice, the Local Government shall notify the SCHOOL DISTRICT if the proposed site is consistent with the land use categories and policies of the Local Government's comprehensive plan and zoning district and provide comments regarding the feasibility of each of the sites submitted by the SCHOOL DISTRICT. These comments should address the availability of necessary and planned infrastructure and the collocation of the proposed school facility with other public facilities such as parks, libraries and community centers. The SCHOOL DISTRICT shall include these comments in their rating system to determine the best overall site for acquisition.

5. The site plan review process for a new SCHOOL BOARD owned public educational facility or significant renovation to an existing SCHOOL BOARD owned public educational facility shall consist of the following:

(a) It is the SCHOOL DISTRICT'S intent to work cooperatively with Local Governments regarding the construction of educational facilities;

(b) SCHOOL DISTRICT staff shall meet with Local Government representatives in a collaborative effort to discuss potential or proposed school construction projects prior to any submittal to the Local Government;

(c) Local Government's comments and input will be carefully considered and incorporated, on the site plan prior to formal submittal;

(d) Staff will discuss projects with the Local Government in an effort to keep them apprised of the project's particulars and the fact that proposed site and education facilities shall, at a minimum, meet the State Requirements for Educational Facilities (SREF).

(e) SCHOOL DISTRICT shall submit a written request for review of the proposed site plan and determination of consistency with the Local Government's comprehensive plan and applicable land development regulations at least 90 days prior to letting of contract for construction.

(f) Collaboration and coordination between the Local Government and the SCHOOL DISTRICT is necessary to ensure that a school is opened on schedule to accommodate the students;

(g) The maximum review process from the Local Government shall be up to and no more than 90 days, and thus an expeditious review shall be implemented;

(h) The Local Government shall not charge an application or plan review fee for site plan consistency review;

(i) If a written determination as to consistency from the Local Government has not been received within ninety days after initial submittal, the Local Government shall have waived its right to comment on the SCHOOL DISTRICT's site plan;

(j) The PARTIES agree that the following criteria shall be applied in evaluating the site plan:

(1) The Local Government shall not condition or deny the site plan based on adequacy as it relates solely to the needs of the school. If the site location is consistent

with the Local Government's land use policies and categories in which public schools are identified as allowable uses, the Local Government may not deny the application but it may impose reasonable development standards and conditions to address applicable Land Development Regulations (LDRs), environmental concerns, health, safety and welfare, and effects on adjacent property provided they do not conflict with the State Uniform Building Code or the State Requirements for Educational Facilities (SREF). For significant renovation to an existing school the development standards and conditions shall apply only to the expansion. Standards and conditions may not be imposed which conflict with those established in Chapter 1013 of the Florida Statutes or the Florida Building Code unless listed in Section IV.F.(5)(j)(2) and (3) of this Agreement.

(2) The site plan shall provide sufficient space to meet on-site parking as required by SREF. The SCHOOL DISTRICT and Local Governments will coordinate design of on-site traffic circulation to satisfy current and projected site generated vehicular demand.

(3) Although SCHOOL DISTRICT schools are exempt from local landscaping requirements in accord with Florida Statutes 1013.64(5)(a), in order to enhance territorial integrity, define public and private areas, enhance access control, and mitigate off-site impacts, the school site perimeter adjacent to public roadways and residentially zoned property will be landscaped with canopy trees planted at 25 feet on center and ground cover or hedge clustered at various locations around or between trees at a quantity of 36 inches on center. Perimeter trees may be clustered if desired by the Local Government. Credit will be given for existing trees on site that are preserved.

The hedge or groundcover shall be a low maintenance species, preferably native or adapted, and with a mature height of 18 inches and shall be maintained at that height. Trees shall be of a low maintenance species, preferably native or adapted, and shall be at

least 10 to 12 feet tall with a 5 foot canopy spread at the time of planting, and shall be allowed to grow naturally but may be kept clear of low branches. Chain link fencing up to a height of 8 feet may be placed on the perimeter of the school property and shall be black or green vinyl coated when located along public roadway frontages. If desired by Local Government, credits will be given for existing landscape that is preserved.

(k) Nothing herein shall preclude the SCHOOL DISTRICT and the Local Government from developing alternative development standards based on mutually acceptable performance criteria that would meet the intent of the provisions listed above.

**G. School Capacity Availability Determination**

1. Each Local Government shall submit to the SCHOOL DISTRICT at least 30 days prior to its transmittal hearing an executive summary of any Comprehensive Plan amendment to the Future Land Use Element or rezoning that modifies or adds any residential designation or increase in residential density along with a copy of the plan amendment or rezoning and supporting material and the date, time, and place of the transmittal hearing or any public hearing.

2. The SCHOOL DISTRICT shall review the information submitted and shall evaluate the impact of the proposed Comprehensive Plan amendment or rezoning on the Public School Facilities Plan, the consistency of the proposed Plan amendment or rezoning with the SCHOOL DISTRICT's Five-Year Capital Facilities Plan, the impact on public schools, and the projected timing and delivery of public school facilities to serve any residential development authorized by the Plan Amendment or rezoning.

3. Within 20 days of receipt, the SCHOOL DISTRICT shall submit to the appropriate Local Government a school capacity availability determination setting forth the findings

and recommendations of the SCHOOL DISTRICT, and specifically setting forth the capacity, or lack thereof, of existing facilities or planned facilities in the current SCHOOL DISTRICT Capital Facilities Program Plan to serve additional students. Should the proposed amendment or rezoning negatively impact the public school system, the SCHOOL DISTRICT staff may recommend reasonable conditions to mitigate such impacts, and these conditions shall be included in the Local Government staff report or equivalent document to be considered by the Local Government in reviewing the proposed amendment or rezoning. The Local Government, in its sole discretion, may incorporate such conditions as it deems appropriate.

**V. SPECIAL PROVISIONS**

**A. SCHOOL DISTRICT Requirements**

The PARTIES acknowledge and agree that the SCHOOL BOARD is or may be subject to the requirements of the Florida and United States Constitutions and other state or federal statutes regarding the operation of the public school system. Accordingly, the PARTIES agree that this Agreement is not intended, and will not be construed, to interfere with, hinder, or obstruct in any manner, the SCHOOL BOARD's constitutional and statutory obligation to provide a uniform system of free public schools on a county-wide basis or to require the SCHOOL DISTRICT to confer with or obtain the consent of the COUNTY or the MUNICIPALITIES, as to whether that obligation has been satisfied. Further, the COUNTY, the MUNICIPALITIES and the SCHOOL BOARD agree that this Agreement is not intended and will not be construed to impose any duty or obligation on the COUNTY or MUNICIPALITY for the SCHOOL BOARD's constitutional or statutory obligation. The COUNTY and the MUNICIPALITIES also acknowledge that the SCHOOL BOARD's obligations under this Agreement may be superseded by state or federal court orders or other state or federal legal mandates.

**B. Land Use Authority**

The PARTIES specifically acknowledge that each Local Government is responsible for approving or denying comprehensive plan amendments and development orders within its own jurisdiction. Nothing herein represents or authorizes a transfer of this authority to any other party.

**C. Specific Performance**

The COUNTY, the MUNICIPALITIES and the SCHOOL BOARD shall have the right to petition the Circuit Court for the Fifteenth Judicial Circuit for the State of Florida for specific performance of any and all of the provisions of this Agreement.

**VI. MEDIATION OF DISPUTES**

The PARTIES acknowledge that the intergovernmental coordination provisions of Section 163.3177(6)(h), Florida Statutes, may not eliminate all disputes between the PARTIES to this Agreement and such disputes may affect the SCHOOL BOARD and the land use planning authority of the COUNTY and the MUNICIPALITIES. In the case of the negotiation, adoption, and implementation of any provision of this Interlocal Agreement and amendments thereto, COUNTY, MUNICIPALITIES, and the SCHOOL BOARD agree that the PARTIES in opposition shall attempt an informal resolution of the concerns raised. In the event objections cannot be resolved within 20 days or such other time as may be mutually agreeable, the PARTIES shall have the right to petition the Court in accordance with the provision of Article V.C., or submit their disagreement for mediation with a mediator that the PARTIES have mutually agreed upon. If the PARTIES cannot reach an agreement with regard to a mediator, within 15 days of being notified by either PARTY the Executive Committee of the Palm Beach County Issues Forum will select a mediator to mediate the PARTIES' dispute and mediation will commence within 30 days following selection of the

mediator or as soon as the mediator's schedule may reasonably permit. The cost of mediation will be borne equally by the PARTIES.

If the mediation process is irretrievably deadlocked, as determined by either PARTY, the PARTIES may seek redress in a court of competent jurisdiction in Palm Beach County. The PARTIES specifically waive whatever rights they may have to a trial by jury.

#### **VII. ACTS OF GOD AND OTHER EXIGENT CIRCUMSTANCES BEYOND THE CONTROL OF THE SCHOOL BOARD**

The COUNTY and the MUNICIPALITIES acknowledge that the SCHOOL BOARD, in its operation of the public school system, is subject to events, circumstances, and external forces and authorities beyond its control. Examples are hurricanes or other natural disasters which destroy school facilities, other emergency situations affecting the operation of the public school system, state court judgments concerning the SCHOOL BOARD's State Constitutional or Statutory obligation to provide a uniform system of free public schools, and school desegregation orders or compliance agreements involving Federal Courts or the Office of Civil Rights, United States Department of Education. Such events or actions may prevent the SCHOOL BOARD from complying with the provisions of this Agreement and may require the SCHOOL BOARD to deviate from or modify the SCHOOL DISTRICT's Five-Year Capital Facilities Plan agreed to and approved by the COUNTY, the MUNICIPALITIES and the SCHOOL BOARD. The COUNTY and the MUNICIPALITIES hereby agree that such noncompliance, deviations, or modifications will not be deemed a violation of this Agreement and that the provisions of Section V will pertain to those occurrences. The SCHOOL BOARD shall give written notice to the COUNTY and the participating MUNICIPALITIES if an "Act of God" has prevented the SCHOOL BOARD from complying with its obligation under this Agreement.

## **VIII. STANDING AND THIRD PARTY BENEFICIARY RIGHTS**

The PARTIES hereby acknowledge and agree that it is not the intent of any party to this Agreement to confer any rights on any persons 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 MUNICIPALITIES or the SCHOOL BOARD for the failure of any party to perform in accordance with the provisions of this Agreement except as may be provided by law.

## **IX. AMENDMENT, WITHDRAWAL AND TERMINATION**

### **A. Amending the Agreement**

This Agreement may be amended only by written agreement of the PARTIES.

### **B. Withdrawal from Agreement**

Any PARTY may withdraw from this Agreement by sending written notice to the other PARTIES to the Agreement and the Florida Department of Economic Opportunity (or its successor agency) at least sixty days prior to the effective date of the withdrawal.

### **C. Additional Participants**

Any MUNICIPALITY may become a party to this Agreement after its effective date upon execution of a Unilateral Participation Agreement in such form as the agreement attached hereto as Exhibit A.

## **X. TERM OF THE AGREEMENT**

This Agreement shall be for a term of five years and will automatically be renewed every five years for additional five-year terms. Any objection by any PARTY to this Agreement or to its renewal must be sent in writing to the other PARTIES no sooner than ninety days prior to the end of the term.

## **XI. INDEMNIFICATION OF PARTIES**

**A. Hold Harmless**

The SCHOOL BOARD agrees to hold harmless and indemnify the other PARTIES to this Agreement against any third party claim, liability, lawsuit, and damage award arising out of the performance of this Agreement for any acts, failure to act, or decisions of the SCHOOL BOARD that are totally within the purview of the SCHOOL BOARD or are the responsibility of the SCHOOL BOARD under this Agreement. Acts or decisions of the SCHOOL BOARD include, but are not limited to, items relating to school attendance boundaries, providing adequate capacity for new students in the SCHOOL BOARD'S Five- Year Capital Facilities Plan, constructing and modernizing schools consistent with the adopted SCHOOL BOARD'S Five-Year Capital Facilities Plan, decisions on whether to accept or reject mitigation, and decisions on available capacity in the review process.

**B. Third Party Claims**

The COUNTY and each individual MUNICIPALITY that is a PARTY to this Agreement agree to hold harmless and indemnify all other PARTIES to the Agreement against any third party claim, liability, lawsuit, and damage award arising out of the performance of this Agreement for any acts, failure to act, or decisions of that PARTY that are totally within the purview of that party or are the responsibility of that party under this Agreement. Acts or decisions of the COUNTY or an individual MUNICIPALITY include, but are not limited to, the denial of an application for development approval based on school impacts after the SCHOOL DISTRICT has informed that party that adequate school capacity exists for the development.

**XII. MULTIPLE ORIGINALS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### **XIII. EFFECTIVE DATE OF AGREEMENT**

#### **A. Effective Immediately**

Upon this Agreement being signed by all PARTIES, the Agreement shall be filed with the Clerk of the Circuit Court. This Agreement shall take effect immediately on the date filed with the Clerk of the Circuit Court and shall continue until terminated.

**{Remainder of page intentionally left blank}**

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures on the day and year first above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

**Sharon R. Bock**  
Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Mayor

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

THE SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA

BY



Chuck Shaw, Chairman

BY



Robert M. Avossa, Ed.D., Superintendent

Board Approval Date:

8/19/15

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:



School Board Attorney

THE SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA

BY 

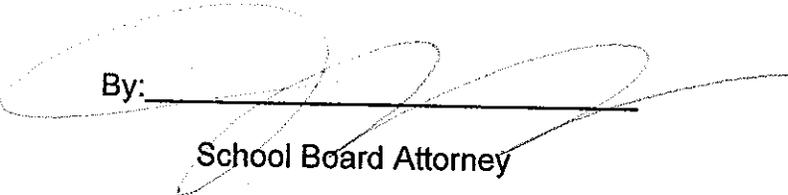
Chuck Shaw, Chairman

BY 

Robert M. Avossa, Ed.D., Superintendent

Board Approval Date:  
0/19/15

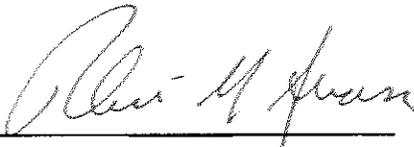
APPROVED AS TO FORM AND  
LEGALSUFFICIENCY

By:   
School Board Attorney

THE SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA

BY 

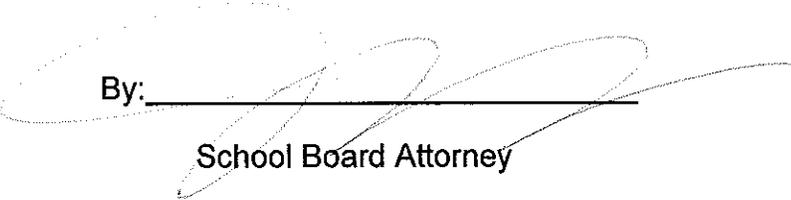
Chuck Shaw, Chairman

BY 

Robert M. Avossa, Ed.D., Superintendent

Board Approval Date:  
8/19/15

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: 

School Board Attorney

EXHIBIT A

PARTICIPATION AGREEMENT

THIS AGREEMENT is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and entered into by and among the \_\_\_\_\_, a municipal government, hereinafter "New Participant," and the various parties executing the Interlocal Agreement between The School District of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning dated \_\_\_\_\_, hereinafter "Coordinated Planning Agreement."

WITNESSETH:

WHEREAS, the School District of Palm Beach County, Palm Beach County, and participating Municipalities in Palm Beach County have entered into the Coordinated Planning Agreement as required by Section 163.31777, Florida Statutes; and

WHEREAS, \_\_\_\_\_ desires to become a participant under the Coordinated Planning Agreement; and

WHEREAS, pursuant to Article IX, Section C of the Coordinated Planning Agreement, participation is authorized upon the execution of this unilateral Participation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood by and among the undersigned New Participant and the participants in the Coordinated Planning Agreement as follows:

1. Upon execution of this Agreement, New Participant will become a participant in the Coordinated Planning Agreement.
2. The New Participant shall enjoy all the privileges of, and shall be bound by all the terms and conditions of, the Coordinated Planning Agreement. The New Participant shall adopt the required comprehensive plan amendments pursuant to Article III as soon as possible after execution of this Participation Agreement.
3. The participants in the Coordinated Planning Agreement agree to the inclusion of New Participant in accordance with Article IX, Section C of the Coordinated Planning Agreement

as it is acknowledged that the inclusion of an additional participant furthers the intent and spirit of the Coordinated Planning Agreement.

4. A copy of this Participation Agreement shall be filed with the Clerk of the Court in and for Palm Beach County.
5. This Participation Agreement shall be effective upon execution and shall continue in full force and effect unless New Member withdraws pursuant to Article IX, Section B of the Coordinated Planning Agreement, or the Coordinated Planning Agreement is otherwise terminated.

IN WITNESS WHEREOF, this Agreement has been executed by \_\_\_\_\_ as of the date and year indicated below.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT B

## Form 1: Approved Future Land Use Amendments

Name of Local Government \_\_\_\_\_  
Contact Person \_\_\_\_\_

Project Name / PCN(s)	Current / Proposed Future Land Use	Current/Proposed Zoning	Current/Proposed Development of site	Existing/Proposed # of Residential Units	Approved Document No. / Approval Date

