

AMENDED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING FOR THE COUNTY OF SARASOTA, FLORIDA

(as amended 2008)

This agreement is entered into between the Sarasota County Commission (hereinafter referred to as “County”), all the legislative bodies of the municipalities including the Town of Longboat Key, the City of North Port, the City of Sarasota, and the City of Venice (hereinafter referred to as “Cities”), and the School Board of Sarasota County (hereinafter referred to as “School Board”).

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

WHEREAS, the County, Cities, and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: (1) better coordination of new schools in time and place with land development; (2) greater efficiency for the School Board and local governments by the placement of schools to take advantage of existing and planned roads, water, sewer, parks, and drainage systems; (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments; (4) the location and design of schools so that they serve as community focal points; (5) the location and design of schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities; (6) the location of new schools and the expansion and rehabilitation of existing schools so as to reduce pressures contributing to urban sprawl and support existing neighborhoods; and, (7) the coordination on a multi-jurisdictional basis as to the location of new schools, and closure of existing schools, so as to effectively serve municipalities that may not have a school located within their jurisdictions; and

WHEREAS, Section 1013.33(10), Florida Statutes, requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and

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

WHEREAS, Sections 163.3177(6)(h)2, Florida Statutes, further requires each county, all the municipalities within that county, and the School Board to establish by interlocal or other

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formal agreement executed by all affected entities, the joint processes described above consistent with their adopted intergovernmental coordination element; and

WHEREAS, the 2005 Florida Legislature adopted Chapter 2005-98, Laws of Florida (sometimes referred to herein as “Senate Bill 360”) which, in relevant part, required that all school interlocal agreements be updated to reflect a new statutory mandate to implement school concurrency; and

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

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

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

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

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

WHEREAS, in May 2003, the Interlocal Agreement for Public School Facility Planning was approved by the School Board of Sarasota County, Sarasota County, the Town of Longboat Key, and the Cities of North Port, Sarasota, and Venice. In July 2003, the Florida Department of Community Affairs determined that the Interlocal Agreement was consistent with Florida Statutes. This Interlocal Agreement has been in effect as of July 18, 2003, pursuant to the effective dates contained within the Interlocal Agreement, and is now being amended to comply with the requirements of Chapter 2005-98, Laws of Florida, which in relevant part, required that all school interlocal agreements be updated to implement school concurrency; and

WHEREAS, the parties are authorized to enter into this interlocal agreement pursuant to Section 163.01, Section 163.3177(6)(h)2, Section 163.3180(13)(g), Section 1013.33, and Section 163.31777, F. S.

NOW THEREFORE, be it mutually agreed between the School Board, the Board of County Commissioners of Sarasota County, and the legislative bodies of Longboat Key, North Port, Sarasota, and Venice that the following procedures will be utilized to better coordinate public school facilities planning and land use planning:

Section 1. Joint Meetings

- 1.1 A staff working group from the County, School Board, and Cities will meet on an as needed basis, but at a minimum of twice per year, and discuss issues regarding coordination of land use and school facility planning, including such issues as population and student enrollment projections, development trends, school sitings, school needs, the implementation of school concurrency, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. The School Board staff will be responsible for making meeting arrangements, developing the agenda based on input from the County's administrator, Cities' managers or their designees, and providing notification pursuant to Section 15.
- 1.2 The legislative bodies of the County, the Cities, and the School Board will meet in January of every year in joint workshop or meeting sessions. The joint workshop sessions will be opportunities for the County, the Cities, and the School Board to set direction, discuss issues and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, in-county migration, development trends, school needs, off-site improvements, school concurrency, and joint use opportunities. The School Board will be responsible for making meeting arrangements, developing the agenda with input from the County's administrator and from the Cities' managers, and providing notification pursuant to Section 15.

Section 2. Student Enrollment and Population Projections

- 2.1 In fulfillment of their respective planning duties, the County, Cities and the School Board staff agree to coordinate their plans upon the consistent projections of the amount, type and distribution of population growth and student enrollment. Five-year population and student enrollment projections shall be revised annually to ensure that new residential development and redevelopment information provided by the Cities and County pursuant to Section 3.3 are reflected in the updated projections. Projections for 10 and 20 years will be produced as part of the State-mandated Evaluation and Appraisal Report (EAR) preparation, and as needed.
- 2.2 The School Board staff shall utilize the Department of Education (DOE) five-year county-wide student enrollment projections. The School Board staff may make a request to the DOE to adjust its projections to reflect actual enrollment and development trends not anticipated in the DOE projections using the COHORT Projection Waiver available on the DOE website. In formulating such a request, the School Board staff will coordinate with the Cities and County regarding future population projections and growth.
- 2.3 The County and the Cities will use information on County growth and development trends for unincorporated and municipal areas, such as Census information on population and housing characteristics, persons-per-household figures, historic and projected growth

rates, and the information described in Section 3.3, to project residential units by type and projected price for 5 years and allocate these units into planning areas. The planning areas will be established by mutual consent of the School Board and local government staffs and shall be included in the Data and Analysis for the Public School Facilities Element. The allocation of residential units by type, projected price, and planning area will be provided to the School Board annually.

- 2.4 The School Board staff will evaluate the planning area projections prepared by the County and Cities. The School Board staff, working with the County staff and Cities staffs, will develop and apply student generation multipliers for residential units by type and projected price for schools of each type, considering past trends in student enrollment within a specific planning area in order to project school enrollment. The student generation rates shall be updated at least every 2 years. The school enrollment projections will be included in the Five-Year Capital Facilities Plan provided to the County and Cities each year as specified in subsection 3.1 of this agreement.
- 2.5 *Population Projections:* Coordination regarding the update of the County's and Cities' population projections, their allocation into planning areas, and conversion into projected student enrollment will occur on an annual basis at a staff working group meeting to be held by April 1 of each year. These projections will include consideration of information regarding charter, private, and parochial schools, and home school students. The revised projections and the variables utilized in making the projections will be reviewed prior to the staff working group meeting and discussed by all parties at the staff working group meeting.

Section 3. Coordinating and Sharing of Information

- 3.1 *Five-Year Capital Facilities Plan:* By August 1 of each year, the School Board shall submit to the County and each City the most current tentative five-year capital facilities plan, with a final copy of the plan to be shared after School Board adoption, no later than December 31 of each year. The plan will contain information in tabular, graphic, and textual formats detailing existing and projected school enrollment, existing educational facilities, their locations, the number of portables in use at each school, and projected needs—, including planned facilities with funding over the next 5 years, and the educational facilities representing the district's unmet need. The plan will provide data for each individual school concerning school capacity, based on Department of Education criteria and Section 4.2(a) and (d) below, and enrollment of each individual school based on actual counts. The plan will show the generalized locations in which new schools will be needed and planned renovations, expansions and closures of existing schools for the next 10 and 20 years. The plan will indicate properties the School Board has already acquired through developer donation, or properties that a developer is obliged to provide to the School Board at the School Board's discretion, or properties acquired through other means that are potential school sites. The School Board's officially adopted educational facilities plan will be forwarded to all parties as appropriate.

CALENDAR OF KEY ANNUAL DEADLINES

January	Joint Workshop or Meeting Session of Legislative Bodies
April 1	Staff working group meeting regarding enrollment projections and any proposed amendments to the school-related comprehensive plan provisions
May 1	Cities' and County's Growth Reports to School Board
August 1	School Board provides Tentative Educational Facilities Plan to County and Cities for review
October 1	Cities and County provide School Board with comments, if any, on Tentative Educational Facilities Plan
December 1	Update of Five-Year Capital Facilities Plan adopted into Cities' and County's comprehensive plans
December 31	School Board's adoption of Five-Year Capital Facilities Plan and provision of a copy of the adopted plan to the County and Cities

3.2 *Public School Facilities Element:*

- (a) *Initial comprehensive plan amendments related to the Public Schools Facilities Element to satisfy Senate Bill 360 requirements:* The amendments to the Public School Facilities Element and related amendments to the Capital Improvements Element and the Intergovernmental Coordination Element in the County's and Cities' comprehensive plans ("school-related element amendments" or "school-related element provisions") required to satisfy Senate Bill 360 are being adopted into the comprehensive plans of the County and Cities subsequent to the execution of this amended interlocal agreement by the County and Cities. Some provisions relevant to public schools may remain in the Future Land Use Element or other elements as may be appropriate.
- (b) *Subsequent school-related element amendments:* Thereafter, the revised comprehensive plans and the School Board's educational facilities plan shall be reviewed by the County and Cities each year, at a staff working group meeting to be held no later than April 1, to determine whether revisions to the comprehensive plans are required. At a minimum, the School Board's Five-Year Capital Facilities Plan shall be updated annually by the addition of a new fifth year as provided in Section 4.3. Any other amendments to the comprehensive plans shall be transmitted to allow their adoption concurrently with the update to the School Board's Five-Year Capital Facilities Plan, when feasible.
- (c) *School Board review of school-related element amendments:* All school-related element amendments shall be provided to the School Board at least 60 days prior to transmittal (or adoption if no transmittal is required). The School Board staff shall review the school-related element amendments and provide comments, if any, to the relevant local government either (i) in writing at least 1 week prior to the local planning agency meeting on the school-related element amendment, or (ii) by attending and providing comments at the local planning agency meeting.

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

3.3 *Growth and Development Trends:* No later than May 1 of each year, the County and Cities will provide the School Board with information regarding the type, number, projected price and location of residential units which have received zoning approval, site plan approval, a building permit, or a Certificate of Occupancy and a draft Capital Improvement Plan (CIP), with the final version of the CIP to be submitted by each local government to the School Board after official adoption no later than December 31 of each year. Information regarding the conversion or redevelopment of housing or other structures into residential units that are likely to generate new students will also be provided. Local governments will also identify any development orders issued which contain a requirement for the provision of a school site as a condition of development approval. The actual students generated from new residential units will be used in the data and analysis for the annual update of the School Board's Five-year Capital Facilities Plan. If at all possible, data required to be submitted in this section should be sent in a format that can be loaded into the Geographic Information Systems (GIS) database maintained by the County.

Section 4. Implementation of School Concurrency

- 4.1 This section establishes the mechanisms for coordinating the development, adoption, and amendment of Sarasota County School Board's Five-Year Capital Facilities Plan, as well as the public school facilities, the intergovernmental coordination and the capital improvements elements of the County and Cities' comprehensive plans, in order to implement a uniform districtwide school concurrency system as required by law.
- 4.2 The School Board, County, and Cities agree to the following principles for school concurrency in Sarasota County:
- (a) *Capacity:* The uniform methodology for determining if a particular school is overcapacity shall be determined by the School Board and adopted into the County's and Cities' comprehensive plans. The School Board hereby selects permanent program capacity as the uniform methodology to determine the capacity of each school. Relocatables are not considered permanent capacity. For special purpose schools, the methodology to determine capacity shall be total program capacity, including relocatables.

The School Board staff will determine whether adequate school capacity exists for a proposed development, based on the level of service standards, concurrency service areas, and other standards set forth in this agreement, as follows:

1. Calculate total school facilities by adding the capacity provided by existing school facilities to the capacity of any planned school facilities within the first three years of the Five-Year Capital Facilities Plan.
2. Calculate available school capacity by subtracting from the total school facilities the sum of:
 - a. Used capacity (enrollment);
 - b. The portion of reserved capacity (received certificate of concurrency) projected to be developed within three years;
 - c. The portion of previously approved development (vested from concurrency) projected to be developed within three years; and
 - d. The demand on schools created by the proposed development.

In evaluating a final subdivision or site plan for concurrency, any relevant programmed improvements in the current year, or years 2 or 3 of the Five-Year Capital Facilities Plan shall be considered available capacity for the project and factored into the level of service analysis. Any relevant programmed improvements in years 4 or 5 of the Five-Year Capital Facilities Plan shall not be considered available capacity for the project unless funding to accelerate the improvement is assured through the School Board, through proportionate share mitigation or some other means of assuring adequate capacity will be available within 3 years. The School Board may use relocatable classrooms to provide

temporary capacity while funded schools or school expansions are being constructed.

- (b) *Level of Service Standards:* School concurrency shall be applied on a less than district-wide basis to concurrency service areas as described in subsection (c), except that school concurrency shall be applied on a district-wide basis for special purpose schools. Special purpose schools draw students from the entire district, rather than a sub-district student attendance zone. The uniform, district-wide level-of service standards are set as follows, and shall be adopted in the County’s and Cities’ public school facilities elements and capital improvements elements:

DISTRICT-WIDE	
TYPE OF SCHOOL	ADOPTED LEVEL OF SERVICE
Special Purpose	100% of total program capacity (including relocatables)

BY STUDENT ATTENDANCE ZONE	
TYPE OF SCHOOL	ADOPTED LEVEL OF SERVICE
Elementary Schools	Initial: 115% of permanent program capacity
	By 2012: elementary schools, with the exception of backlogged facilities, will achieve a level of service standard of 105% of permanent program capacity
	By 2017: all elementary schools, including backlogged facilities, will achieve a level of service standard of 105% of permanent program capacity.
Middle Schools	Initial: 100% of permanent program capacity
	By 2012: middle schools, with the exception of backlogged facilities, will achieve a level of service standard of 100% of permanent program capacity
	By 2017: all middle schools, including backlogged facilities, will achieve a level of service standard of 100% of permanent program capacity.
High Schools	Initial: 105% of permanent program capacity
	By 2012: high schools, will achieve a level of service standard of 100% of permanent program capacity

The adopted Public School Facilities Element will designate concurrency service areas for backlogged facilities and shall establish interim level of service standards for these facilities. Within these designated areas, the interim standards for backlogged facilities will be improved to the adopted level of service standards within the ten-year period (by 2017) covered by the long term concurrency management program and Ten-Year Capital Facilities Plan.

Potential amendments to the level of service standards shall be considered at least annually at the staff working group meeting to take place no later than April 1 of each year. If there is a consensus to amend any level of service standard, it shall be accomplished by the execution of an amendment to this interlocal agreement by all parties and the adoption of amendments to the County's and each City's comprehensive plan. The amended level of service standard shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed.

No level of service standard shall be amended without a showing that the amended level of service standard is financially feasible, supported by adequate data and analysis, and can be achieved and maintained over the five years of the Five-Year Capital Facilities Plan. After the first five years of the Five-Year Capital Facilities Plan, level of service standards shall be maintained within each year of subsequent Five-Year Capital Facilities Plans. For backlogged facilities, level of service standards will be achieved within the initial period covered by the Ten-Year Capital Facilities Plan.

After the initial adoption of the Public School Facilities Element designating concurrency service areas for backlogged facilities, a plan amendment will be required to add any school facility to the listing of backlogged facilities. Backlogged facilities may be removed from the listing and shall no longer be considered backlogged when capacity improvements sufficient to achieve the adopted level of service standards are added to the financially feasible Five-Year Capital Facilities Plan. These previously designated backlogged facilities shall thereafter meet the adopted level of service standards for that school type as established herein.

- (c) *Concurrency Service Areas:* The concurrency service area shall be coterminous with the student attendance zone for elementary, middle and high schools, and the entire school district for special purpose schools. Concurrency service area boundaries shall be identified in the data and analysis of the Public School Facilities Element in support of the County's and Cities' comprehensive plans. Concurrency service areas shall maximize capacity utilization, taking into account transportation costs, limiting maximum student travel times, the effect of court-approved desegregation plans, achieving socio-economic, racial, cultural, and diversity objectives, and other relevant factors as defined herein and as determined by the School Board's policy on maximization of capacity. The types

of adjustments to school operations that will be considered in the County shall be determined by the School Board's policies on maximization of capacity.

Potential amendments to the concurrency service areas, other than periodic adjustments to student attendance zones, to redefine the concurrency service area as a different type of zone or area shall be considered annually at the staff working group meeting to take place each year no later than April 1 and shall take into account the issue of maximization of capacity. Other considerations for amending the concurrency service areas may include safe access (including factors such as the presence of sidewalks, bicycle paths, turn lanes and signalization, and general walkability), diversity, and geographic or manmade constraints to travel. If there is a consensus to change the concurrency service area to a different type of zone or area, it shall be accomplished by the execution of an amendment to this interlocal agreement. The changed concurrency service area shall not be effective until the necessary amendments to the County and Cities' comprehensive plans are adopted. Proposed adjustments to the concurrency service areas (other than periodic adjustments to student attendance zones) shall be presented to the staff working group for approval and incorporated as updated data and analysis in support of the County's and Cities' comprehensive plans. No concurrency service area shall be amended or redefined without a showing that the amended or redefined concurrency service area boundaries are financially feasible and can be achieved and maintained over the five years of the Five-Year Capital Facilities Plan (or ten years of the Ten-Year Capital Facilities Plan, if one is adopted).

- (d) *Student Generation Multipliers:* The School Board staff, working with the County staff and Cities' staffs, will develop and apply student generation multipliers for residential units by type and projected price for schools of each type, considering past trends in student enrollment in order to project school enrollment. The student generation rates shall be determined by the School Board in accordance with professionally accepted methodologies, shall be updated at least every 2 years, and shall be adopted into the Five-Year Capital Facilities Plan. The school enrollment projections will be included in the tentative five-year capital facilities plan provided to the County and Cities each year as specified in subsection 3.1 of this amended interlocal agreement.
- (e) *Development Review:* The County and Cities shall amend the concurrency management systems in their land development regulations to require that all new residential units be reviewed at the time of final plat, subdivision, or site plan (or functional equivalent), for school concurrency, using the coordination processes specified in Section 7 below; School concurrency will be effective for the residential component of every application for final plat, subdivision, or site plan or functional equivalent that is deemed to be accepted by the respective local government on or after October 1, 2008. This deadline shall not be construed as limiting the authority of any jurisdiction to consider the availability of school facilities at any time in any other development order, such as a rezoning. The

County or any City may choose to provide an informational assessment of school concurrency at the time of preliminary plat or subdivision, but the test of concurrency as required herein shall be at final subdivision or site plan. The School Board will consider applications in the order that it is notified they are deemed accepted, and report its determination to the local government. The School Board will treat any school capacity it deems to be available for a particular development as being encumbered for 365 days from the date of its determination, or until the application is deemed denied or expired by the local government, whichever is first. The assessment of available capacity by the School Board shall consider maximization of capacity and shifting of impacts as further detailed in Section 7.2 below. The County and Cities shall not deny a final subdivision or site plan (or functional equivalent) for the failure to achieve and maintain the adopted level of service for public school capacity where:

- (i) adequate school facilities will be in place or under actual construction within 3 years after the issuance of the final subdivision or site plan (or functional equivalent) within the Concurrency Service Area, or within a contiguous Concurrency Service Area and the impacts of the development can be shifted to the contiguous area without disruption of educational programs or conflict with School Board policy on the students' travel time to school; or
- (ii) the developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat, subdivision or site plan (or functional equivalent) as provided in Section 4.2(f) below.

Upon approval of a final site plan for residential development, not requiring a plat, or the functional equivalent by the respective local government, encumbered school capacity necessary for the approved development will be deemed as reserved capacity. A finding of available public school capacity shall be valid for a period not to exceed two years from final site plan approval. For a finding of available public school capacity to remain valid for a period longer than two years from final site plan approval, building permit(s) for residential development on the approved final site plan must have been issued prior to the expiration date of final site plan approval and the building permits must remain valid. The expiration of an approved site plan shall require a new review of public school capacity. Platted single and two-family lots shall retain their reserved capacity for the duration of the plat.

However, this amended Interlocal Agreement shall not be construed to limit the authority of any City or the County to deny the final plat, subdivision, or site plan (or functional equivalent), for reasons other than failure to achieve and maintain the adopted level of service for public school capacity. The County and Cities, in consultation with the School Board, shall also amend their concurrency

management systems in their land development regulations to address public school facilities, so that the annual facility monitoring reports provided to their governing bodies shall cover schools as well as the other concurrency facilities by October 1, 2008.

(f) *Proportionate Share Mitigation:* The School Board shall establish within the Five-Year Capital Facilities Plan the following standards for the application of proportionate share mitigation:

1. *Student Generation Multipliers* for single family, multi-family, and mobile home housing types for elementary, middle, and high schools. Student Generation Multipliers shall be based upon the best available district-specific data and derived by a professionally acceptable methodology; and

2. *Cost per Student Station estimates* for elementary, middle, high schools, and special purpose schools. Such estimates shall include all costs to provide instructional and core capacity including land, design, buildings, equipment and furniture, and site improvements. The cost of ancillary facilities that generally support the school district and the capital costs associated with the transportation of students shall not be included in the Cost per Student Station estimate used for proportionate share mitigation.

School Board policy shall establish a process by which the above factors are reviewed annually and certified for application for proportionate share mitigation purposes during the period that the Five-Year Capital Facilities Plan is in effect.

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

Options for providing proportionate share mitigation for any approval of additional residential dwelling units that triggers a failure of level of service for public school capacity will be specified in the County's and Cities' public school facilities elements. Options shall include the following: (i) contribution of or payment for acquisition of new or expanded school sites; (ii) construction or expansion of, or payment for, permanent school district facilities; (iii) mitigation banking within designated areas based on the construction of a public school facility in exchange for the right to sell capacity credits. Capacity credits shall

only be sold to developments within the same concurrency service area or a contiguous concurrency service area; and, (iv) Educational Facilities Benefit Districts. Mitigation shall be directed to projects on the School Board's Five-Year Capital Facilities Plan that the School Board agrees will satisfy the demand created by that development approval.

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

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

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

The full cost of proportionate share mitigation shall be required from the proposed development.

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

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

- 4.3 The School Board, County, and Cities shall use the processes and information sharing mechanisms outlined in this amended interlocal agreement to ensure that the uniform district-wide school concurrency system is updated, the School Board's Five-Year Capital Facilities Plan remains financially feasible, and any desired modifications are made. Updated Five-Year Capital Facilities Plans will be adopted into the County's and Cities' capital improvement elements no later than December 1 of each year.

Section 5. School Site Analysis

- 5.1 The staff working group (as identified in Section 1.1) will establish an informal site analysis committee to review potential sites for new schools and to review proposals for renovation, expansion and closure of existing schools, and other school facilities. The site analysis committee will be a standing committee and will meet on an as needed basis. In addition to appropriate members of the School Board staff, the informal site selection committee will include one staff member of the County appointed by the County Administrator, and one member selected by each of the Cities; however, attendance by each representative will be on an as-needed basis. The committee membership will be expanded as needed to include additional staff from any local government in or near where a school is proposed. The committee will review the following site selection scenarios:

- (a) When the need for a new school is identified in the district facilities work program, the site selection committee will help develop a list of potential sites in the area of need identified in the educational plant survey.
- (b) When there exists the opportunity for site acquisition more than 5 years ahead, the School Board will share its perceived need with site selection committee members, who will provide feedback.
- (c) When the School Board and the developer of a DRI are negotiating the donation of property for a school, site selection committee members will provide feedback regarding the master site plan.

In all scenarios, including charter schools, the list of potential sites and list of schools proposed for renovation, expansion or closure will be submitted to the local government with jurisdiction for an assessment regarding consistency with the local government comprehensive plan. In addition, consistency with community vision and other issues such as academic programs and student assignment that have a bearing on site suitability will be commented upon. The issues identified in subsection 5.2 of this agreement will also be considered by both the local government and site selection committee as each potential site and each school proposed for renovation, expansion or closure is evaluated. In addition, the School Board will encourage all charter schools and alternative schools to base their site selection, renovation and expansion decisions on the issues in subsection

5.2. Based on the information gathered during this review, the site selection committee will present their analysis to the School Board superintendent.

5.2 The following issues will be considered by the staff working group, the School Board staff, and the local government when evaluating potential school sites or expansion or rebuilding of existing schools:

- a. The location of school sites that will provide logical focal points for community activities such as the community facilities itemized in subsection 9.1 and serve as the cornerstone for innovative urban design standards, including opportunities for shared use and co-location of community facilities, and use of sustainable design strategies (eg, Low Impact Development, Environmentally Sensitive Design).
- b. The location of new elementary, K-8, and middle schools proximate to urban residential neighborhoods they will serve.
- c. The location of new schools within reasonable walking distance of dwelling units served by the schools, as practicable under the student assignment program.
- d. The location of new high schools on the periphery of urban residential neighborhoods, with access to major roads.
- e. Compatibility of the school site with present and projected uses of adjacent property.
- f. Encouraging community redevelopment and revitalization and efficient use of existing infrastructure and discouraging urban sprawl.
- g. Site acquisition and development cost.
- h. Safe access to and from the school site by pedestrians and vehicles.
- i. Adequate public facilities and services to support the proposed school are available, or will be available, concurrent with the impacts of the school.
- j. Environmental constraints that would preclude development of a public school on the site or cannot be mitigated.
- k. Impact on archaeological or historic sites as identified or designated by the affected local government as a locally significant historic or archaeological resource.

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- l. The proposed site is well drained and soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
- m. The proposed location is not in conflict with local government stormwater management plans or watershed management plans.
- n. Whether the proposed location is within a velocity flood zone, a floodway, or the Coastal High Hazard Area, as delineated in the affected comprehensive plan.
- o. The proposed site can accommodate the required parking, circulation and queuing of vehicles onsite.
- p. Whether the proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.
- q. Whether the proposed location is consistent with any local government's school design and planning policies.
- r. The proposed site can be co-located with other public facilities such as parks, recreational facilities, libraries, and community centers, as provided in Section 9 of this agreement.

- 5.3 At least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, or initiating the renovation, expansion or closure of an existing school, or other school facility, the School Board staff shall provide written notice to the manager of the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within 45 days if the proposed new school site(s) or the proposed renovation, expansion or closure of an existing school, or other school facility is consistent with the local government's comprehensive plan, unless previously determined pursuant to section 5.1.

The affected jurisdiction shall submit a preliminary assessment of the impacts on infrastructure and the extent of that impact. In the absence of a written response from the local government, the School Board may continue with its consideration and action on the matter.

- 5.4 At least 90 days prior to selling School Board-owned property used or acquired for purposes of a school site, the School Board staff shall provide written notice to the local governments with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within 60 days of the consistency of the sale of the site with the local government's code of ordinances, comprehensive plan, and development orders.

Section 6. Supporting Infrastructure

In conjunction with the assessment of impact described at subsection 5.3 of this agreement, the School Board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed renovation, expansion or closure of an existing school, and will enter into a written agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.

Section 7. Comprehensive Plan Amendments, Rezonings, and Development Petitions

7.1 The County and the Cities agree to transmit to the School Board staff copies of land use applications and development proposals pending before them that may affect student enrollment, enrollment projections, or school facilities. This requirement applies to amendments to the comprehensive plan, future land use map, rezonings, developments of regional impact, final subdivision approvals or plats, and site plans.

7.2 Within 14 days after receipt of the application documents from the local government, the School Board staff shall advise, in writing, the local government of the school enrollment, student transportation, or other school-related impacts anticipated to result from the proposed land use application or development proposal, and whether sufficient school capacity exists or is planned for the affected schools to accommodate the impacts. The assessment of available capacity shall be expressed in terms of the adopted level of service, and shall be provided for in the County's and Cities' concurrency management systems. If the School Board determines that school capacity is adequate to serve the proposed development, the School Board shall notify the local government in writing of the finding. Upon receipt of such finding, the local government is authorized to issue a "certificate of school concurrency" or other equivalent documentation.

The School Board staff shall address how capacity has been maximized in the affected concurrency service area. If maximization of capacity has not resulted in sufficient capacity so that the adoption of the development proposal would result in a failure of level of service, and, if capacity is available in one or more contiguous concurrency service areas within the first three years of the Five-Year Capital Facilities Plan, the School Board, at its discretion, shall determine the contiguous concurrency service area to which the development impacts will be shifted. If there is still not enough capacity to absorb the impacts of the development proposal after maximization of capacity and shifting of impacts, then the School Board will notify the local government in writing of the finding and of the need to apply Section 7.3. The local government shall then notify the applicant of the finding.

7.3 If sufficient school capacity is not available or planned to serve the development at the time of impact, the School Board staff may specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board staff, local government, and developer shall collaborate to determine if there are means to ensure

that sufficient school capacity will exist to accommodate the development, such as proportionate share mitigation, developer contributions, project phasing, and required facility improvements, as specified in greater detail in Section 4.2(f).

Upon the request of the applicant to pursue proportionate share mitigation, the School Board staff shall evaluate the application to (1) determine the proportionate share amount, (2) evaluate available options for proportionate share mitigation and (3) recommend the terms and conditions for proportionate share mitigation, if any. The findings of the evaluation shall be forwarded in writing to the local government and to the School Board for consideration. Regardless, the School Board retains ultimate discretion over its Five-Year Capital Facilities Plan, and the County and Cities retain ultimate discretion over the decision to approve or not approve the development applications in their jurisdictions.

7.4 In reviewing and approving land use applications, rezoning requests and development proposals, which may affect student enrollment or school facilities, the County and Cities will consider the following issues:

- a. Providing school sites and facilities within planned neighborhoods.
- b. Ensuring the compatibility of land uses adjacent to existing schools and reserved school sites.
- c. The co-location of parks, recreation and community facilities with school sites.
- d. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks.
- e. Ensuring the development of traffic circulation plans to serve schools and the surrounding neighborhood.
- f. Providing off-site signalization, signage, access improvements and sidewalks to serve all schools.
- g. The inclusion of school bus stops and turnarounds in new developments.
- h. Encouraging the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments.
- i. School Board staff comments on comprehensive plan amendments and other land-use decisions.
- j. Available school capacity or planned improvements to increase school capacity.

- k. Whether the proposed location is consistent with any local government's school design and planning policies.

7.5 In formulating community development plans and programs, the County and the Cities will consider the following issues:

- a. Targeting community development improvements in distressed neighborhoods near schools.
- b. Understanding the importance of scheduling County and City programs and capital improvements that are consistent with and meet the capital needs identified in the School Board's school facilities plan.
- c. Encouraging developments or property owners to provide incentives including, but not limited to, donation of site(s), reservation or sale of school sites at pre-development prices, construction of new facilities or renovation to existing facilities, and providing transportation alternatives.
- d. Resolving multi-jurisdictional public school issues.
- e. Determining whether the proposed location is consistent with any local government's school design and planning policies.

Section 8. Educational Plant Survey and Five-Year Capital Facilities Plan

8.1 At least one year prior to preparation of the educational plant survey update, the staff working group established in subsection 1.1 of this agreement will assist the School Board in an advisory capacity in the preparation of the update. The staff working group will share analysis regarding the location and need for new, or improvements to existing, educational facilities in terms of consistency with the local government comprehensive plan, and relevant issues listed at subparagraphs 5.2, 7.5 and 9.1 of this agreement.

8.2 One month prior to adoption, the School Board staff will provide the proposed annual update of the Five-Year Capital Facilities Plan to each local government for review and comment for consistency with the local government comprehensive plan. Local governments shall provide written comments, if any, to the School Board staff within 14 days following receipt of the proposed work program.

Section 9. Co-location and Shared Use

9.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board staff will look for opportunities to co-locate and share use of school facilities, business services facilities, and civic facilities when preparing the

Educational Plant Survey. Likewise, co-location and shared use opportunities will be considered by the local governments when preparing the annual update to their comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use will be considered for libraries, parks, stormwater facilities, natural resource areas, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, where applicable, co-location and shared use of school and governmental facilities for health care, social services, infrastructure, and business services such as fleet maintenance, print shop and fuel depots will be considered.

- 9.2 A separate agreement will be developed for each instance of co-location and shared use that addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision.

Section 10. Oversight Process

The School Board, the County and the Cities shall each appoint a citizen member to serve on an oversight committee to monitor implementation of the interlocal agreement, including monitoring and evaluating of the school concurrency system. Committee members shall receive copies of all final reports and documents produced pursuant to this interlocal agreement. The committee shall provide for public comment on the implementation of the interlocal agreement once each year. The committee shall appoint a chairperson, meet at least annually, and report to participating local governments, the School Board and the general public on the effectiveness with which the interlocal agreement is being implemented. School Board staff will facilitate this committee's process, as needed.

Section 11. Resolution of Disputes

If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapters 164 and 186, Florida Statutes.

Section 12. Effective Date

This agreement shall take effect upon the date of publication of a Notice of Intent to find the proposed Interlocal Agreement consistent with the requirements of Section 163.31777(2), Florida Statutes (2005). This agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and be the agreement between the parties.

Section 13. Amendment and Termination of Agreement

Sarasota County Amended Agreement

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

Section 14. Superseding Previous Interlocal Agreements

This agreement supersedes and replaces the Intergovernmental Declaration of Policy between the School Board of Sarasota County and Sarasota County dated June 16, 1991.

This agreement supersedes and replaces the Interlocal Agreement – Coordination of School Planning between the School Board of Sarasota County and the City of Sarasota dated February 2, 1993.

This agreement supersedes and replaces the Interlocal Agreement for Public School Facility Planning for the County of Sarasota, Florida dated May 13, 2003 in accordance with terms and provisions of Section 12 herein.

Section 15. Notice

All notices or other communications provided for by this agreement shall be made in writing and shall be deemed properly delivered when delivered (i) personally, (ii) by the facsimile transmission of such notice to the party entitled thereto provided the sending party receives electronic confirmation thereof, or (iii) by the mailing of such notice to the Parties entitled thereto, registered or certified mail, postage prepaid to the Parties at the following addresses (or to such address designated in writing by one Party to the other):

If to the School Board:	Office of the Superintendent Sarasota County Public Schools 1960 Landings Boulevard Sarasota, Florida 34231 Fax: (941) 927-2539 Phone: (941) 927-9000
If to the County:	Office of the County Administrator Sarasota County 1660 Ringling Boulevard Sarasota, Florida 34236 Fax: (941) 861-5960

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	Phone: (941) 861-5111
If to the Cities and Town:	<p>Office of the City Manager City of Sarasota 1565 First Street Sarasota, Florida 34236 Fax: (941) 954-4129 Phone: (941) 365-2200</p> <p>Office of the City Manager City of North Port 4970 City Hall Blvd. North Port, Florida 34286 Fax: (941) 429-7079 Phone: (941) 429-7077</p> <p>Office of the City Manager City of Venice 401 West Venice Avenue Venice, Florida 34285 Fax: (941) 480-3031 Phone: (941) 486-2626</p> <p>Office of the Town Manager Town of Longboat Key 501 Bay Isles Road Longboat Key, Florida 34228 Fax: (941) 316-1656 Phone: (941) 316-1999</p>

Section 16. Rights of Others

Nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this agreement.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Sarasota County, the Towns and Cities of Longboat Key, North Port, Sarasota, and Venice and the School Board of Sarasota County on the dates provided herein.

Sarasota County Amended Agreement

IN WITNESS WHEREOF, this Interlocal Agreement has been signed and sealed on behalf of The School Board of Sarasota County, Florida

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
Kathy Kleinlein, Chair

Date: _____

Approved for Legal Content:

Sarasota County Amended Agreement

PASSED AND DULY ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA this _____ day of _____, 2008.

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: _____
Shannon Staub, Commissioner
Chairperson

ATTEST:
KAREN E. RUSHING,
Clerk of the Circuit Court
And Ex officio Clerk of the
Board of County Commissioners
Sarasota County, Florida

By: _____

Approved as to form and correctness:

COUNTY ATTORNEY

Sarasota County Amended Agreement

PASSED AND DULY ADOPTED BY THE CITY OF NORTH PORT, FLORIDA this _____
day of _____, 2008.

CITY OF NORTH PORT, FLORIDA

By: _____
Fred E. Tower III, Commission
Chair

ATTEST:

Helen Raimbeau, MMC
City Clerk

Approved as to form and correctness:

Robert Robinson, Esq.
City Attorney

Sarasota County Amended Agreement

PASSED AND DULY ADOPTED BY THE TOWN OF LONGBOAT KEY, FLORIDA this
_____ day of _____, 2008.

TOWN OF LONGBOAT KEY, FLORIDA

By: _____
Hal Lenobel, Mayor

ATTEST:

Trish Granger
Town Clerk

Approved as to form and correctness:

David Persson, Esq.
Town Attorney

Sarasota County Amended Agreement

PASSED AND DULY ADOPTED BY THE CITY OF SARASOTA, FLORIDA this ____ day
of _____, 2008.

CITY OF SARASOTA, FLORIDA

By: _____
Lou Ann R. Palmer, Mayor

ATTEST:

Billy E. Robinson, CMC
City Auditor and Clerk

Approved as to form and correctness:

Robert M. Fournier, Esq.
City Attorney

Sarasota County Amended Agreement

PASSED AND DULY ADOPTED BY THE CITY OF VENICE, FLORIDA this ____ day of _____, 2008.

CITY OF VENICE, FLORIDA

By: _____
Ed Martin, Mayor

ATTEST:

Lori Stelzer, MMC
City Clerk

Approved as to form and execution:

Robert L. Anderson, Esq.
Attorney for the City of Venice

GLOSSARY OF TERMS

amendment to the comprehensive plan – any action of a local government which has the effect of amending, adding to, deleting from or changing an adopted comprehensive plan element or map or map series, including an action affecting a prior plan or plan amendment adoption ordinance, but shall not mean a legislative act which only codifies local legislation or makes corrections, updates and modifications of the capital improvements element concerning costs, revenue sources, acceptance of facilities or facility construction.

ancillary plant – the building, site, and site improvements for such facilities as vehicle maintenance, warehouses, maintenance, or administrative buildings necessary to provide support services to an educational program.

auxiliary facility – the spaces located at educational plants which are not designed for student occupant stations.

capital improvement – physical assets constructed or purchased to provide, improve or replace a public facility and which are large scale and high in cost. The cost of a capital improvement is generally nonrecurring and may require multi-year financing.

certificate of concurrency – a certificate issued to evidence compliance with public school concurrency.

charter school – a public school authorized under s. 1002.33, F.S. The school is operated by a not-for-profit entity, under a charter with the local school district. School siting, selection of school facility, and overall management is performed by the charter school, not the school district.

closure – the determination that a facility housing students is to be closed.

coastal high hazard area – an area of a floodplain and any other area having special flood hazards subject to high-velocity waters including, but not limited to, hurricane wave wash, tsunami, other storms or seismic sources.

co-location – locating government facilities such as libraries and parks near or adjacent to a school.

community development plans and programs – a generic term used to identify any plans or programs approved by local governments, based at the community and neighborhood level, to improve community and neighborhood conditions.

community redevelopment and revitalization plan – any plan adopted by a local government such as a CRA plan, sector plan, corridor master plan.

comprehensive plan – consists of materials in such descriptive form, written or graphic, as may be appropriate to the prescription of principles, guidelines, and standards for the orderly and

balanced future economic, social, physical, environmental, and fiscal development of the area. The plan must meet the requirements of s. 163.3174 and 163.3178, F.S.

concurrency – as provided for in the Florida Administrative Code Rule 9J-5.003, means that the necessary public facilities and services to maintain the adopted level of service standards are available when the impacts of development occur.

conflict resolution procedures – as provided for in Chapter 164, Florida Statutes, the use of mediation for resolving disagreements between local and regional governments.

consistency – when a plan is not in conflict with and means to take action in the direction of realizing goals or policies of another plan having broader jurisdiction, such as a local comprehensive plan being consistent with the state comprehensive plan.

core facilities – the media center, cafeteria, toilet facilities, and circulation space of an educational plant.

Development of Regional Impact (DRI) – any development which, because of its character, magnitude, or location, would have a substantial effect upon the health, safety, or welfare of citizens of more than one county.

development orders – any order granting, denying, or granting with conditions an application for a development permit.

distressed neighborhoods – neighborhoods that are strained, troubled, or are having difficulties due to one or more factors, including, but not limited to, crime, traffic, economy, incompatible uses, noise, pollution, and slum or blighted conditions.

educational facilities – the buildings and equipment, structures, and special educational use areas that are built, installed, or established to serve primarily the educational purposes and secondarily the social and recreational purposes of the community and which may lawfully be used as authorized by the Florida Statutes and approved by School Boards.

educational plant – the educational facilities, site, and site improvements necessary to accommodate students, faculty, administrators, staff, and the activities of the educational program of each plant.

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

environmental suitability – the degree to which the existing characteristics and limitations of environmental factors are compatible with a proposed use or development.

feasibility study – the examination and analysis of information related to projected educational facilities to determine whether they are reasonable and possible.

FISH capacity – the maximum number of students that a public school should serve according to the formulas in the Florida Inventory of School Houses (FISH). For elementary schools, the FISH capacity equals the number of student stations, derived by applying state-wide use criteria, since K-5 students are assigned to one classroom for most of their core instruction. For middle and high schools, the number of student stations is multiplied by a utilization factor that takes into account student movement throughout the campus plus scheduling issues. The FISH capacity is recomputed by FDOE as classrooms are added or removed each year.

Five-Year Capital Facilities Plan – the requirement that school districts plan five years of renovation, repair, expansion, new construction, and portables necessary to provide "student stations" for all students [s. 1013.15, F. S.]. The new law adds requirements that districts use certain means to avoid constructing permanent student stations, that local governments and school districts jointly determine the impact of new developments, and that local governments be allowed to comment on the plan prior to submission to DOE.

floodway – the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the velocity waters of the regulatory flood, without cumulatively increasing the water surface elevation more than a designated height.

future land use map – the map or map series contained in the comprehensive plan that depicts the proposed distribution, extent, and locations of generalized future land use designations.

home school – a course of study under the direction of a parent, in accordance with s. 1002.41, F.S. Students must register with the local school district. Not to be confused with "homebound" instruction that the school district provides to students who cannot attend school due to serious illnesses or conditions.

infrastructure – those man-made structures that serve the common needs of the population, including, but not limited to, sewage disposal systems, potable water systems, roadways, and bridges.

intergovernmental coordination - showing relationships and stating principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of School Boards and other units of local government providing services but not having regulatory authority over the use of land, with the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region, with the state comprehensive plan and with the applicable regional water supply plan approved pursuant to s. 373.0361 F.S., as the case may require and as such adopted plans or plans in preparation may exist.

level of service – as provided for in the Florida Administrative Code Rule 9J-5.003, is an indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility.

local government's school design and planning policies – any policies that may be found in the local governments comprehensive plan, or other planning document and any design criteria that may be found in a design guideline document adopted by a local government.

maintenance and repair – the upkeep of educational and ancillary plants, including, but not limited to, roof or roofing replacement short of complete replacement of membrane or structure; repainting of interior or exterior surfaces; resurfacing of floors; repair or replacement of glass; repair of hardware, furniture, equipment, electrical fixtures, and plumbing fixtures; and repair or resurfacing of parking lots, roads, and walkways. The term "maintenance and repair" does not include custodial or grounds-keeping functions, or renovation except for the replacement of equipment with new equipment of equal systems meeting current code requirements, provided that the replacement item neither places increased demand upon utilities services or structural supports nor adversely affects the function of safety to life systems.

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

need determination – the identification of types and amounts of educational facilities necessary to accommodate the educational programs, student population, faculty, administrators, staff, and auxiliary and ancillary services of an educational agency.

new construction – any construction of a building or unit of a building in which the entire work is new or an entirely new addition connected to an existing building or which adds additional square footage to the space inventory.

permanent capacity – the maximum number of students that may be housed in structures that are permanent to the campus. Relocatables and portables are excluded.

planning areas – the geographical units that are agreed upon by the School Board and each local government for planning purposes; the aggregate of these areas comprises all of Sarasota County.

previously approved development – shall mean development approved as follows:

- (a) Single family lots of record having received final plat or subdivision approval prior to the effective date of the County's School Concurrency Ordinance;
- (b) Multi-family residential development having received final site plan approval prior to the effective date of the County's School Concurrency Ordinance; or

(c) Any residential development within a Development of Regional Impact (DRI) Development Order adopted prior to July 1, 2005 or within a DRI application which was submitted prior to May 1, 2005.

private and parochial schools – non-public schools operated by religious and nonreligious groups; some are accredited by various bodies, some operate with no such review.

program capacity – the district derived maximum capacity of a public school taking into account the 2002 Class Size Reduction amendment, actual usage of classrooms, scheduling at all grade levels, and the district’s composition of special students. Program capacity is recomputed each year to reflect facility, student, and curriculum changes.

projected price – the price range for dwelling units, as provided by the developer.

proportionate share mitigation – a mechanism by which a developer may choose to supply school capacity in the event that adequate school capacity is not available at the time of site plan subdivision or platting.

Public Education Capital Outlay (PECO) funded projects – the site acquisition, renovation, remodeling, construction projects, and site improvements necessary to accommodate buildings, equipment, other structures, and special educational use areas that are built, installed, or established to serve primarily the educational instructional program of the district School Board, community college board of trustees, or university board of trustees.

reasonable walking distance – as applied to any student who is not otherwise eligible for school bus transportation pursuant to s. 1006.21, F.S., is any distance not more than two (2) miles between the home and school or one and one-half (1-1/2) miles between the home and the assigned bus stop. The school district determines the shortest pedestrian route whether or not it is accessible to motor vehicle traffic.

redevelopment – renovation of a slum or blighted area or areas that are deteriorating or economically distressed.

remodeling – the changing of existing facilities by rearrangement of spaces and their use and includes, but is not limited to, the conversion of two classrooms to a science laboratory or the conversion of a closed plan arrangement to an open plan configuration.

renovation – the rejuvenating or upgrading of existing facilities by installation or replacement of materials and equipment and includes, but is not limited to, interior or exterior reconditioning of facilities and spaces; air-conditioning, heating, or ventilating equipment; fire alarm systems; emergency lighting; electrical systems; and complete roofing or roof replacement, including replacement of membrane or structure.

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

residential units by type – the characteristics of a housing development, including data such as single-family homes, multi-family homes, condominiums, mobile homes, etc.; and characteristics such as rental, sale, seasonal, etc.

rezoning – the proposed amendment of the existing zoning designation of a parcel

satellite facility – the buildings and equipment, structures, and special educational use areas that are built, installed, or established by private business or industry in accordance with chapter 6A-2, Florida Administrative Code, to be used exclusively for educational purposes to serve primarily the students of its employees and that are staffed professionally by the district School Board.

satisfactory educational facility – the determination that a facility that has been recommended for continued use by an educational plant survey or that has been classified as satisfactory in the state inventory of educational facilities.

school capacity – the number of students a school facility can accommodate. The term's meaning for any particular facility is complicated by many factors including the formula used, the district's class size guidelines, the actual usage of all rooms that house students, the size of the cafeteria, and the portable classrooms utilized.

site – the space of ground occupied or to be occupied by an educational facility or program.

site development – the work that must be performed on an unimproved site in order to make it usable for the desired purpose or work incidental to new construction or to make an addition usable.

site improvement – the work that must be performed on an existing site to improve its utilization, correct health and safety deficiencies, meet special program needs, or provide additional service areas.

site improvement incident to construction – the work that must be performed on a site as an accompaniment to the construction of an educational facility.

staff working group – the group with the primary responsibility for implementing the Interlocal agreement. Members are appointed by the school district, county, and each municipality. School district staff facilitate the group's meeting arrangements and agenda.

stormwater management plans – a comprehensive stormwater management plan results from comparing the natural and altered hydraulic and hydrologic functions of surface water and developing means to prevent or improve negative impacts to natural flows, water quality, and manmade structures. Stormwater is surface water derived from rainfall, flooding or tidal activity, which can contain and carry pollutants found on the landscape. This water becomes a management issue when human activity alters or is impacted by its movement, storage or quality.

student assignment program – the school district's rules for assigning students to schools, including establishment of attendance zones and flexibility for parent and student preferences for magnet programs, school choice, and special needs reassignments.

student capacity – the estimated number of students that can be satisfactorily housed in a facility at any given time based upon a percentage of the total number of satisfactory student stations.

student generation multipliers – the standard ratio of public school students per dwelling unit, based upon existing developments of similar characteristics.

student station – the net square footage requirements per student based upon the instructional program to be housed.

Ten Year Capital Facilities Plan - schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year District Facilities Work Program.

total school facilities – shall mean all existing school facilities and planned school facilities.

urban sprawl – urban development or uses that are located in predominantly rural areas, or rural areas interspersed with generally low-intensity or low-density urban uses, and which are characterized by one or more of the following conditions:

- (a) The premature or poorly planned conversion of rural land to other uses;
- (b) The creation of areas of urban development or uses which are not functionally related to land uses which predominate the adjacent area; or
- (c) The creation of areas of urban development or uses which fail to maximize the use of existing public facilities or the use of areas within which public services are currently provided.

Urban sprawl is typically manifested in one or more of the following land use or development patterns: Leapfrog or scattered development; ribbon or strip commercial or other development; or large expanses of predominantly low-intensity, low-density, or single-use development.

used capacity – shall mean school facility capacity consumed by preexisting development.

velocity zone – area which, during the 100-year storm, will be subject to wave action exceeding three feet (3') in height.

watershed management plans – in its most comprehensive sense, a watershed plan is a document that results from analyzing the ecosystem unit, which can be defined as an interrelated collection of water (hydrosphere), air (atmosphere), soil and landscape (lithosphere) and life (biosphere). In a watershed all the rainfall that occurs, stays within that area to evaporate, is used

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by plants and animals, runs off to a waterbody, or infiltrates the ground. Consequently, a watershed management plan focuses mainly on the water aspects of an area (which can vary greatly in size), but takes into account the other three ecosystem components and how water relates to them. A watershed plan should contain at minimum: a description of the area and its ecosystem components (the "state of"); a discussion of the pressures the watershed is experiencing; and, a discussion of ways to alleviate these pressures (response).