

# STAFF REPORT

## Exhibit A

### RESOLUTION NO. R2000-100

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2  
3       **A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF**  
4       **WELLINGTON, FLORIDA AUTHORIZING THE MAYOR,**  
5       **COUNCILMEMBERS, AND VILLAGE CLERK TO EXECUTE AN**  
6       **INTERLOCAL AGREEMENT WITH THE PALM BEACH COUNTY**  
7       **BOARD OF COUNTY COMMISSIONERS, MUNICIPALITIES OF PALM**  
8       **BEACH COUNTY, AND THE SCHOOL DISTRICT OF PALM BEACH**  
9       **COUNTY TO ESTABLISH PUBLIC SCHOOL CONCURRENCY; AND**  
10       **PROVIDING AN EFFECTIVE DATE.**  
11

12  
13       **WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal  
14 Cooperation Act of 1969,” authorizes local governments to make the most efficient use of  
15 their powers by enabling them to cooperate with other localities on a basis of mutual  
16 advantage and thereby to provide services and facilities that will harmonize geographic,  
17 economic, population, and other factors influencing the needs and development of local  
18 communities; and  
19

20       **WHEREAS**, Section 163.3180(13)(g), Florida Statutes, requires that prior to  
21 establishing a school concurrency program, the County, the Municipalities, and the School  
22 Board adopt an interlocal agreement for school concurrency to satisfy Section  
23 163.3180(12)(g)1, Florida Statutes, which will: establish a process by which they shall agree  
24 and base their plans on consistent population projections; coordinate and share information  
25 relating to existing and planned public school facilities, projections, and proposals for  
26 development, and infrastructure required for public school facilities; establish a planning  
27 process that encourages the location of public schools proximate to urban residential areas  
28 and the collocation of schools with other public facilities to the extent possible; jointly  
29 establish level of service standards for public schools; establish a process for the  
30 preparation, amendment, and joint approval of a financially feasible public school capital  
31 facilities program; define the geographic application of concurrency; establish criteria and  
32 standards for the establishment and modification of school concurrency service areas and  
33 incorporate the criteria and standards into the County’s and Municipalities’ comprehensive  
34 plans; establish a uniform district-wide procedure for implementing the school concurrency  
35 program that provides for the evaluation of development applications for compliance with  
36 school concurrency requirements; provide an opportunity for the School District to review  
37 and comment on the effect of comprehensive plan amendments and rezonings on the  
38 public school facilities plan; and provide for the monitoring and evaluation of the  
39 concurrency program; and  
40

41       **WHEREAS**, such Interlocal Agreement has been prepared, and a copy is attached  
42 hereto.  
43

44       **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE**  
45 **VILLAGE OF WELLINGTON, FLORIDA that:**  
46

47       **SECTION 1.** The foregoing recitals are hereby affirmed and ratified.  
48

1           **SECTION 2.** The Village Council hereby accepts and approves the Interlocal  
2 Agreement among Palm Beach County, the Municipalities of Palm Beach County, and the  
3 School District of Palm Beach County and hereby authorizes the Mayor, Councilmembers,  
4 and Village Clerk to execute the Agreement.  
5

6           **SECTION 3.** This Resolution shall become effective immediately upon adoption.  
7

8  
9           **PASSED AND ADOPTED** this 24<sup>th</sup> day of October, 2000  
10

11  
12           **VILLAGE OF WELLINGTON, FLORIDA**

13  
14           Thomas M. Wenham  
15           Thomas M. Wenham, Mayor

16  
17           Albert P. Paglia  
18           Albert P. Paglia, Vice Mayor

19  
20           Dr. Carmine A. Priore  
21           Dr. Carmine A. Priore, Councilmember

22  
23           Mark B. Miles  
24           Mark B. Miles, Councilmember

25  
26           Linda Bolton  
27           Linda Bolton, Councilmember

28  
29           **ATTEST:**

30  
31  
32           BY: Awilda Rodriguez  
33           Awilda Rodriguez, Village Clerk

34  
35  
36           **APPROVED AS TO FORM AND**  
37           **LEGAL SUFFICIENCY**

38  
39  
40           BY: Christine P. Tatum  
41           Village Attorney

9A  
6/14/00

R2000 0808  
JUN - 6 2000

**PALM BEACH COUNTY**

**INTERLOCAL AGREEMENT**

**with**

**MUNICIPALITIES OF PALM BEACH COUNTY**

**and**

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY**

**To Establish**

**PUBLIC SCHOOL CONCURRENCY**

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## EXHIBITS

- EXHIBIT A - Comprehensive Plan Amendment Coordinated Review  
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- EXHIBIT B - Implementing Ordinance Elements**
- EXHIBIT C - Participation Agreement**
- EXHIBIT D - Student Generation Multiplier Table**
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R2000 0808 JUN - 6 2000

**PALM BEACH COUNTY  
INTERLOCAL AGREEMENT**

**with**

**THE MUNICIPALITIES OF PALM BEACH COUNTY**

**and**

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY**

**To Establish**

**PUBLIC SCHOOL CONCURRENCY**

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 DISTRICT OF PALM BEACH COUNTY (hereafter referred to as the "SCHOOL DISTRICT"), operating through the SCHOOL BOARD OF PALM BEACH COUNTY (hereafter referred to as the "SCHOOL BOARD"):

WHEREAS, Section 163.01, Florida Statutes, enables local governments to cooperate with other local governments and public agencies, including school districts, 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 DISTRICT 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 DISTRICT have further determined that it is necessary and appropriate for the entities to cooperate with each other to eliminate the current deficit of permanent student stations, and to provide capacity for projected new growth; and

WHEREAS, the COUNTY, the MUNICIPALITIES, and the SCHOOL DISTRICT recognize that adequate revenue sources must be available to provide for the needed increase in permanent student stations; 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, Sections 235.193 and 235.194, Florida Statutes, require the coordination of planning between school districts 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 235.193, Florida Statutes, requires the general location of educational facilities to be consistent with the COUNTY'S and the MUNICIPALITIES' Comprehensive Plans; and

WHEREAS, Section 235.193, Florida Statutes, requires the SCHOOL DISTRICT 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 DISTRICT; and

WHEREAS, Section 163.3180(13), Florida Statutes, authorizes the COUNTY and the MUNICIPALITIES to adopt a school concurrency program; and

WHEREAS, Section 163.3180(13)(g), Florida Statutes, requires that prior to establishing a school concurrency program, the COUNTY and the MUNICIPALITIES and the SCHOOL BOARD adopt an interlocal agreement (hereafter referred to as the "AGREEMENT") for school concurrency to satisfy Section 163.3180 (12)(g)1, Florida Statutes, which will: establish a process by which they shall agree and base their plans on consistent population projections; coordinate and share information relating to existing and planned public school facilities, projections and proposals for development, and infrastructure required for public school facilities; establish a planning process that encourages the location of public schools proximate to urban residential areas and the

collocation of schools with other public facilities to the extent possible; jointly establish level of service standards for public schools; establish a process for the preparation, amendment and joint approval of a financially feasible public school capital facilities program; define the geographic application of concurrency; establish criteria and standards for the establishment and modification of school concurrency service areas and incorporate the criteria and standards into the COUNTY and MUNICIPALITIES comprehensive plans; establish a uniform district wide procedure for implementing the school concurrency program that provides for the evaluation of development applications for compliance with school concurrency requirements; provide an opportunity for the SCHOOL DISTRICT to review and comment on the effect of comprehensive plan amendments and rezonings on the public school facilities plan; and provide for the monitoring and evaluation of the concurrency program. The AGREEMENT shall also provide procedures for its amendment, suspension, and termination.

WHEREAS, the COUNTY, the MUNICIPALITIES and the SCHOOL DISTRICT pursuant to their various statutory responsibilities and powers, desire to establish joint procedures to establish and implement school concurrency; and

WHEREAS, the COUNTY and MUNICIPALITIES, also known as the LOCAL GOVERNMENTS, are entering into this AGREEMENT in reliance on the SCHOOL BOARD'S commitment to prepare, adopt and implement a financially feasible capital facilities program that will result in all schools of each type in each CSA and each individual school operating at the adopted level of service consistent with the timing specified in the SCHOOL DISTRICT's Five-

Year Capital Facilities Plan, and the SCHOOL BOARD'S further commitment to update and adopt the plan yearly to add enough capacity in the new fifth year to address projected growth and to adjust the plan in order to maintain the adopted level of service and to attain maximum utilization of school capacity pursuant to Section 163.3180 (13)(c)2., Florida Statutes; and

WHEREAS, the SCHOOL DISTRICT operating through the SCHOOL BOARD, is entering into this AGREEMENT in reliance on the COUNTY'S and MUNICIPALITIES' commitment to adopt amendments to their local comprehensive plans to impose school concurrency as provided in Section 163.3180 (13), Florida Statutes; and

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 DISTRICT (hereinafter 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 requirements of 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.

**Concurrency Service Area (CSA)** - The specific geographic unit within a SCHOOL DISTRICT in which school concurrency is applied and measured.

**Concurrency Service Area Level of Service Standards** - The maximum acceptable percentage of school utilization as established in Section V. (C.2.) below determined by dividing the total number of students for all schools of each type in each CSA by the total number of permanent student stations for that type of school in each CSA.

**Core Facilities** -The media center, cafeteria, toilet facilities, and circulation space of an educational plant.

**Development Order** - As defined in Section 163.3164(7), Florida Statutes.

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

**Financially Feasible Facilities Plan** - A plan which demonstrates the ability to finance capital improvements from existing revenue sources and funding mechanisms to correct deficiencies and meet future needs based on achieving and maintaining the adopted Level of Service for each year of the five (5) year planning period for all schools of each type in each CSA and each individual school, and for the long range planning period.

**Florida Inventory of School Houses (FISH)** - The 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. In Palm Beach County, permanent capacity does not include

the use of relocatables unless they meet the standards for long term use pursuant to Section 235.061, Florida Statutes.

**Inter Governmental 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.

**League of Cities - Palm Beach County League of Cities, Inc.** A not-for-profit corporation established to promote and advance the collective interest of municipalities of Palm Beach County, Florida.

**Level of Service (LOS)** - The measure of the utilization, expressed as a percentage, which is the result of comparing the number of students with the satisfactory student stations (FISH capacity) at a given location or within a designated area (i.e., a CSA), e.g., a facility with 1000 students and a FISH capacity of 970, has a LOS of 103%. Also referred to as the utilization of a facility.

**Local Governments** - Palm Beach County and the MUNICIPALITIES.

**Maximum Utilization of Capacity** - Utilization of facilities to ensure the adopted LOS for all schools of each type in each CSA and each individual school is not exceeded.

**Municipalities** - All municipalities in Palm Beach County, except those that are exempt from participating in the school concurrency program, pursuant to Section 163.3180, Florida Statutes.

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

**Proposed New Residential Development** - Any application for residential development or amendment to a previously approved residential development that increases the number of housing units. This shall include any request for any approval of the type that establishes a density of development and which approves a Site Specific Development Order on a specific parcel of property.

**Required Modernizations** - A comprehensive upgrading of schools to 'like new' school standards. This requires a comprehensive evaluation of schools which are 35 years old or older for a determination of the need for rehabilitation, remodeling or replacement of the facility.

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

**School Board** - The governing body of the SCHOOL DISTRICT, a body corporate pursuant to Section 230.21, Florida Statutes.

**School District** - The district for Palm Beach County created and existing pursuant to Section 4, Article IX of the State Constitution.

**School District Five-Year Capital Facilities Plan** - The SCHOOL DISTRICT of Palm Beach County Five-Year Work Plan and Capital Budget as authorized by Section 235.185 Florida Statutes.

**School District of Palm Beach County Six Year Capital Improvement Schedule - A**  
Table of expenditures and revenues detailing how the School District shall achieve and maintain the Level of Service for public school facilities.

**Site Specific Development Order** - A Development Order issued by a Local Government which establishes the density, or maximum density, and which approves a specific plan of development on a lot or lots pursuant to an application by or on behalf of an owner or contract purchaser, or initiated by a Local Government. It may apply to a lot or lots under single ownership or a group of lots under separate ownership. It shall apply to all parcels or lots in their entirety taken together of any subdivision. It includes site specific rezonings, special exceptions, conditional uses, special permits, master plan approvals, site plan approvals, plat approvals, building permits, and any "Development of Regional Impact" as defined in Section 380.06, F.S. It may or may not authorize the actual commencement of development. Two (2) or more Development Orders which individually do not constitute a Site Specific Development Order shall be considered a Site Specific Development Order if when taken together they meet the definition of Site Specific Development Order.

**Type of School** - Schools in the same categories of education, i.e. elementary, middle or high school.

## II. SCHOOL CONCURRENCY OVERVIEW

### A. Agreement to Establish School Concurrency

1. The PARTIES desire to establish a public school concurrency system consistent with the requirements of Section 163.3180, Florida Statutes.
2. The PARTIES agree that the timely delivery of adequate public school facilities at the adopted level of service requires close coordination among the PARTIES at both the land use planning and residential development permitting levels. Further, the PARTIES agree that new school facilities should be planned for and provided in proximity to those areas planned for residential development or redevelopment. Accordingly, to implement an effective school concurrency system that will ensure that the construction and opening of public educational facilities are coordinated in time and place with residential development concurrently with other necessary services, the PARTIES agree that the SCHOOL DISTRICT must be afforded the opportunity to review and provide timely findings and recommendations to the COUNTY and the MUNICIPALITIES on proposed amendments to their respective Comprehensive Plans and on all applications for development orders which will have an impact on school capacity and the SCHOOL DISTRICT's Five-Year Capital Facilities Plan.
3. The PARTIES agree that in order to provide future public school facilities in a timely manner at appropriate locations, residential development orders issued by the COUNTY and by each MUNICIPALITY shall be issued and conditioned upon the availability of public school facilities at the level of service specified in this AGREEMENT concurrent with the impact of such

development. A determination that school capacity is available before issuance of a development order, consistent with the level of service standard, hereafter referred to as "concurrency", shall be based upon the adoption of a Public School Facilities Element into the COUNTY's and MUNICIPALITIES' comprehensive plans that is consistent with the SCHOOL DISTRICT's Five-Year Capital Facilities Plan and which shall be implemented by an implementing ordinance adopted by each local government party consistent with Section V. E. below.

**B. Required Concurrency Elements**

Comprehensive Plan Amendments - Within one year of this agreement becoming effective, the LOCAL GOVERNMENTS agree to adopt the following comprehensive plan amendments which shall be consistent with each other as required in Section 163.3180, Florida Statutes:

1. Amend its comprehensive plan to add a Public Schools Facilities Element (PSFE) consistent with the requirements of Section 163.3180, Florida Statutes, and this AGREEMENT.
2. Amend its Intergovernmental Coordination Element as required by Section 163.3177(6)(h)1. and 2., Florida Statutes, and this AGREEMENT.
3. Incorporate "The SCHOOL DISTRICT of Palm Beach County Six Year Capital Improvement Schedule" which is in the SCHOOL DISTRICT'S Five-Year Capital Facilities Plan into its adopted Capital Improvement Element and update that Schedule consistent with the updated and adopted SCHOOL DISTRICT's Five-Year Capital Facilities Plan in order to set forth

a financially feasible public school capital facilities plan, consistent with the adopted Level of Service Standards for public schools.

**C. Specific Responsibilities of the Parties**

1. When the comprehensive plan amendments adopted in accordance with Section II.B become effective, the COUNTY AND MUNICIPALITIES agree to undertake the following activities:

(a) Unless electing to be bound by the COUNTY implementing ordinance, each MUNICIPALITY shall adopt an implementing ordinance consistent with the time frame in Section V.E.1. and the requirements of the basic framework contained in Exhibit B, the requirements of this AGREEMENT, and the LOCAL GOVERNMENT comprehensive plan.

(b) Once the School Concurrency Program commences, not issue any site specific development orders for new residential units until the SCHOOL DISTRICT has reported that there is school capacity available to serve the development being approved consistent with the requirements of this AGREEMENT.

(c) Coordinate planning with the SCHOOL DISTRICT regarding population projections, school siting, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and amendments to future land use plan elements consistent with the requirements of this AGREEMENT.

2. By entering into this Interlocal AGREEMENT, the SCHOOL DISTRICT agrees to undertake the following activities:

(a) Prepare and update yearly a financially feasible Five-Year Capital Facilities Plan containing enough capacity each year to meet projected growth in demand for student stations so that all schools of each type in each Concurrency Service Area and each individual school does not exceed the adopted level of service for each year, consistent with the requirements of this AGREEMENT.

(b) Institute program and/or boundary adjustments as necessary to maximize utilization of capacity in order to ensure that all schools of each type in each Concurrency Service Area and each individual school operate at the adopted level of service, consistent with the requirements of this AGREEMENT.

(c) Implement the SCHOOL DISTRICT's Five-Year Capital Facilities Plan by constructing the capacity enhancing and modernization projects in that program consistent with the timing specified in the program.

(d) Provide the COUNTY and MUNICIPALITIES with the required data and analysis updated annually to support the comprehensive plan elements and any amendments relating to school concurrency.

(e) Adopt a ten and twenty year work program consistent with the requirements of this AGREEMENT.

(f) Maintain and publish data required in Section VIII for the review of proposed new residential development.

(g) Review applications for proposed new residential developments for compliance with concurrency standards, consistent with the requirements of this AGREEMENT.

(h) Review mitigation proposals consistent with the requirements of this AGREEMENT.

(i) Prepare reports on enrollment and capacity, consistent with the requirements of this AGREEMENT.

(j) Provide secretarial staff support for meeting of the Technical Advisory Group and all other District generated reports established by this AGREEMENT.

(k) Coordinate planning with the COUNTY and MUNICIPALITIES regarding population projections, school siting, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and amendments to future land use plan elements consistent with the requirements of this AGREEMENT.

### **III. CAPITAL IMPROVEMENT PLAN**

#### **A. School District's Five-Year Capital Facilities Plan**

1. On or before September 15 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 DISTRICT'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 DISTRICT Five-Year Capital Facilities Plan shall constitute a financially feasible program of school construction for a five (5) year period which adds sufficient FISH capacity to achieve and maintain the adopted LOS yearly for all schools of each type in each concurrency service area and each individual school based on projected increases in enrollment; which provides for required modernization; and which satisfies the SCHOOL DISTRICT's constitutional obligation to provide a uniform system of free public schools on a county-wide basis.

4. The SCHOOL DISTRICT'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 DISTRICT's Five-Year Capital Facilities Plan which will be built within each CSA consistent with the SCHOOL DISTRICT's current Educational Plant Survey and with the Future Land Use Elements of each MUNICIPALITY's Comprehensive Plan and the COUNTY's Comprehensive Plan.

5. Upon achieving the adopted Level of Service, the SCHOOL DISTRICT shall maintain the adopted Level of Service standards and ensure that school capacity shall be utilized to the maximum extent possible District-wide. When preparing the SCHOOL DISTRICT's Five-Year

Capital Facilities Plan, the SCHOOL DISTRICT shall annually institute necessary program and/or boundary adjustments or provide additional capacity to ensure that all schools of each type in each CSA and each individual school will operate at the adopted level of service (LOS) throughout the Five year period.

6. The SCHOOL DISTRICT'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 CSA and each individual school for each year of the Plan. The SCHOOL DISTRICT shall annually update the CSA Tables and "The SCHOOL DISTRICT of Palm Beach County Six Year Capital Improvement Schedule" when updating the SCHOOL DISTRICT's Five-Year Capital Facilities Plan.

7. The SCHOOL DISTRICT 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. These adjustments shall be consistent with the data and analysis provided in the CSA Tables of the SCHOOL DISTRICT'S Five-Year Capital Facilities Plan.

**B. Ten and Twenty Year Work Program.**

In addition to the adopted SCHOOL DISTRICT's Five-Year Capital Facilities Plan, the SCHOOL DISTRICT shall annually adopt a ten year and a twenty year work plan based upon enrollment projections and facility needs for the ten year and twenty year period. It is recognized

that the projections in the ten and twenty year time frames are tentative and should be used only for general planning purposes.

**C. Transmittal.**

The SCHOOL DISTRICT shall transmit copies of the proposed SCHOOL DISTRICT Five-Year Capital Facilities Plan along with data and analysis necessary to demonstrate the financial feasibility of the Program, to the Technical Advisory Group (TAG), the MUNICIPALITIES and COUNTY on or before May 31 of each year commencing after the effective date of this AGREEMENT.

**D. TAG Review**

1. By June 30 of each year, the Technical Advisory Group (TAG) established in Section VI of this agreement shall review the proposed SCHOOL DISTRICT Five-Year Capital Facilities Program and report to the SCHOOL BOARD, the COUNTY, and the MUNICIPALITIES on whether or not the proposed SCHOOL DISTRICT's Five-Year Capital Facilities Plan maintains the adopted Level of Service by adding enough projects to increase the FISH capacity to eliminate any permanent student station shortfalls; by including required modernization of existing facilities; and by providing permanent student stations for the projected growth in enrollment over each of the five (5) years covered by the Plan.

**E. 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 15th of each year.

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

1. The SCHOOL BOARD shall not amend the SCHOOL DISTRICT Capital Facilities Program so as to modify, delay or delete any project in the first three (3) years of the Program unless the SCHOOL BOARD determines by written findings, with the concurrence of at least five Board members:

(a) That the modification, delay or deletion of a project is required in order to meet the SCHOOL DISTRICT's constitutional obligation to provide a county-wide uniform system of free public schools or other legal obligations imposed by state or federal law; 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 and does not cause the adopted LOS to be exceeded in the CSA from which the originally planned project is modified, delayed or deleted.

**G. Amend Comprehensive Plan**

Once the SCHOOL DISTRICT's Five-Year Capital Facilities Plan, the annual update, or any material amendment has been adopted by the SCHOOL BOARD, the COUNTY and

MUNICIPALITIES shall amend “The SCHOOL DISTRICT of Palm Beach County Six Year Capital Improvement Schedule” of the Capital Improvement Element of their Comprehensive Plans to include the changes in their next round of amendments.

#### **IV. COMPREHENSIVE PLAN AMENDMENTS**

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

1. The SCHOOL DISTRICT shall prepare and the COUNTY and the MUNICIPALITIES shall adopt into the Capital Improvements Element of their comprehensive plan “The SCHOOL DISTRICT of Palm Beach County Six Year Capital Improvement Schedule” of the SCHOOL DISTRICT’s Five-Year Capital Facilities Plan set forth in Section III, in this AGREEMENT.

2. The COUNTY and MUNICIPALITIES, by adopting “The SCHOOL DISTRICT of Palm Beach County Six Year Capital Improvement Schedule” in the Capital Improvements Element of the LOCAL GOVERNMENT’s Comprehensive Plan, shall have no obligation nor responsibility for funding the SCHOOL DISTRICT’s Five-Year Capital Facilities Plan.

3. The procedures for the annual update and amendment of the local government’s public school capital facilities program in its Capital Improvements Element is set forth in Section III of this AGREEMENT.

**B. Process for Development, Adoption and Amendment of the Public School Facilities Element (PSFE).**

1. The COUNTY and MUNICIPALITIES shall adopt a Public School Facilities Element which is consistent with this AGREEMENT and Rule 9J-5.025, F.A.C. The COUNTY and MUNICIPALITIES shall notify TAG when this element is adopted and when the element becomes effective.

2. In the event it becomes necessary to amend the PSFE, prior to transmitting the amendment to the Department of Community Affairs pursuant to Section 163.3184, Florida Statutes, the local government wishing to initiate an amendment shall request review through the Intergovernmental Plan Amendment Review Committee (IPARC) in accordance with the "Comprehensive Plan Amendment Coordinated Review" Interlocal Agreement dated October 1, 1993, attached as Exhibit A to this AGREEMENT. The IPARC Clearinghouse shall be responsible for distributing the amendment to all PARTIES to this AGREEMENT that are participants in the Comprehensive Plan Amendment Coordinated Review Interlocal Agreement for review and comment.

(a) If all local governments agree to the amendment, they shall adopt the amendment in accordance with the statutory procedures for amending comprehensive plans.

(b) If any local government does not agree to the amendment, and the issues cannot be resolved between or among the PARTIES, the issue shall be referred to mediation

in accordance with Section VII of this agreement. In such a case, the PARTIES, agree not to adopt the amendment until the mediation process is completed.

3. Any local issues not specifically required by Statute or Rule in the Public School Facilities Element may be included or modified in the Local Government Public School Facilities Element by following the normal Comprehensive Plan amendment process.

**C. Intergovernmental Coordination Element**

The process for the development, adoption, and amendment of the Intergovernmental Coordination Element shall be that set forth in Section 163.3184, Florida Statutes.

**V. SCHOOL CONCURRENCY PROGRAM**

**A. Commencement of School Concurrency Program**

The School Concurrency Program described in this Article shall commence ninety (90) days after the effective date of the last required LOCAL GOVERNMENT comprehensive plan elements required for school concurrency.

**B. Concurrency Service Areas.**

1. The PARTIES hereby agree that School Concurrency shall be measured and applied on the basis of twenty-one (21) Concurrency Service Areas (CSA's) as described in the Public School Facilities Element.

2. The COUNTY and MUNICIPALITIES agree to incorporate and adopt these CSA's and the standards for the modification of the CSA's as established below into the local government comprehensive plans.

3. Any PARTY may propose a change to the CSA boundaries. Prior to adopting any change, the SCHOOL DISTRICT verify as a result of the change that:

(a) Adopted level of service standards will be achieved and maintained for each year of the five year planning period; and

(b) The utilization of school capacity is maximized to the greatest extent possible taking into account transportation costs, court approved desegregation plans and other relevant factors.

4. The PARTIES shall observe the following process for modifying CSA's.

(a) At such time as the SCHOOL DISTRICT determines that the change is appropriate considering the above standards, they shall transmit the proposed CSA's and data and analysis to support the changes to the MUNICIPALITIES, to the COUNTY and to TAG.

(b) COUNTY, MUNICIPALITIES and TAG shall review the proposed amendment and send their comments to the SCHOOL BOARD within 60 days of receipt.

(c) In the event there is no objection, the local governments shall amend their plans to reflect the changes to the CSA boundaries in their next amendment round.

(d) The change to the CSA boundary shall become effective on the effective date of the last local government plan amendment adopting the change.

C. Level of Service (LOS)

To ensure the capacity of schools is sufficient to support student growth at the adopted level of service for each year of the five year planning period and through the long term planning period, for each CSA, the PARTIES hereby establish the LOS as set forth below. The actual LOS (utilization) for all schools of each type in each CSA and each individual school shall be established each year by the first student count of the second semester.

1. Tiered Levels of Service shall be in force pursuant to the Tiered Level of Service Table in the Public School Facilities Element until August 1, 2004. Individual schools of each type may exceed the Tiered LOS during the period in which Tiered LOS are in effect, provided that the CSA's Tiered LOS is not exceeded. However, each individual school's LOS which exceeds the Tiered LOS, during the time that the Tiered LOS is in effect, shall not exceed the utilization standards for that school type as shown in the Maximum Utilization Table of the Public School Facilities Element. During the time that the Tiered Level of Service Standard is in effect, the SCHOOL DISTRICT shall initiate necessary program and/or boundary adjustments so that the tiered LOS is not exceeded in each CSA.

2. After August 1, 2004, the following level of service (LOS) standards shall be established for all schools of each type within each CSA and each individual school:

(a) 110 percent of capacity (utilization) as determined by the Florida Inventory of School Houses (FISH); or

(b) Up to 120 percent of FISH capacity (utilization/LOS) (test two), for individual schools subject to the results of School Capacity Study (SCS) undertaken by TAG, in consultation with all LOCAL GOVERNMENTS having jurisdiction within the CSA and the SCHOOL DISTRICT, to determine if a particular school can operate in excess of 110% capacity. The SCS shall be required if a school in the first student count of the second semester reaches 108 percent or above of FISH capacity, once the Level of Service in V. B.2. above is achieved.

3. The School Capacity Study (SCS) shall determine if the growth rate within each CSA, causing a particular school to exceed 110 percent of capacity, is temporary or reflects an ongoing trend affecting the LOS for the Five year planning period. At a minimum, the study shall consider:

- (a) Demographics in the school's CSA; and
- (b) Student population trends; and
- (c) Real estate trends, e.g. existing redevelopment and new redevelopment; and
- (d) Teacher/student ratios; and
- (e) Core facility capacity.

If the SCS concludes that the school can operate within the FISH guidelines and not exceed 120% LOS (utilization), then that school shall be considered to be operating within the adopted LOS and the CSA Level of Service shall be amended and the local government comprehensive plans shall be amended in the next round of amendments to reflect this additional capacity.

4. Any PARTY to this AGREEMENT may request a School Capacity Study (SCS) based on the criteria provided in paragraph 3. above.

5. Any PARTY to this AGREEMENT may propose to the TAG a modification of the adopted LOS standard at any time. Following a review and recommendation by TAG and concurrence by at least 51% of the LOCAL GOVERNMENTS to this AGREEMENT and the SCHOOL BOARD, the adopted LOS will be modified by addendum to this AGREEMENT, and each LOCAL GOVERNMENT shall amend its comprehensive plan to reflect this new LOS in the next round of amendments.

**D. Exemptions**

1. Single family lots of record, existing as such at the time School Concurrency implementing ordinance is adopted, shall be exempt from School Concurrency requirements.

2. Any residential development or any other development with a residential component that received final approval of a Site Specific Development Order prior to the commencement date of school concurrency or is exempt from concurrency under a local government's concurrency regulations is considered vested for that component which was previously approved and shall not be considered as proposed new residential development for purposes of school concurrency.

3. Any new Residential Development that has filed a complete application for a site specific development order or any amendment to any previously approved site specific

development order pending prior to the commencement date of the School Concurrency Program shall be exempt from the School Concurrency Requirements.

4. Any amendment to any previously approved residential development which does not increase the density is exempt from school concurrency.

5. Any previously approved residential development or any other previously approved development with a residential component located within any existing 'Transportation Concurrency Exception Area,' as defined in Section 163.3180(5), Florida Statutes, is exempt from school concurrency.

**E. Local Concurrency Implementing Ordinance**

1. Within ninety (90) days after the effective date of the last required LOCAL GOVERNMENT'S adoption of the Comprehensive Plan Elements addressing school concurrency, each local government shall adopt an ordinance regulating the issuance of development orders based on the availability of public schools at the required Level of Service. This ordinance shall be consistent with the components outlined in Exhibit B and with the provisions of this AGREEMENT.

2. The COUNTY shall adopt an ordinance which provides procedures for review of municipal development orders and COUNTY unincorporated development orders.

(a) In the event that any participating MUNICIPALITY does not comply with E.1. above by adopting an ordinance consistent with Exhibit B and this AGREEMENT within ninety (90) days of the effective date of the Comprehensive Plan Elements, that government shall

be deemed to have “opted in” to the COUNTY ordinance in E.2. above and agrees to be bound by the terms and provisions therein until it adopts its own ordinance.

(b) At any time any LOCAL GOVERNMENT may opt out of the COUNTY’s implementing ordinance through implementing its own ordinance consistent with the requirements of Exhibit B.

**F. School District Review of New Residential Development Proposals**

The SCHOOL DISTRICT agrees to review and make school concurrency determinations, for a proposed residential development for which an application for a development order is submitted. The review and determination are a four-part process which: a) accepts the residential development application; b) calculates the development’s projected students; c) compares the development’s students to projected students within the Five-Year Capital Facilities Plan for Level of Service; and c) issues a determination letter. The complete Development Review Process shall be as follows:

1. Intake Application - Requirements for Proposed Residential Development:
  - a) The request for a school concurrency determination for a proposed residential development shall be submitted by either the applicant or the local government, whichever is specified in the local government’s concurrency ordinance.
  - b) The applicant of the proposed development shall provide the following: location, the build out time frame, and the number, type and size of all the residential units anticipated to be occupied each calendar year.

c) The SCHOOL DISTRICT agrees to log in by date and time stamp every completed application and agrees that each application shall be processed in the order they are received.

d) The SCHOOL DISTRICT agrees that it shall review every application and issue its determination to the applicant within fifteen (15) working days of receipt of the application.

e) The SCHOOL DISTRICT may charge the applicant a non-refundable application fee payable to the SCHOOL DISTRICT to meet the cost of review.

2. Calculate Students - Conversion of Proposed Residential Units to Students:

To determine the proposed development's projected students, the proposed development's projected number and type of residential units for each year shall be converted into projected students for all schools of each type within the specific CSA using the SCHOOL DISTRICT's *Student Generation Multiplier* as shown in EXHIBIT D of the this AGREEMENT.

3. Determine Utilization - Analysis of Enrollment to Capacity for Five years:

The SCHOOL DISTRICT shall create a *Development Review Table (DRT)* (shown below) for each CSA, and will use the DRT to compare the projected students from proposed residential developments to the CSA's planned growth, enrollment, capacity and utilization (LOS) over the Five year period. The *Development Review Table* produces a calculation of the Level of Service for each school type in each CSA.

The Figures in the *Development Review Table* are explained below.

**Figures (1), (2) and (3)** are numbers obtained from the *Concurrency Service Area Tables (CSA)* as shown in the School District Five-Year Capital Facilities Plan. The Figures show the CSA's projected 1) enrollment, 2) capacity and 3) utilization.

**Figure (4)** is the projected number of new residential units in each CSA obtained from the annual disaggregation of residential units county-wide, based on historic absorption rates. This is established from the Palm Beach County *Projected Units Table*, as shown in Exhibit E of this AGREEMENT as amended annually.

**Figure (5)** is the number of students expected from projected new units (Fig.4) multiplied by the student generation multiplier based upon a three bedroom, two-bath house. The multiplier used is the SCHOOL DISTRICT's *Student Generation Multiplier Table* - shown in Exhibit D of this AGREEMENT.

**Figure (6)** is a list of the new residential developments in the order that each application is received within the CSA .

**Figure (7)** is a list of the number of annual units expected from each residential development.

**Figure (8)** is the list of projected students from new residential development, calculated by type of unit and by school level found in the SCHOOL DISTRICT's *Student Generation Multiplier Table* shown in Exhibit D of this AGREEMENT.

**Figure (9)** is the total number of students per school type from the proposed residential developments.

Figure (10) is the number of students which is the difference between the total students from new developments (Fig.9) subtracted from the expected projected students from new units (Fig.5). If the number is positive, the level of service (Fig.3) does not change.

Figure (11) is the revised student enrollment by school type determined by the difference in (Fig.10) if it is a negative number, that number of students shall be added to the projected student enrollment (Fig.1).

Figure (12) represents the Level of Service calculated and revised, if needed.

Figure (13) represents the development from adjacent an CSA (if required), recorded in the order that each application is received.

**Insert "Development Review Table" See page 30a Attached**

# Development Review Table Example

For A Single Year

YEAR		PROJECTED STUDENT ENROLLMENT	CAPACITY WITHIN CSA PER 5 YR. PLAN	UTILIZATION LOS	PROJECTED NEW UNITS IN CSA	PROJECTED STUDENTS FROM NEW UNITS	
ELEMENTARY	Existing Proj.	(1) → 2,849	(2) → 3,195	(3) → 89%	(4) → 686	(5) → 117	
	New Development	A				22SF	4
		B				100SF	17
		(6) → C			(7) →	193SF	(8) → 33
		D				200SF	34
		E				65SF	11
		Adjacent CSA					
	(13) → F				90MF	5	
	(11) → New LOS	2,849		(12) → 89%		(9) → 104	
	Remaining Student Availability						(10) → 14
MIDDLE	Existing Proj.	(1) → 1,185	(2) → 1,188	(3) → 100%	(4) → 686	(5) → 82	
	New Development	A				22SF	3
		B				100SF	12
		(6) → C			(7) →	193SF	(8) → 23
		D				200SF	24
		E				65SF	8
		Adjacent CSA					
	(13) → F				90MF	14	
	(11) → New LOS	1,187		(12) → 100%		(9) → 84	
	Remaining Student Availability						(10) → -2
HIGH	Existing Proj.	(1) → 4,034	(2) → 4,150	(3) → 97%	(4) → 686	(5) → 158	
	New Development	A				22SF	5
		B				100SF	23
		(6) → C			(7) →	193SF	(8) → 44
		D				200SF	46
		E				65SF	15
		Adjacent CSA					
	(13) → F				90MF	14	
	(11) → New LOS	4,034		(12) → 97%		(9) → 148	
	Remaining Student Availability						(10) → 10

4. The Three Year Rule

If the level of service is exceeded, and new capacity in the CSA will be in place or under actual construction in the first three years of the School District's Five-Year Capital Facilities Program, the new capacity will be added to the capacity shown in Figure 2 and the level of service will be recalculated.

5. Adjacent CSA Capacity

(a) If the projected student growth from the residential development causes the adopted LOS to be exceeded in the particular CSA and that type of school and capacity exists in one or more contiguous CSA's, the development shall receive a letter of determination of concurrency. In conducting the review, the SCHOOL DISTRICT shall first use the adjacent CSA with the most available capacity to evaluate projected enrollment, and if necessary shall continue to the CSA with the next most available capacity until all adjacent CSAs have been evaluated or the letter of determination of concurrency is issued.

(b) If a proposed new development in a CSA which has been used to provide capacity for a development in an adjacent CSA causes the LOS to be exceeded, the development in the CSA which used the adjacent CSA's capacity will be re-evaluated by using the adjacent CSA with the next highest capacity until capacity has been identified or all adjacent CSAs have been evaluated. If there is capacity in an adjacent CSA, projected enrollment will be moved from the originally used CSA to the adjacent CSA with the next highest available capacity.

(c) Example of Adjacent CSA Use

Concurrency/Service Area (CSA)		
	CSA 18	CSA 17
Most capacity	CSA 19	
No capacity	CSA 20	
2nd most capacity	CSA 21	

(1) The development in CSA 20 was evaluated using the adjacent CSA with the most capacity for high school students (CSA 19).

(2) Later, a new development proposal in CSA 19 is submitted for evaluation and there is not enough high school capacity in CSA 19, or adjacent CSA's 17 and 18.

(3) The previously approved development in CSA 20 will be re-evaluated based on capacity in CSA 21. If the capacity exists in adjacent CSA 21 (2nd highest capacity), the projected enrollment from the previous development in CSA 20 will be moved from CSA 19 and added to CSA 21.

(4) The development in CSA 19 will be re-evaluated based on the new data for that CSA.

6. Issue Letter of Determination of Concurrency

Letter of Determination of Concurrency shall be issued if the impacts of the proposed development's student growth does not cause the adopted Level of Service (or Tiered LOS) to be exceeded, the Letter of Determination of Concurrency shall indicate the development to be in

compliance. If the development is not in compliance, the Letter of Determination of Concurrency shall detail why the development is not in compliance and shall offer the applicant the opportunity to enter into the 90 day negotiation period described below.

7. Mitigation

(a) Mitigation shall be allowed for those residential development proposals that the SCHOOL DISTRICT determines cannot meet adopted level of service standards. The applicant shall be allowed to enter a ninety (90) day negotiation period with the SCHOOL DISTRICT in an effort to mitigate the impact from the development. Prior to the approval of the mitigation plan, the local government shall have the opportunity to review the mitigation options which shall be limited to those the SCHOOL DISTRICT recognizes and assumes the responsibility to operate, with the exception of charter and private schools, and which will maintain the adopted level of service standards for the first Five years from receipt of the school concurrency Determination Letter. Mitigation options must consider the SCHOOL DISTRICT's educational delivery methods and requirements, and the State Requirements for Educational Facilities (S.R.E.F.) and may include:

(1) Donation of buildings for use as a primary or alternative learning facility; and/or

(2) Renovation of existing buildings for use as learning facilities;

or

(3) Construction of permanent student stations or core capacity-;

or

(4) For schools contained in the adopted SCHOOL DISTRICT's Five-Year Capital Facilities Plan only, upon agreement with the SCHOOL BOARD, the developer may build the school in advance of the time set forth in the SCHOOL DISTRICT's Five-Year Capital Facilities Plan. The SCHOOL BOARD shall enter into an agreement to reimburse developer at such time as the school would have been funded in the SCHOOL DISTRICT's Five-Year Capital Facilities Plan; or

(5) Charter School; or

(6) Private School; or

(7) For mitigation measures 1,2,3 and 4 above, the developers shall receive impact fee credit.

(8) Upon conclusion of the 90 day period, a second Letter of Determination of Concurrency shall be issued. If mitigation is agreed to, the new Letter of Determination of Concurrency shall find the development is in compliance and shall be conditioned on those mitigation measures agreed to by the developer and the School Board. The mitigation measures shall be memorialized in an agreement between the School District and the Developer that specifically details mitigation provisions to be paid for by the developer and the relevant terms and conditions. If mitigation is not agreed to, the new Letter of Determination shall detail why any mitigation proposals were rejected and detail why the development is not in compliance.

**G. Term of School Concurrency**

A Letter of Determination for School Concurrency issued by the SCHOOL DISTRICT shall be valid for one year from the date of issuance. Once the Local Government Site Specific Development Order is issued, the concurrency determination shall run with the Development Order.

**H. Suspension of Concurrency**

1. School concurrency shall be suspended in all CSA's upon the occurrence and for the duration of the following conditions:

(a) The SCHOOL DISTRICT gives written notice to the COUNTY and the MUNICIPALITIES of the occurrence of an "Act of God" as provided in this AGREEMENT; or

(b) The SCHOOL BOARD does not adopt an update to its SCHOOL DISTRICT's Five-Year Capital Facilities Plan by September 15th of each year consistent with the requirements of this AGREEMENT; or

(c) The SCHOOL DISTRICT's adopted update to its Capital Facilities Program Plan does not add enough FISH capacity to meet projected growth in demand for permanent student stations at the adopted level of service for all schools of each type for each CSA and each individual school as determined by TAG based on data provided by the SCHOOL DISTRICT; or

(d) The SCHOOL DISTRICT's Five-Year Capital Facilities Plan is determined to be financially infeasible based on an evaluation of all funds available to the SCHOOL DISTRICT for capital improvements as determined by the State Department of Education; or as defined by the issuance of a Notice of Intent to Find an Amendment to a Capital Improvement

Element not in compliance as not being financially feasible, by the Department of Community Affairs pursuant to Section 163.3184, Florida Statutes; or by a court action or final administrative action; or

e) If concurrency is suspended in one-third or more of the CSA's pursuant to G.2. of this Section below.

2. School Concurrency shall be suspended within a particular CSA, upon the occurrence and for the duration for the following conditions:

(a) Where an individual school in a particular CSA is twelve or more months behind the schedule set forth in the SCHOOL DISTRICT's Five-Year Capital Facilities Plan, concurrency will be suspended within that CSA and the adjacent CSA's for that type of school; or

(b) The SCHOOL DISTRICT does not maximize utilization of school capacity by allowing a particular CSA or an individual school to exceed the adopted Level of Service (LOS); or

(c) Where the School Board materially amends the first 3 years of the SCHOOL DISTRICT's Five-Year Capital Facilities Plan in accordance with Section III G., and that amendment causes the Level of Service to be exceeded for that type of school within a CSA, concurrency will be suspended within that CSA and the adjacent CSA's only for that type of school.

3. If the Program Evaluation Report in accordance with Section VI.M., below, recommends that concurrency be suspended because the program is not working as planned, concurrency may be suspended upon the concurrence of 33% of the Parties to this AGREEMENT.

4. Once suspended, for any of the above reasons, concurrency shall be reinstated once TAG determines the condition that caused the suspension has been remedied or the Level of Service for that year for the affected CSA's have been achieved.

## **VI. MONITORING**

### **A. Establishment of the Technical Advisory Group (TAG).**

The PARTIES agree that the SCHOOL DISTRICT's Five-Year Capital Facilities Plan and the ten and twenty year work programs will be monitored by an independent Technical Advisory Group (TAG) to be established by the PARTIES of this AGREEMENT no later than 90 days from the date this AGREEMENT becomes effective.

### **B. Purpose of the TAG.**

The purpose of the TAG is to function as a resource for the SCHOOL BOARD, the COUNTY and the MUNICIPALITIES and to make recommendations including but not limited to the following:

1. The SCHOOL DISTRICT's Five-Year Capital Facilities Plan.
2. Ten and twenty year work programs. It is recognized that the 10 and 20 year work programs are tentative and will be used for general planning purposes.
3. Schools that trigger a School Capacity Study (SCS).
4. CSA boundaries.
5. SCHOOL DISTRICT Management reports.

6. Operation and effectiveness of the concurrency program

**C. Membership of the TAG.**

1. The TAG will consist of five (5) members with relevant special knowledge or experience and shall include the following:

(a) A Certified Public Accountant nominated by the FAU College of Business.

(b) A general contractor nominated by the Local Chapter of the AGC.

(c) A demographer nominated by the FAU College of Geography.

(d) A planner nominated by the Treasure Coast Chapter of the American Planning Association.

(e) A business person representing the for-profit private sector nominated by the Economic Council of Palm Beach County.

2. The parties expect the nominating agencies to make the initial recommendations no later than 30 days from the effective date of this agreement and other nominations no later than 60 days prior to the expiration of the term of membership.

3. Interim vacancies shall be filled as quickly as possible.

4. TAG members shall be automatically approved within 60 days of the nomination unless vetoed by the SCHOOL BOARD, the League of Cities Board of Directors or the Board of COUNTY Commissioners (BCC).

**D. Terms of Membership**

The initial terms of TAG members shall commence 90 days from the effective date of this AGREEMENT and be as follows:

1. Two Year Terms - The CPA and the General Contractor and the business person.

2. Three Year Terms - Demographer, and Planner

Each succeeding appointment shall be for a term of three years. Upon the death, or resignation, of a member, the nominating body will propose a successor for the unexpired term, or a full term, as the case may be, and will be accepted unless vetoed per Section C.2. above.

**E. Election of Chair and Organization Meeting**

1. At the first meeting of the TAG and every year thereafter, on or about the anniversary of the first meeting, the members of TAG shall hold an organizational meeting.

2. At the organizational meeting, the members shall elect a chair and vice-chair who will serve one year terms. There shall be a limit of two consecutive terms the chair and vice-chair may serve.

3. The TAG has the authority to enact their own rules of procedure.

**F. Quorum and voting**

No meeting of TAG shall be called to order, nor may any business be transacted without a quorum consisting of a majority of the members being present. All actions shall require a simple majority of the members then present and voting. In the event of a tie vote, the proposed

motion shall be considered to have failed. No member shall abstain from voting unless there is a conflict of interest pursuant to Florida Statutes.

**G. Meetings open to the public**

All meetings shall be open to the public.

**H. Compensation**

The members of TAG shall receive no compensation for their services.

**I. Staff Support for the TAG**

The PARTIES will direct their staffs to cooperate with the TAG in performance of its duties under this AGREEMENT. Clerical support for meetings of TAG will be provided by the SCHOOL DISTRICT.

**J. Management Reports**

By July 1st each year, the School Superintendent shall submit an annual management report to the SCHOOL BOARD and TAG detailing the status of the SCHOOL DISTRICT's implementation of its adopted Five-Year Capital Facilities Plan. The management report will contain reports on the status of each capacity or modernization project in the SCHOOL DISTRICT's Five-Year Capital Facilities Plan including any related audits and a schedule of the proposed commencement and completion date of all programmed activities. Revisions to projected costs for unbuilt projects and the projected costs compared to actual costs of each constructed project shall also be included.

**K. Enrollment Reports**

The SCHOOL DISTRICT Superintendent shall submit a yearly report on the first student count of the second semester enrollment of all schools of each type in each CSA and each individual school by February 15th.

**L. Monitoring Reports**

The TAG shall review the information submitted by the SCHOOL Superintendent and shall compile and submit a report annually on the following:

1. The accuracy of previous pupil enrollment projections compared with actual enrollment.
2. The accuracy of previous population projections of each CSA compared with actual growth.
3. The accuracy of projected costs of school construction projects compared with actual costs.
4. The accuracy of projected school construction schedules compared with actual performance.

All annual reports of the TAG shall be submitted to the MUNICIPALITIES, the COUNTY and the SCHOOL BOARD by August 1. Any interim TAG report shall be submitted to the parties within five days of completion.

**M. Program Evaluation Report**

1. On or before August 1, 2002, or at the request of any party to this AGREEMENT, TAG shall initiate an evaluation of the effectiveness of the program. This evaluation shall consider but not be limited to the following:

- (a) Number of school concurrency suspensions by school type
- (b) Duration of school concurrency suspensions
- (c) Ability to achieve and maintain the adopted LOS
- (d) Timeliness of parties' response required by this AGREEMENT.
- (e) Operation and effectiveness of the concurrency program.

2. TAG shall issue a report on the findings and recommendations to all PARTIES by November 1, 2002, and every 2 years thereafter, and within 90 days after the request for review by any party to this AGREEMENT. The recommendations shall include, but not be limited to, suspension and changes to the following:

- (a) Joint Planning and Coordination by PARTIES to this AGREEMENT
- (b) LOS Standards
- (c) Interlocal AGREEMENT
- (d) Goals, Objective and Policies
- (e) CSA boundaries
- (f) Implementing Ordinance
- (g) SCHOOL DISTRICT's Five-Year Capital Facilities Plan.

**N. Conflict of Interest**

1. **General.** No TAG member shall have any interest, financial or otherwise, direct or indirect, or engage in any business transaction or professional activities, or incur any obligation of any nature which is in substantial conflict with the proper discharge of duties as a member of the TAG.

2. **Implementation.** To implement this policy and strengthen the faith and confidence of the citizens of Palm Beach County, members of the TAG are directed:

(a) Not to accept any gift, favor, or service that might reasonably tend to improperly influence the discharge of official duties.

(b) To make known by written or oral disclosure, on the record at a TAG meeting, any interest which the member has in any pending matter before the TAG before any deliberation on that matter.

(c) To abstain from using membership on the TAG to secure special privileges or exemptions.

(d) To refrain from engaging in any business or professional activity which might reasonably be expected to require disclosure of confidential information acquired by membership on the TAG not available to members of the general public, and refrain from using such information for personal gain or benefit.

(e) To refrain from accepting employment which might impair independent judgment in the performance of responsibilities as a members of the TAG.

(f) To refrain from transacting any business in an official capacity as a member of the TAG with any business entity of which the member is an officer, director, agent or member, or in which the member owns a controlling interest.

(g) To refrain from participation in any matter in which the member has a personal investment which will create a substantial conflict between private and public interests.

## **VII. 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 DISTRICT and the land use planning authority of the COUNTY and the MUNICIPALITIES. In the case of the negotiation, adoption, and implementation of any provisions of this interlocal agreement or amendment thereto, COUNTY, MUNICIPALITIES and the SCHOOL DISTRICT agree that those 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 provisions of Article IX.C., or submit their disagreement for mediation under the protocols of the Palm Beach County Comprehensive Plan Amendments Coordinated Review Interlocal Agreement of October, 1993, as specified in Article X therein, attached as Exhibit A to this AGREEMENT.

If the mediation process is irretrievably deadlocked after three meetings, the PARTIES will submit their dispute to arbitration. The arbitrator will be selected by the Executive Committee of the Palm Beach County Issues Forum within 15 days after the third mediation meeting, and arbitration will commence within 30 days after the third mediation meeting. The arbitrator's decisions will be binding on the PARTIES, and the costs of arbitration will be borne equally by the PARTIES.

## **VIII. 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, 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 re-development, 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.

### **B. Population Projections**

The SCHOOL DISTRICT shall utilize the COUNTY'S population projections derived from the University of Florida Bureau of Economic and Business Research (BEBR) medium

population projections for permanent resident population, which include municipal and unincorporated areas, as the basis for student population projections.

The COUNTY shall convert the BEBR projections into both existing and new residential units and disaggregate these units throughout incorporated and unincorporated Palm Beach County into each CSA using BEBR's annual estimates by municipality, persons-per-household figures, historic growth rates and development potential considering the adopted Future Land Use maps of all local government Comprehensive Plans. These are shown in Exhibit E of this agreement ("Projected Units Table") which shall be amended annually.

The SCHOOL DISTRICT shall evaluate the disaggregated projections prepared by the COUNTY, considering the population projections contained in each local government Comprehensive Plan, and the State Department of Education Capital Outlay Full Time Equivalent (COFTE) student projections, making modifications as necessary, and utilizing appropriate models and methodologies. The SCHOOL DISTRICT shall develop and apply the *Student Generation Multipliers* as shown in EXHIBIT D of this AGREEMENT for all schools of each type to the projected residential units, considering past trends within specific geographic areas, in order to project school enrollment, consistent with the requirements of Chapter 235, Florida Statutes.

All PARTIES agree to the continued use of this methodology, which has been used by the SCHOOL DISTRICT since 1996, and, based upon its historical accuracy, consider its results to be the best available data.

The SCHOOL DISTRICT, the COUNTY and the MUNICIPALITIES commit to continued efforts to improve this methodology and enhance coordination with the plans of the SCHOOL DISTRICT and local governments. Population and student enrollment projections shall be revised annually to ensure that new residential development and redevelopment information provided by the MUNICIPALITIES and the COUNTY is reflected in the updated projections. The revised projections and the variables utilized in making the projections shall be reviewed by all signatories through the Intergovernmental Plan Amendment Review Committee (IPARC). Projections shall be especially revisited and refined with the results of the 2000 Census.

**C. Local Government Data Collection**

On April 1 and October 1 of each year, local governments shall provide the SCHOOL DISTRICT with the information regarding the Certificates of Occupancy issued for new residential units. 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. School District Data Publication**

The SCHOOL DISTRICT shall publish data concerning school capacity, including the enrollment of each individual school based on the first count of the second semester, the actual capacity of each school at the adopted level of service, the enrollment and capacity for all schools of each type in each concurrency service area. The SCHOOL DISTRICT shall specifically update the data upon meeting the following conditions: no later than fifteen (15) working days after the annual

update of the SCHOOL DISTRICT's Five-Year Capital Facilities Plan; with the first count of the second semester each year; as new capacity becomes operational; when a SCS is approved; or as concurrency determinations are issued.

**E. Multiplier Publication**

Sixty (60) days prior to the implementation of concurrency the SCHOOL DISTRICT shall publish demographic multipliers. These multipliers 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 and will be updated or re-verified by the SCHOOL DISTRICT upon renewal of this agreement.

**F. Proposals for Development, Redevelopment and Infrastructure required to Support Public School Facilities**

On or before January 1 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 of each year the COUNTY and the MUNICIPALITIES shall provide to the SCHOOL DISTRICT a copy of any amendments to their respective five-year road plans, five-year utility plans, and five-year plans for parks, fire protection and public safety and any other plans they have in their possession affecting infrastructure.

**G. School Siting**

1. Unless a local GOVERNMENT has or does enter into a separate Interlocal Agreement relating to school siting, the following provisions shall be followed in school siting decisions. If a separate Interlocal Agreement that addresses school siting is in effect, the provisions of that Agreement shall control and this Section (G) and 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 235 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 90 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 the consideration of the SCHOOL DISTRICT.

4. At least 60 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. This preliminary notice does not constitute the local government's determination of consistency required by Section 235.193(5), Florida Statutes.

5. The SCHOOL DISTRICT shall submit a request for determination that a proposed site for a public educational facility is consistent with the LOCAL GOVERNMENT's comprehensive plan and land development regulations and an application for site plan approval as early in the design stage as feasible, but no later than 90 days prior to the proposed construction commencement date of a new public educational facility or modernization of an existing public educational facility. The SCHOOL DISTRICT application shall include the items required in

paragraph 4, a site plan meeting the requirements of the LOCAL GOVERNMENT's land development regulations to the extent the land development regulations are not in conflict with the state uniform building code or the review criteria in subparagraph (b) below, any other information required for site plan review under the LOCAL GOVERNMENT's land development regulations, and, if in a municipality, a municipal traffic concurrency letter from the County Engineer. The LOCAL GOVERNMENT shall have 90 days to determine in writing after receiving all of the required information from the SCHOOL DISTRICT whether the proposed site and site plan for the public education facility is consistent with the local comprehensive plan and local land development regulations and if the site plan is approved.

(a) If the LOCAL GOVERNMENT informs the SCHOOL DISTRICT that a proposed site is not consistent with the land use categories and policies of the LOCAL GOVERNMENT's comprehensive plan, the SCHOOL DISTRICT shall not proceed to construct any new or expanded public educational facility on the site unless and until the LOCAL GOVERNMENT comprehensive plan is amended to make the proposed facility consistent with the LOCAL GOVERNMENT comprehensive plan. If the site is consistent with the comprehensive plan's future land use policies and categories in which public schools are allowable uses, the LOCAL GOVERNMENT may not deny the development of the site for a public educational facility but may impose reasonable development standards and conditions through the site plan approval process in accordance with Section 235.34(1), Florida Statutes.

(b) The LOCAL GOVERNMENT may not deny the site plan based on the adequacy of the site plan as it relates solely to the needs of the educational facility. The LOCAL GOVERNMENT's review may consider the site plan and its adequacy as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property. Standards and conditions may not be imposed which conflict with those established in Chapter 235, Florida Statutes, or the State Uniform Building Code, unless mutually agreed by the SCHOOL DISTRICT and the LOCAL GOVERNMENT. The parties agree that the following criteria shall be applied in evaluating the site plan:

(1) The proposed site and education facilities shall, at a minimum, meet the State Requirements for Educational Facilities (SREF), plus a ten percent (10%) capacity flexibility allowance in conformance with the SCHOOL DISTRICT's adopted level of service.

(2) The site plan shall demonstrate that there are no adverse impacts on sites listed in the national Register of Historic Places or otherwise designated in accordance with appropriate State guidelines as locally significant historic or archaeological resources.

(3) The site plan shall provide sufficient space to meet on-site parking and on-site traffic circulation requirements to satisfy current and projected site generated vehicular demand.

(4) There shall be adequate setbacks, buffering and design controls to eliminate or decrease any negative externalities, such as noise, from affecting neighboring developments in accordance with SREF standards, at a minimum. Outdoor recreational facilities,

including stadiums and similar support facilities shall be located and buffered on the proposed site to minimize impacts on the adjacent properties.

(5) The location of the proposed site shall comply with all provisions of Florida Statutes, as they relate to the siting of public education facilities.

(6) The following access standards shall apply to the proposed sites of the specific school types to ensure they are consistent with the LOCAL GOVERNMENT's comprehensive plan:

(i) For elementary schools, special education facilities, and alternative education facilities, proposed school sites shall have direct access to at least a minor collector road or as otherwise approved by the LOCAL GOVERNMENT after determination of acceptable traffic impacts.

(ii) For middle schools, the proposed site shall have direct access to at least a minor collector road or as otherwise approved by the LOCAL GOVERNMENT after determination of acceptable traffic impacts.

(iii) For high schools, the proposed location shall have direct access to at least a major collector road, or as otherwise approved by the LOCAL GOVERNMENT after determination of acceptable traffic impacts.

(c) Any facility not used exclusively for educational purposes and any non-educational uses are subject to the LOCAL GOVERNMENT's land development regulations and such facility or use shall not occur unless approved pursuant to those regulations.

(d) 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.

**H. School District Review Of Future Land Use Element Plan Amendments.**

1. Each LOCAL GOVERNMENT that is not a participant in the Comprehensive Plan Amendment Coordinated Review Interlocal Agreement dated, October 1993, agrees to submit to the SCHOOL DISTRICT at least 30 days prior to its transmittal hearing an executive summary of any amendment to the Future Land Use Element that modifies or adds any residential designation along with a copy of the plan amendment and supporting material and the date, time, and place of the transmittal hearing. Each LOCAL GOVERNMENT that is a participant in the 'Comprehensive Plan Amendment Coordinated Review Interlocal Agreement' shall follow the procedures of that AGREEMENT.

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

3. Within 20 days of receipt, the SCHOOL DISTRICT, shall submit to the COUNTY or affected MUNICIPALITY a written report 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 without overcrowding such facilities beyond the adopted Level of Service.

4. The COUNTY or MUNICIPALITY shall consider the report and recommendations of the SCHOOL DISTRICT at its transmittal hearing, and if the COUNTY or MUNICIPALITY decides to transmit the proposed plan amendment to the Department of Community Affairs, the COUNTY or MUNICIPALITY shall include the written report and recommendations of the SCHOOL DISTRICT in its transmittal package.

5. In considering whether to adopt any Comprehensive Plan Amendment providing for residential development, the COUNTY and the MUNICIPALITIES agree to consider the factors set forth in the written report of the SCHOOL DISTRICT.

6. The COUNTY and the MUNICIPALITIES agree to abide by the procedures set forth in subparagraphs 1 through 5 above, in considering any proposed amendments to the Future Land Use Element of their respective plans.

## IX. SPECIAL PROVISIONS

### A. SCHOOL DISTRICT Requirements.

The PARTIES acknowledge and agree that the SCHOOL DISTRICT 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 COUNTY, the MUNICIPALITIES and the SCHOOL DISTRICT agree that this AGREEMENT is not intended, and will not be construed, to interfere with, hinder, or obstruct in any manner, the SCHOOL DISTRICT's constitutional and statutory obligation to provide a uniform system of free public schools on a 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 DISTRICT 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 DISTRICT's constitutional or statutory obligation. The COUNTY and the MUNICIPALITIES also acknowledge that the SCHOOL DISTRICT's obligations under this AGREEMENT may be superseded by state or federal court orders or other state or federal legal mandates.

**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 DISTRICT 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.

**X. ACTS OF GOD AND OTHER EXIGENT, CIRCUMSTANCES BEYOND THE CONTROL OF THE SCHOOL BOARD**

The COUNTY and the MUNICIPALITIES acknowledge that the SCHOOL DISTRICT, 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 DISTRICT'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 DISTRICT from complying with the provisions of this AGREEMENT and may require the SCHOOL DISTRICT 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 DISTRICT. 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 suspension will pertain to those occurrences.

## **XI. 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 DISTRICT for the failure of any party to perform in accordance with the provisions of this AGREEMENT except as may be provided by law.

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

### **A. Amending the AGREEMENT**

This AGREEMENT may be amended only by written agreement of 51% of the PARTIES.

### **B. Withdrawal from AGREEMENT**

Any PARTY that is no longer required by law to be a party to this AGREEMENT may withdraw from the AGREEMENT by sending written notice to the other PARTIES to the AGREEMENT and the Department of Community Affairs (or its successor agency) at least sixty (60) days prior to the effective date of the withdrawal.

**C. Additional Participants**

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

**D. Termination of AGREEMENT**

This AGREEMENT may be terminated by 75% of the PARTIES filing a written notice of termination with the other PARTIES within any ninety (90) day period. The AGREEMENT shall immediately be terminated upon the filing of the written notice by the last required party.

**XIII. TERM OF THE AGREEMENT**

This AGREEMENT shall be for a term of (5) years and will automatically be renewed for an additional five (5) year term as long as no required PARTY objects in writing to the renewal. Any objection, by any PARTY to this AGREEMENT, to the renewal must be sent to the other PARTIES no sooner than 90 days prior to the end of the term.

**XIV. INDEMNIFICATION OF PARTIES**

**A. Hold Harmless**

The SCHOOL DISTRICT 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

DISTRICT that are totally within the purview of the SCHOOL DISTRICT or are the responsibility of the SCHOOL DISTRICT under this AGREEMENT. Acts or decisions of the SCHOOL DISTRICT include, but are not limited to, items relating to school attendance boundaries, providing adequate capacity for new students in the SCHOOL DISTRICT's Five-Year Capital Facilities Plan, constructing and modernizing schools consistent with the adopted SCHOOL DISTRICT'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 agrees 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.

**XV. 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.

**XVI. EFFECTIVE DATE OF AGREEMENT**

**A. Effective Immediately**

Upon this AGREEMENT being signed by the last required PARTY, 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.

**B. Nullification of AGREEMENT**

If this AGREEMENT is not signed by all required PARTIES by July 1, 2001, this AGREEMENT shall be null and void and all PARTIES that sign this agreement are released from any obligation imposed by the AGREEMENT.

IN WITNESS WHEREOF, the undersigned PARTIES have executed this Interlocal AGREEMENT on the day and year indicated.

ATTEST:

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

Dorothy H. Wilken, Clerk  
Board of County Commissioners

By Judith Costello  
Deputy Clerk



By: Maude Ford Lee

Commissioner Maude Ford Lee, Chair

R2000 0808

Date: JUN - 6 2000

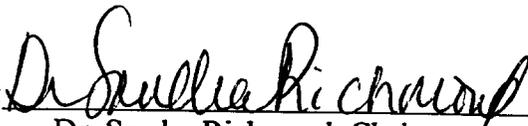
Approved as to Form and  
Legal Sufficiency

Barbara Altman  
County Attorney

ATTEST:

SCHOOL BOARD OF PALM BEACH COUNTY

By: 

By:   
Dr. Sandra Richmond, Chairman

Approved as to Form and

Date: 6/14/00

Legal Sufficiency

  
Attorney for School Board

MUNICIPALITIES

ATTEST:

VILLAGE OF WELLINGTON

By: *Arilda Rodriguez*  
Village Clerk

By: *Thomas M. Wenham*  
Carmin Priore, Mayor  
Thomas Wenham, Mayor

DATE: *October 24, 2000*

ATTEST:

CITY OF WEST PALM BEACH

By: *Therese du Fouchet*  
City Clerk

By: *Joel Daves*  
Joel Daves, Mayor

DATE: *September 29, 2000*

CITY ATTORNEY'S OFFICE  
Approved as to form  
and legal sufficiency

By: *[Signature]*  
Date: *9/19/00*