

## **EXHIBIT B**

### **CONTRACT, LEASE, AGREEMENT CONTROL FORM**

**Date:** 11/7/2006

**Contract/Lease Control #:** C07-1516-P11-111

**Bid #:** N/A **Contract/Lease Type:** AGREEMENT

**Award To/Lessee:** BCC/SCHOOL BOARD/CITIES/TOWNS OF OKALOOSA COUNTY

**Lessor:**

**Effective Date:** 11/7/2006 **\$0**

**Term:** INDEFINITE

**Description of Contract/Lease:** PUBLIC SCHOOL FACILITY PLANNING INTERLOCAL

**Department Manager:** GROWTH MANAGEMENT

**Department Monitor:** B. SMITH

**Monitor's Telephone #:** 651-7180

**Monitor's FAX #:** 651-7706

**Date Closed:**

## INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

**THIS AGREEMENT** is entered into between the Okaloosa County Board of County Commissioners (hereinafter referred to as "County"), and the City Councils of the Cities of Crestview, Destin, Fort Walton Beach, Laurel Hill, Mary Esther, Niceville, Valparaiso, and the Town Councils of the Towns of Cinco Bayou, and Shalimar, (hereinafter collectively referred to as "Municipalities"), and the School Board of Okaloosa County (hereinafter referred to as "School Board").

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

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

appropriately locating new schools and expanding and renovating existing schools; and

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

**WHEREAS**, Section 163.3180 (13), F.S., requires the County and School Board to implement a school concurrency program; and

**WHEREAS**, Sections 163.31777 and 163.3180(g), F.S., sets forth the school concurrency requirements that must be implemented through interlocal coordination between the County and the School Board; and

**WHEREAS**, the 2005 Florida Legislature adopted Senate Bill 360 which, in relevant part, required that all school interlocal agreements be updated to reflect a new statutory mandate to implement school concurrency; and

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

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

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

**NOW THEREFORE**, be it mutually agreed between the School Board, the Board of County Commissioners of Okaloosa County and the City Councils of Crestview, Destin, Fort Walton Beach, Laurel Hill, Mary Esther, Niceville, Valparaiso and the Town Councils of Cinco Bayou, and Shalimar that the following procedures will be followed in coordinating land use and public school facilities planning:

**Section 1.     JOINT MEETINGS.**

1.1     Staff working groups from the County, School Board, and Municipalities will meet on an as needed basis, at least two times a year, to formulate recommendations, and discuss issues regarding coordination of land use and school facility planning, including such issues as population and student enrollment projection, development trends, school sitings, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needs to support the school and ensure safe student access. The School Board staff or County staff will be responsible for arranging such meetings as needed.

1.2     One or more representatives of the County Commission, the governing body of each Municipalities, and the School Board will meet annually in joint workshop sessions. A representative of the West Florida Regional Planning Council will also be invited to attend. The joint workshop session will be an opportunity for the County Commission, the Municipalities, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The County administrator or his or her designee will be responsible for coordinating these meetings.

**Section 2.     STUDENT ENROLLMENT AND POPULATION PROJECTIONS.**

2.1     In fulfillment of their respective planning duties, the County, Municipalities, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment.

2.2     The School Board shall utilize both district-wide student population projections, which are based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, F.S., where available, and projections based on the Concurrency Service Areas (CSA) established in Section 4 of this Agreement. These projections may be modified by the School Board based on local development trends and data with agreement of the Florida Office of Educational Facilities and the SMART (Soundly Made, Accountable, Reasonable and Thrifty) Schools Clearinghouse.

2.3     The School Board, working with the County and Cities, will allocate projected student enrollment throughout the district into Concurrency Service Areas to reflect development trends and ensure district-wide projections are not exceeded. The initial Concurrency Service Areas (CSA) are established and described in Subsection 4.2(c).

**Section 3.     COORDINATING AND SHARING OF INFORMATION.**

3.1     **District Educational Facilities Work Plan:** Prior to October 1<sup>st</sup> of each year, the School Board shall submit to the County and each of the Municipalities the District Educational Facilities Work Plan, prior to adoption by the Board. The Municipalities and County shall review the plan and provide written comment to the School Board within twenty-one (21) days of the date of their receipt of the plan on the consistency of the plan with the local comprehensive plan, whether a comprehensive plan amendment will be necessary for any proposed educational facility, and

whether the local government supports a necessary comprehensive plan amendment. No later than November 1<sup>st</sup> of each year, the School Board shall provide the County and Municipalities a copy of the final plan after it is adopted. The County and Municipalities shall adopt the final educational facilities plan by December 1<sup>st</sup> of each year.

3.1.1 The District Educational Facilities Work Plan is defined in Section 1013.35, F.S., as “the comprehensive planning document prepared annually by the district school board and submitted to the Office of Educational Facilities and SMART Schools Clearinghouse and the affected general-purpose local governments”. The plan shall be consistent with the requirements of Section 1013.35, F.S., and shall include the projected student population apportioned geographically by CSA, an inventory of existing school facilities, projections of facility space needs, information on leased, loaned, and donated space and relocatables, and general locations of new schools and anticipated closures of existing schools for the 5, 10, and 20 year time periods. It shall also include options to reduce the need for additional permanent student stations, including the criteria and method jointly determined by the County and the School Board for determining the impact of proposed development on public school capacity.

3.1.2 The plan also shall include a financially feasible district facilities work program (“Work Program”) for the subsequent 5-year period, each year adding an additional “fifth year.” The Work Program shall include:

- (a) all planned school facility projects, which include new construction, expansions, remodeling, and renovations that will create additional capacity;
- (b) existing and projected enrollment of existing and planned school facilities;
- (c) the year in which each planned school facility will be undertaken;

(d) the source of funding for each planned school facility and the year in which the funding becomes available;

(e) the capacity created by each planned school facility; and

(f) necessary data and analysis supporting the proposed Work Program.

3.1.3 After review and consideration of the written comments received from the County and affected Municipalities, the School Board will adopt a financially-feasible Work Program by October 1<sup>st</sup> each year that includes school capacity sufficient to meet anticipated student demand as projected by the County and Municipalities, based on the Level of Service (LOS) standards set forth in this Agreement.

3.2 **Educational Plant Survey:** The School Board shall submit a draft of the Educational Plant Survey (required at least once every 5 years) to the County and each of the Municipalities at least 30 days prior to adoption by the School Board. The County and Municipalities will evaluate and make recommendations, if any, to the School Board within 15 days regarding the consistency of planned school facilities, including renovations that materially change the facility or the composition of students and closures, their comprehensive plans.

3.3 **Growth and Development Trends:** Prior to February 1<sup>st</sup> of each year, the County and Municipalities will provide the School Board with a report on growth and development trends within their jurisdiction. This report will be in tabular, graphic, and textual formats and will include the following:

(a) information regarding future land use map amendments which may have an impact on school facilities;

(b) the type, number, and location of residential units which have received zoning approval, site plan approval, development orders, final or preliminary plats, Planned United Development approvals, or Development of Regional Impact development orders;

(c) residential building permits issued for the preceding year and their location;

(d) information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students; and

(e) the identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval.

**3.4 Calendar of Reports/Actions Required:** A calendar of reports/actions required and associated deadline dates per the terms herein is included as Appendix "A" to this agreement.

**3.5 Public School Facilities Element:**

(a) Initial comprehensive plan amendments related to the Public Schools Facilities Element to satisfy Senate Bill 360 requirements: The amendments to the Public School Facilities Element and related amendments to the Capital Improvements Element and the Intergovernmental Coordination Element in the County's and Municipalities' 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 Municipalities.

(b) Subsequent school-related element amendments: Thereafter, the experience under the revised comprehensive plans and the School Board's educational facilities plan shall be reviewed by the County and Municipalities each year, at a staff working group meeting to be held no later than April 15<sup>th</sup>, to determine whether updates to the comprehensive plans are required. At a minimum, the School Board's Five-Year Capital Facilities Plan shall be updated annually by the addition of



a new fifth year as provided in Section 4.3. Any other amendments to the comprehensive plans shall be transmitted in time to allow their adoption concurrently with the update to the School Board's Five-Year Capital Facilities Plan, where feasible.

(c) Countywide consistency of school-related element amendments: The County's and Municipalities' school-related element provisions must be consistent with each other and with the School Board's facilities plans and policies. Each of the Municipalities 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 Municipality 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 Municipalities' 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 of the Municipalities and the County have adopted such a plan amendment and these amendments have all become effective, then the new requirement shall apply countywide. Each of the Municipalities 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 Municipality or the County attempt to modify that Five-Year Plan. The County and Municipalities agree to coordinate the timing of approval of school-related element amendments, to the extent that it is feasible to do so.

### **3.6 Capital Improvements Element:**

(a) Following adoption of the School District's Five Year Capital Facilities Plan, the

County and Cities shall adopt the School District's Five Year Capital Improvement Schedule from the plan into the Capital Improvements Elements of their Comprehensive Plans, pursuant to the requirements of 163.3177(3), F.S., no later than December 1st of each year (beginning December 1, 2007).

(b) The School Board shall transmit to the County and Cities any adopted amendment, correction, or modification the School District's Five Year Capital Facilities Plan or Five Year Capital Improvement Schedule concerning costs, revenue sources, or acceptance of facilities. Within ninety (90) days, the County and Cities shall amend their Capital Improvements Elements to reflect the changes. Such amendment may be accomplished by ordinance and shall not be deemed amendments to the comprehensive plan.

(c) The County and Cities, by adopting the School District's Five Year Capital Facilities Plan in their Capital Improvements Elements, shall have neither obligation or responsibility for funding the School District's Five Year Capital Facilities Plan.

**3.6.1 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, F.S.

**3.7 School Board review of school-related element amendments:** All school-related element amendments of the comprehensive plan shall be provided to the School Board at least 45 days prior to transmittal (or adoption if no transmittal is required). The School Board shall review the school-related element amendments and provide comments, if any, to the relevant local government either (a) in writing at least fifteen (15) days prior to the public meeting on the school-related element amendment, or (b) by attending and providing comments at the local planning

agency meeting. In addition to the other coordination procedures provided for in this amended interlocal agreement, County, City, and School Board staff working groups will meet to address needed updates to school-related plan provisions at the time of the Evaluation and Appraisal Report.

**Section 4. IMPLEMENTATION OF SCHOOL CONCURRENCY.**

4.1 This section establishes the mechanisms for coordinating the development, adoption and amendment of the Okaloosa County School Board Capital Facilities Plan, as well as the public school facilities elements, and the intergovernmental coordination and capital improvements elements of the County and Municipalities' comprehensive plans, in order to implement a uniform district wide school concurrency system as required by law. The key components of school concurrency are listed below:

- (a) Level of Service (LOS) standards;
- (b) Concurrency Service Areas (CSA);
- (c) Procedures for monitoring school demand and capacity;
- (d) Procedures and methodology for making concurrency determinations for development approvals;
- (e) Mitigation options and processes;
- (f) The 5-Year Work Program for County and City school facilities; and,
- (g) Public Schools Facilities Elements of both County and City Comprehensive Plans

4.2 The School Board, County and Municipalities agree to the following principles for school concurrency in Okaloosa County:

- (a) The uniform methodology for determining if a particular school is overcapacity shall be determined by the School Board and adopted into the County's and Municipalities'

comprehensive plans. The School Board hereby selects Department of Education permanent capacity as the uniform methodology to determine the capacity of each school as stated in the Florida Inventory of School Houses (FISH) for Okaloosa County.

(b) The uniform, district-wide level-of service standards are initially set as follows, and shall be adopted in the County's and Municipalities' public school facilities elements and capital improvements elements:

TYPE OF SCHOOL	LEVEL OF SERVICE
Elementary	100% of DOE permanent capacity
Middle	90% of DOE permanent capacity
High	95% of DOE permanent capacity
Special purpose	100% of DOE permanent capacity

Potential amendments to these levels of service shall be considered at least annually at the staff working group meeting to take place no later than April 15 of each year. If there is a consensus to amend any level of service, it shall be accomplished by the execution of an amendment to this interlocal agreement by all parties and the adoption of amendments to the County's and each of the Municipalities's comprehensive plan. The amended level of service shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed. No level of service shall be amended without a showing that the amended level of service is financially feasible and can be achieved and maintained over the five years of the Capital Facilities Plan. If the impact of the project will not be felt until years 2 or 3 of the Five Year Plan, then any relevant programmed improvements in those years shall be considered available capacity for the project and factored into the level of service analysis. If the impact of the project will not be felt until years 4 or 5 of the Five Year Plan, then any relevant programmed improvements shall not be considered available capacity for the project unless funding of the improvement is assured, through School

Board funding, the proportionate share mitigation process, or some other means.

(c) The concurrency service areas shall be the County planning areas, as shown on Appendix "B" to this interlocal agreement. In each concurrency service area the proposed project must meet school concurrency for the primary, intermediate and secondary school levels within the school attendance zones where the project is located. Potential amendments to the concurrency service areas shall be considered annually at the staff working group meeting to take place each year no later than April 15. If there is a consensus to amend any of the concurrency service areas, 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 Municipalities' comprehensive plan. The amended concurrency service areas shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed. No concurrency service area shall be amended without a showing that the amended concurrency service area boundaries are financially feasible and can be achieved and maintained over the five years of the Capital Facilities Plan. Concurrency service areas shall maximize capacity utilization, taking into account transportation costs, court-approved desegregation plans and other relevant factors. Concurrency service areas shall be designed so that the adopted level of service will be able to be achieved and maintained over the five years of the capital facilities plan, and so that the five year capital facilities plan is financially feasible. Concurrency service area boundaries shall be adopted in the County's and Municipalities' comprehensive plans.

(d) The School Board staff, working with the County staff and Municipalities' 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 two (2) years and shall be adopted into the County's and Municipalities' comprehensive plans. The school enrollment projections will be included in the tentative district educational facilities plan provided to the County and Municipalities each year as specified in subsection 3.1 of this amended interlocal agreement.

(e) The County and Municipalities shall amend the concurrency management systems in their land development regulations to require that all new residential units be reviewed for school concurrency at the time of final plat or site plan (or functional equivalent), using the coordination processes specified in Section 8 below. The County or any Municipalities may choose to provide an informational assessment of school concurrency at the time of preliminary plat, but the test of concurrency shall be at final plat. The County and Municipalities shall not deny a final plat or site plan (or functional equivalent) for the failure to achieve and maintain the adopted level of service for public school capacity where:

- (i) adequate school facilities will be in place or under actual construction within three (3) years after the issuance of the final plat or site plan (or functional equivalent); or
- (ii) the developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan (or functional equivalent) as provided in Section 4.2(f) below.

However, this amended interlocal agreement shall not be construed to limit the authority of any Municipality or the County to deny the final plat or site plan (or functional equivalent) for reasons

other than failure to achieve and maintain the adopted level of service for public school capacity. The County and Municipalities, in consultation with the School Board, shall also amend their concurrency management systems in their land development regulations to address public school facilities, so that the annual monitoring reports provided to their governing bodies shall cover schools as well as the other concurrency facilities. The following residential uses are exempt from school concurrency requirements:

- (a) Single family lots of record for which an application for Development Order has been submitted prior to adoption of this Interlocal Agreement.
- (b) Multi-family residential development for which an application for Development Order has been submitted prior to adoption of this Interlocal Agreement.
- (c) Amendments to residential development approvals issued prior to adoption of this Interlocal Agreement which do not change the number of residential units or change the type of residential units proposed.
- (d) Other uses as provided for in this Interlocal Agreement
- (f) In the event that the School Board comments provided pursuant to Section 8 find that there is not sufficient capacity in the affected 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) the project must be delayed to a date when capacity enhancement and level of service can be assured; or (iii) a condition of approval of the site plan or

final plat (or functional equivalent) shall be that the project's development plan and/or building permits shall be delayed to a date when capacity enhancement and level of service can be assured. 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 Municipalities' public school facilities elements. The amount of mitigation required shall be determined by the DOE's most current cost per student station applicable to Okaloosa County. Options shall include the following: (i) contribution of or payment for acquisition of new or expanded school sites, (ii) construction or expansion of permanent school facilities, and (iii) mitigation banking. Mitigation shall be directed to projects on the School Board's Five-Year Capital Facilities Plan satisfying the demand created by that development approval, and shall be assured by a legally binding development agreement between the School Board, the relevant local government, and the applicant executed prior to issuance of any building permit for the project. This development agreement shall include the landowner's commitment to continuing renewal of the development agreement upon its expiration.

4.3 The School Board, County and Municipalities shall use the processes and information sharing mechanisms outlined in this Agreement to adopt the initial public school capital facilities program and public school facilities elements, and to ensure that the school concurrency system is updated, the School Board's capital facilities plan remains financially feasible in the future, and any



desired modifications are made. Updated public school capital facilities programs will be adopted by reference into the County's and Municipalities' capital improvement elements no later than December 31 of each year.

**Section 5. SCHOOL SITE SELECTION, SIGNIFICANT RENOVATIONS, AND POTENTIAL SCHOOL CLOSURES.**

5.1 When the need for a new school is identified in the district educational facilities plan, the School Board will establish a Site Selection Committee for the purpose of reviewing potential sites for new schools and proposals for significant renovation and potential closure of existing schools. In addition to appropriate members of the School Board, the Committee will include at least one staff member of the County and a representative from the Municipalities most likely to be impacted by the siting of the new facility.

5.2 The Site Selection Committee will develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the district educational facilities plan for significant renovation and potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan. Based on information gathered during the review, the Committee will submit recommendations to the Superintendent or designee.

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

(a) The location of schools proximate to urban residential development and contiguous to existing school sites, and which provide logical focal points for community activities and serve

as the cornerstone for innovative urban design, including opportunities for shared use and collocation with other community facilities;

(b) The location of elementary schools proximate to and within walking distance of the urban residential neighborhoods served;

(c) The location of high schools on the periphery of urban residential neighborhoods, with access to major roads;

(d) Compatibility of the school site with present and projected uses of adjacent property;

(e) Whether existing schools can be expanded or renovated to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl;

(f) Site acquisition and development costs;

(g) Safe access to and from the school site by pedestrians and vehicles;

(h) Existing or planned availability of adequate public facilities and services to support the school;

(i) Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on the site;

(j) Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource;

(k) The site is well drained and the soils are suitable for development or are adaptable for development and other educational purposes with drainage improvements;

(l) The proposed location is not in conflict with the local government comprehensive

plan, storm water management plans, or watershed management plans;

(m) The proposed location is not within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan;

(n) The proposed site can accommodate the required parking, circulation and queuing of vehicles;

(o) The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport; and.

(p) The proposed site can be co-located with other public facilities such as parks, libraries, and community centers, as provided in Section 9 of this amended interlocal agreement.

5.4 At least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the manager of the local government with jurisdiction over the use of the land as specified in Section 13. The local government, upon receipt of this notice, shall notify the School Board within forty-five (45) days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33(11) and (12), Florida Statutes.

## **Section 6. SUPPORTING INFRASTRUCTURE.**

6.1 In conjunction with the preliminary consistency determination described at subsection 5.4 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 significant renovation of an existing school, and will enter into a written agreement as

to the timing, location, and the party or parties responsible for constructing, operating, and maintaining the required improvements.

**Section 7.     SITE PLAN REVIEW**

The site design/development plan for a proposed educational facility shall be reviewed in accordance with the Local Government Land Development Code Regulations. Pursuant to Section 1013.33(12) F.S., if the proposed educational facility is in compliance with the local government's comprehensive plan and land development regulations as affirmed by the elected officials of the local governing body at a public meeting, school construction may commence and further local government approvals are not required.

**Section 8.     LOCAL PLANNING AGENCY, COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS**

8.1     The County and Municipalities will include a nonvoting representative appointed by the School Board on the local planning agencies, or equivalent agencies, to attend or provide comments at those meetings at which the agencies consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. The Municipalities and County may, at their discretion, grant voting status to the school board member.

8.2     The School Board will receive local planning agency agendas and appropriate backup materials from all local governments and will review and comments as appropriate.

8.3     The County and the Municipalities agree to give the School Board notification of comprehensive plan amendments, rezonings, site plans, final subdivision approvals or plats, preliminary plats, and development proposals pending before them that may affect student

enrollment at least thirty (30) days before the approval of such proposals. Within 30 (thirty) days after notification by the local government, the School Board will advise the local government of the school enrollment impacts anticipated to result from the proposed land use application or development proposal, and whether sufficient capacity exists or is planned at the affected schools to accommodate the impacts. This evaluation process shall be expressed in terms of the adopted level of service and coordinated with the applicable concurrency management system. School capacity will be reported consistent with the Florida Inventory of School Houses (FISH). The School Board shall address how capacity has been maximized in the affected concurrency service area. If the proposal results in a failure of level of service, and capacity is available in a contiguous concurrency service area, then the School Board shall specify how impacts may or may not be shifted to a contiguous concurrency service area.

8.4 If sufficient capacity is not available or planned to serve the development at the time of impact, the School Board will specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer will collaborate to find whether there are means to ensure sufficient capacity will exist to accommodate the development, such as, proportionate share mitigation, developer contributions, project phasing, or developer provided facility improvements.

## **Section 9. CO-LOCATION AND SHARED USE.**

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

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

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

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

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

## **Section 10. RESOLUTION OF DISPUTES**

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

10.2 The parties hereby acknowledge and agree that it is not the intent of any party to this

agreement to confer any rights on any person or entities other than the parties to this agreement. No person or entity not a party to this agreement shall have any claim or cause of action against either the County, the Municipalities or the School Board for the failure of any party to perform in accordance with the provisions of this Agreement.

**Section 11. OVERSIGHT PROCESS.**

The School Board, the County and each of the Municipalities shall appoint a citizen member to serve on an oversight committee to monitor implementation of the interlocal agreement. Members serve at the will of the appointing body, and may be removed with or without cause by the appointing body.

The committee shall report to participating local governments, the School Board and the general public on the effectiveness with which the interlocal agreement is being implemented.

**Section 12. AMENDMENT AND TERMINATION OF AGREEMENT.**

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

**Section 13. NOTICE.**

All notices or other communications provided for by this amended interlocal agreement shall

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

If to the School Board:	Superintendent Okaloosa County Public Schools 120 Lowery Place SE Fort Walton Beach, FL, 32548 Fax: (850) 833-6384 Phone: (850) 833-3100
If to the County	County Administrator Okaloosa County 1804 Lewis Turner Boulevard Fort Walton Beach, FL 32547 Fax: (850 ) 651-7551 Phone: (850) 651-7515



If to the Municipalities:	Mayor Town of Cinco Bayou 10 Yacht Club Drive Fort Walton Beach, FL 32548 Fax: (850) 833-4160 Phone: (850) 833-3405	Mayor City of Laurel Hill 8209 Hwy. 85 North P.O. Box 158 Laurel Hill, FL 32567-0158 Fax: ( ) _____ - _____ Phone: ( ) _____ - _____
	Mayor City of Crestview 198 North Wilson Crestview, FL 32536 Fax: ( ) _____ - _____ Phone: (850) 683-0987	Mayor City of Mary Esther 195 Christobal Road, N. Mary Esther, FL 32569 Fax: ( ) _____ - _____ Phone: ( ) _____ - _____
	City Manager City of Destin 420 Two Trees Road Destin, FL 32541 Fax: ( ) _____ - _____ Phone: ( ) _____ - _____	Mayor Shalimar Town of Shalimar 2 Cherokee Road Shalimar, FL 32579-1287 Fax: ( ) _____ - _____ Phone: ( ) _____ - _____
	Mayor City of Fort Walton Beach 107 S.W. Miracle Strip Pkwy. Fort Walton Beach, FL 32548 Fax: ( ) _____ - _____ Phone: ( ) _____ - _____	Mayor Valparaiso City of Valparaiso 465 Valparaiso Parkway Valparaiso, FL 32580 Fax: ( ) _____ - _____ Phone: ( ) _____ - _____

#### Section 14. Counterparts.

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. This Agreement shall become binding in each jurisdictional area when one or more counterparts have been signed by the authorized officials of that jurisdiction and the School Board but shall be effective for all purposes as of the date upon which each jurisdiction adopts its comprehensive plan amendment for school concurrency.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Okaloosa County, the Cities of Crestview, Destin, Fort Walton Beach, Laurel Hill, Mary Esther, Niceville, Valparaiso and the Towns of Cinco Bayou, Shalimar, and the School Board of Okaloosa County on this 7th of November, 2006.

**THE SCHOOL BOARD OF OKALOOSA  
COUNTY, FLORIDA**

BY: Catherine A. Thigpen  
Catherine A. Thigpen as its Chairman  
Date: 12-11-06

ATTEST:

BY: Alexis Tibbetts  
Alexis Tibbetts, as its Superintendent/  
Secretary

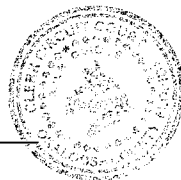
**OKALOOSA COUNTY, FLORIDA**

By: Sherry Campbell  
Sherry Campbell, Chairman  
Date: Nov. 7, 2006

ATTEST:

Don W. Howard  
Clerk of Circuit Court

By: Gary J. Stanford  
Gary Stanford, Deputy Clerk



City of Fort Walton Beach

Mike Anderson  
Mike Anderson, Mayor, City of Fort Walton  
Beach

ATTEST:

Helen A. Spencer  
Helen Spencer, City Clerk

**RESOLUTION 2007-03**

**A RESOLUTION OF THE CITY OF FORT  
WALTON BEACH, FLORIDA, ADOPTING THE  
INTERLOCAL AGREEMENT FOR PUBLIC  
SCHOOL FACILITY PLANNING; AND PROVIDING  
AN EFFECTIVE DATE.**

**WHEREAS**, section 163.31777, Florida Statutes (2006), requires the City and the Okaloosa County School District to enter into and abide by an interlocal agreement regarding school concurrency, intergovernmental cooperation, and planning for capital improvements;

**WHEREAS**, the Interlocal Agreement for Public School Facility Planning has been drafted by the Okaloosa County School Board and proposed to the City for adoption;


**WHEREAS**, the Interlocal Agreement for Public School Facility Planning will satisfy initial requirements of state law; it is

**THEREFORE RESOLVED BY THE CITY OF FORT WALTON BEACH:**

Section 1. The Interlocal Agreement for Public School Facility Planning as attached to this resolution is hereby adopted by the City Council of the City of Fort Walton Beach.

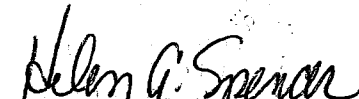
Section 2. This Resolution shall take effect immediately upon passage by the City Council.


Adopted: 27 March 2007

  
Mike Anderson, Mayor

Attest:

Approved as to form and legal sufficiency:

By:   
Helen Spencer, City Clerk

By:   
Toni L. Craig, City Attorney

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** HONORABLE CHAIRMAN & MEMBERS OF THE BOARD

**THROUGH:** Bill Smith, Director

**SUBJECT:** Corrections To The Interlocal Agreement for Public School Facility Planning Agreement

**DATE:** February 6, 2007

**BCC DISTRICT:** All

**ISSUE:** Correction of "Scribner's error" of the Interlocal Agreement for Public School Facility Planning Agreement between the Okaloosa County Board of Commissioners and the City Councils of the Cities of Crestview, Destin, Fort Walton Beach, Laurel Hill, Mary Esther, Niceville, Valparaiso, and the Town Councils of the Towns of Cinco Bayou, and Shalimar and the School Board of Okaloosa County.

**STAFF FINDINGS:** Following School Board and BCC adoption of the agreement a "Scribner's error" was discovered. Modification of the Level of Service Chart changing the Middle School percentage from 90% to 100% and the High School from 95% to 100% on page 11. This change is necessary in order to be consistent with the written definitions contained in the agreement.

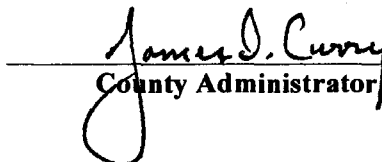
**RECOMMENDATION:** Staff recommends approval.

**RECOMMENDED BY:**



Department Head

**APPROVED BY:**



County Administrator

comprehensive plans. The School Board hereby selects Department of Education permanent capacity as the uniform methodology to determine the capacity of each school as stated in the Florida Inventory of School Houses (FISH) for Okaloosa County.

(b) The uniform, district-wide level-of service standards are initially set as follows, and shall be adopted in the County's and Municipalities' public school facilities elements and capital improvements elements:

TYPE OF SCHOOL	LEVEL OF SERVICE
Elementary	100% of DOE permanent capacity
Middle	100% of DOE permanent capacity
High	100% of DOE permanent capacity
Special purpose	100% of DOE permanent capacity

Potential amendments to these levels of service shall be considered at least annually at the staff working group meeting to take place no later than April 15 of each year. If there is a consensus to amend any level of service, it shall be accomplished by the execution of an amendment to this interlocal agreement by all parties and the adoption of amendments to the County's and each of the Municipalities's comprehensive plan. The amended level of service shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed. No level of service shall be amended without a showing that the amended level of service is financially feasible and can be achieved and maintained over the five years of the Capital Facilities Plan. If the impact of the project will not be felt until years 2 or 3 of the Five Year Plan, then any relevant programmed improvements in those years shall be considered available capacity for the project and factored into the level of service analysis. If the impact of the project will not be felt until years 4 or 5 of the Five Year Plan, then any relevant programmed improvements shall not be considered available capacity for the project unless funding of the improvement is assured, through School

comprehensive plans. The School Board hereby selects Department of Education permanent capacity as the uniform methodology to determine the capacity of each school as stated in the Florida Inventory of School Houses (FISH) for Okaloosa County.

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